

DATED: _____ **DAY OF** _____ **20..**

**SALARY SACRIFICE SERVICE AGREEMENT BETWEEN
THE EMPLOYEE AND THE NOMINEE**

B E T W E E N:

[The Employee named and described in Section 7 of Schedule 2]

("Employee")

and

[The Nominee named and described in Section 8 of Schedule 2]

("Nominee")

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THIS AGREEMENT dated the day of 20 is made:

BETWEEN:

The person named in Item 1 to the Schedule 2 (“**Employee**”);

and

The body named in Item 2 to the Schedule 2 (“**Nominee**”).

WHEREAS:

- A The Employee desires to nominate the Nominee to administer the Salary Sacrifice Agreement.
- B The Nominee administers the Salary Sacrifice Agreement on behalf of the Employer and the Employer’s costs and liability to the Nominee in respect of such administration is to be met by the Nominee deducting from the amount sacrificed by the Employee an Administration Fee in the manner set out in Item 2 of Schedule 2.
- C This Salary Sacrifice Service Agreement creates the relationship between the Nominee and the Employee in relation to the Employee’s Salary Sacrifice arrangements, and governs (in conjunction with the Panel Agreement) the administration of the Employee’s Salary Sacrifice arrangements.

THE PARTIES AGREE AS FOLLOWS:

- 1 The definition of various terms used in this Salary Sacrifice Service Agreement is contained in Schedule 1.

NATURE OF APPOINTMENT

- 2 The Employee nominates the Nominee the agent of the Employer for the purposes of administering the Employee’s Salary Sacrifice on behalf of the Employer.
- 3 The Nominee is bound by this Salary Sacrifice Service Agreement to conduct only the administration of the Salary Sacrifice arrangement as set out in the Panel Agreement and no more.

PERIOD OF OPERATION

- 4 This Salary Sacrifice Service Agreement overrides any prior agreement made between the said parties and all such Agreements are terminated as at the Commencement Date.
- 5 The period of operation of this Salary Sacrifice Service Agreement shall, unless otherwise specified:
 - 5.1 start from the Commencement Date;
 - 5.2 continue for the duration of this Salary Sacrifice Service Agreement; and
 - 5.3 shall expire on the Expiry Date.

This Salary Sacrifice Service Agreement shall expire if the Panel Agreement expires or terminates.

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- 6 The Employee and the Nominee agree that clauses 13.15, 13.16, 13.17, 13.22, 15, 21, 28, 30, 43, and 44:
- 6.1 survive this Salary Sacrifice Service Agreement; and
 - 6.2 continue in operation after the Expiry Date.
- 7 Time shall be of the essence regarding the administration of the Salary Sacrifice Agreement.

THE WARRANTS

- 8 The Nominee warrants to the Employee, in respect of all the matters set out in the Panel Agreement under the heading "The Warrants" as if each of those clauses were set out herein.

THE ACKNOWLEDGMENTS

- 9 The Parties acknowledge that this Salary Sacrifice Service Agreement contains the whole of this Salary Sacrifice Service Agreement between the Employee and the Nominee.
- 10 The Parties acknowledge that the processes involved in the delivery of Salary Sacrifice are as summarised in clause 2 of Schedule 2 of the Panel Agreement, and that these processes may be varied by agreement between the Nominee and the Minister, or pursuant to a direction by the Minister to the Nominee.
11. The Parties acknowledge that:
- 10.1 they have not relied upon any written or verbal representations that may have been made by the Employer, its employees, servants, agents or experts in respect of any other matter relating to the Salary Sacrifice Agreement;
 - 10.2 they have made their own independent inquiry and investigation into all matters relating to the Salary Sacrifice arrangement;
 - 10.3 the Nominee is not able to act in respect of the sacrificed amounts and the Employee's Salary Sacrifice except as authorised by the Agreements constituting the Salary Sacrifice arrangement; and
 - 10.4 all amounts distributed by the Employer to the Nominee pursuant to the Salary Sacrifice Agreement shall be held for the purpose of the Salary Sacrifice Agreement and shall not be mingled with any other monies or paid into any overdrawn or other Bank account, and, shall at all times be identifiable as the Employee's money held for the sole purpose of the Salary Sacrifice Agreement.
- 11 The Nominee hereby acknowledges that:
- 11.1 all Books and Records provided by the Employee will always remain the property of the Employee and undertakes that the Books and Records will not be used for any purpose other than the Salary Sacrifice arrangement, and
 - 11.2 that it stands in a fiduciary relationship to the Employee whilst performing the services.

THE EMPLOYEE'S OBLIGATIONS

- 12 In order to facilitate a proper administration of this Salary Sacrifice arrangement the Employee shall:
- 12.1 provide to the Nominee full details in respect of his/her Salary Sacrifice including but not limited to:
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- 12.1.1 the nominated amount or percentage elected by the Employee to be sacrificed;
 - 12.1.2 details of the Salary Sacrifice arrangement including:
 - 12.1.2.1 the Salary Sacrifice benefits;
 - 12.1.2.2 the amount of each item; and
 - 12.1.2.3 the identity of each Recipient of each item; and
 - 12.1.3 if novated leases are part of the Employee's Salary Sacrifice arrangement then the Employee must furnish all relevant information in respect of it (eg details of mileage etc) to the Nominee in a timely manner.
 - 12.1.4 the Employee's Employer-provided email address.
 - 12.2 give the Employer not less than 21 days written notice of the Employee's intention to terminate this Salary Sacrifice Service Agreement with the Nominee.
 - 12.3 enter into no more than one Salary Sacrifice Service Agreement at any one time.
 - 12.4 terminate any existing Salary Sacrifice Service Agreement before entering into another new Salary Sacrifice Service Agreement.
 - 12.5 acknowledge that if more than one Salary Sacrifice Service Agreement is held by an Employee at any one time, the Salary Sacrifice Service Agreement executed at the earliest date shall have precedence over any co-existing Salary Sacrifice Service Agreement.
 - 12.6 sign the Financial Advice Certification Form in Schedule 4 and provide a signed copy of that form to the Nominee prior to the commencement of the Salary Sacrifice arrangement.

THE NOMINEE'S OBLIGATIONS

- 13 The Nominee shall at all times whilst administering the Salary Sacrifice Agreement
 - Business and Services***
 - 13.1 act in all matters loyally and in good faith toward the Employee;
 - 13.2 exercise due care and skill;
 - 13.3 perform the Services pursuant to this Salary Sacrifice Service Agreement:
 - 13.3.1 in an orderly and businesslike manner, and
 - 13.3.2 in compliance with all relevant laws (including statutes and by laws), regulations, Australian Taxation Office rulings or determinations which may in any way be relevant to the administration of the Salary Sacrifice Agreement;
 - 13.4 comply with:
 - 13.4.1 all the Terms and provisions of the Panel Agreement and the Salary Sacrifice Agreement, and
 - 13.4.2 follow all instructions of the Employee in respect of the performance by the Nominee of its obligations under this Salary Sacrifice Service Agreement, the Salary Sacrifice Agreement, and the Panel Agreement;
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- 13.5 not contract or enter into any arrangements with the Employee to provide any additional Services apart from the administration of the Salary Sacrifice Agreement;
 - 13.6 distribute the sacrificed amount in respect of Salary Sacrifice benefits to each Recipient promptly in accordance with the Employee's instructions upon receipt of the sacrificed amount from the Employer during the Term;
 - 13.7 pay all expenses of and incidental to the carrying on of the Business and providing the Services;
 - 13.8 not raise any fees or charges against the Employee other than by means of the prescribed Nominee Administration fees for the carrying on of the Business and the provision of the Services;
 - 13.9 account to the Employee every quarter in respect of:
 - 13.9.1 all amounts distributed by the Employer to the Nominee such accounting to include an itemisation of the manner in which all sacrificed amounts in respect of the Employee have been distributed to the Recipient and all such amounts remaining with the Nominee and not so applied;
 - 13.9.2 the Nominee Administration fees deducted by the Nominee from the sacrificed amount pursuant to this Salary Sacrifice Service Agreement;
 - 13.9.3 all amounts distributed or Reimbursed by the Nominee pursuant to the Salary Sacrifice Agreement; and
 - 13.10 subject to sub-clause 13.11, give reasonable advice to Employees forewarning of potential future FBT deficit.
 - 13.11 not directly communicate to the Employee the calculated year end FBT deficit as described in Schedule 2 (section 3.10 item 6) of the Panel Agreement without employer approval.

Access to Books and Records

- 13.10 permit the Employee at all reasonable times:
 - 13.10.1 with full and free access to inspect all Books and Records; and
 - 13.10.2 to take copies of all Books and Records,in respect of the Employee's Salary Sacrifice Arrangement.
- 13.11 deliver copies of statements to the Employee on demand and in any event report to the Employee on a quarterly basis as to the following:
 - 13.11.1 the manner of the application of the sacrificed amounts in respect of the Employee; and
 - 13.11.2 the balance outstanding in respect of the account;

Provision of reports, returns and financial or other information

- 13.12 provide to the Employee upon request reports, returns and other information relating to the Salary Sacrifice Agreement including but not limited to transactions with respect to the Employee's account or the Business and the Services provided;
- 13.14 if requested by the Employee provide to the Employee statements, invoices and receipts received by the Nominee in relation to all amounts distributed or to be distributed, including motor vehicle expenses;

Indemnity

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- 13.15 indemnify and keep indemnified the Employee in respect of all acts or omissions of whatever kind of any expert of the Nominee or any of the Nominee's staff engaged in any manner in the carrying on of the Business and the provision of Services;
- 13.16 indemnify and keep indemnified the Employee from and against any and all costs, losses, damages, expenses (including legal expenses, but not including loss damage or liability resulting from fraud or negligence on the part of the Employer or any servant of the Employer), liabilities or other outgoings of whatsoever kind or howsoever suffered or incurred by the Employee arising as a result of:
- 13.16.1 any act, neglect, default or omission, fraud or dishonesty of the Nominee or the Nominee's staff, whether in any case it arises or is notified to the Employee before or after the Termination of this Salary Sacrifice Service Agreement or the Nominee's right to operate the Bank account and this sub-clause survives this Salary Sacrifice Service Agreement;
 - 13.16.2 breaches resulting in any successful claim by any third party in respect of any matter associated with or related to the Salary Sacrifice Agreement;
 - 13.16.3 any claim by any third party in respect of any matter arising from the carrying on of the Business and the provision of Services; and
 - 13.16.4 the failure of the Nominee to carry on the Business and to provide the Services;
- 13.17 indemnify the Employee for any and all loss, damage or liability whether criminal or civil suffered and legal Fees and costs incurred to third parties of whatever kind associated with or related to the provision of the Salary Sacrifice arrangement by the Nominee pursuant to this Salary Sacrifice Service Agreement;

Breach

- 13.18 forthwith notify the Employee of any suspected or actual contravention or breach of any provision of any legislation, regulation, by law or other such provision associated with or related to the establishment, administration, delivery or provision of Services under and pursuant to the Salary Sacrifice Agreement;
- 13.19 forthwith notify the Employee of any suspected or actual contravention or breach of any provision of the Salary Sacrifice Agreement, this Salary Sacrifice Service Agreement or any other agreement made between the Employee and the Nominee;
- 13.20 take such reasonable actions as the Employee may direct at the expense of the Nominee in relation to any contravention or breach of any provision of the Salary Sacrifice Agreement, this Salary Sacrifice Service Agreement or any other agreement made between the Employee and the Nominee;
- 13.21 comply with the Terms of any Default Notice as defined in clause 38 specifying a contravention or breach of the provisions of the Salary Sacrifice Agreement, this Salary Sacrifice Agreement or any agreement between the Employee and the Nominee requiring the breach to be remedied but nothing in this sub-clause is intended to require the Employee to serve notice of any breach before taking action in respect of it;

Confidentiality

- 13.22 not divulge any information to any person in respect of the Employee's Salary Sacrifice Agreement unless specifically authorised by the Employee to do so
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and unless expressly provided to the contrary in this Salary Sacrifice Service Agreement as set out in the Panel Agreement under the heading “Confidentiality” as if the same were set out herein;

BANK ACCOUNT

- 14 The Nominee's obligations to open, own, maintain and operate a Bank account for the purpose of the Salary Sacrifice Arrangement are as if the terms under the heading “Bank Account” in the Panel Agreement were set out herein.
- 15 Until all sacrificed amounts are distributed and/or transferred to a Recipient the Nominee undertakes to keep such amounts:
- 15.1 separate from all such other amounts of any monies of any other persons;
 - 15.2 in a manner which makes such amounts readily identifiable as amounts delivered and/or transferred by the Employer to the Nominee for the Employee pursuant to the Salary Sacrifice Agreement; and
 - 15.2 in a manner and style approved by the Minister.
- 16 On the scheduled Pay Day for each Pay Period the Nominee shall satisfy itself that there are adequate funds in the Bank account to enable payment in accordance with and for the purpose of the Salary Sacrifice Agreement.
- 17 Any interest credited to the Bank account will be applied as follows on a quarterly basis:
- 17.1 first, to the payment of any statutory Fees payable in respect of the Bank account;
 - 17.2 second, to the payment of any Bank Fees and charges payable in respect of the Bank account;
 - 17.3 third, be applied in the payment of the Discounted Contract Management Charge payable by the panel member to the Minister; and
 - 17.4 fourth, be paid to the Minister
- and the Nominee shall account to the Minister as to the manner of the application of the interest. In the event that the Panel Agreement ceases to have force or a Nominee ceases to Salary Sacrifice any amounts that have not been distributed and/or transferred to the recipient and all interest in respect of the sacrificed amounts shall be transferred to the Minister forthwith.
- 18 The Nominee shall make all payments from the Bank account which are required to be made on behalf of the Employee pursuant to the Salary Sacrifice Agreement as they become due and payable, subject to the Employer maintaining sufficient funds in the Bank account.
- 19 The receipt of money by either party shall not prevent the other from questioning the correctness of any statement in respect of any money.
- 20 The Nominee shall make all distributions and/or transfers from the Bank account, which are required to be made on behalf of Employees in accordance with and pursuant to this Salary Sacrifice Service Agreement and the Salary Sacrifice Agreement, subject to the Employer maintaining sufficient funds in the Bank account.
- 21 The Nominee shall re-distribute and/or re-transfer to the Employer any amount held by it which is not distributed and/or transferred to the Recipient in accordance with the Salary Sacrifice Agreement in respect of the Employee:
- 21.1 upon the Expiry Date or Termination of:
 - 21.1.1 the Panel Agreement;
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- 21.1.2 the Salary Sacrifice Agreement with the Employer; or
 - 21.1.3 this Salary Sacrifice Service Agreement with the Nominee appointed by the Employer; and,
- 21.2 in any other event, where a sacrificed amount has not been distributed and/or transferred to the Recipient in accordance with the particular Salary Sacrifice Agreement.

NOMINEE ADMINISTRATION FEES

- 22 The Nominee is entitled during the Term unless otherwise stated to receive the Nominee Administration fees by way of a deduction from the sacrificed amount in the manner out in item 2 in Schedule 2 in respect of the administration of the Employee Salary Sacrifice.
- The Nominee shall not be entitled to charge any fee to the Employee in connection with the Services, other than the prescribed Nominee Administration fees.
- 23 The Employee authorises the Nominee in accordance with this Salary Sacrifice Service Agreement and the Salary Sacrifice Agreement to deduct the Nominee Administration fees in respect of the administration of the Salary Sacrifice Agreement from the Employee's sacrificed amount that has been distributed by the Employer to the Nominee.
- 24 There is no legal obligation on the part of the Employer to continue forwarding such payments if:
- 24.1 the Employee ceases to be employed by the Employer; or
 - 24.2 the Employee's salary is insufficient to cover the payment; or
 - 24.3 the Salary Sacrifice Agreement is terminated;
- 25 The Nominee shall be entitled to payment of the Fees only up until the Expiry Date or Termination of the:
- 25.1 Salary Sacrifice Agreement; and
 - 25.2 Salary Sacrifice Service Agreement,
- whichever occurs first in time, and if any fees have been deducted in respect of a period when the Salary Sacrifice Agreement is not in place, then the said fees must be redelivered to the Employer forthwith by the Nominee.

EXPIRY DATE AND TERMINATION

- 26 This Salary Sacrifice Service Agreement shall expire and terminate:
- 26.1 at any time by written agreement between the Parties;
 - 26.2 on the Expiry Date;
 - 26.3 if the Employee gives to the Nominee not less than twenty-one (21) days prior written notice terminating this Salary Sacrifice Service Agreement at any time prior to the Expiry Date;
 - 26.4 at any time and without notice (except as otherwise stated) by the Employee if the Nominee:
 - 26.4.1 wholly suspends the performance of the Services;
 - 26.4.2 is unable to perform reconciliations of an Employee's estimated expenses and actual expenses, and estimated and actual FBT liability
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- 26.4.3 fails in the opinion of the Employee to proceed regularly and diligently with performance of the Services;
 - 26.4.4 or any of the Nominee's staff is, in the opinion of the Employee, guilty of misconduct in relation to the performance of the Services;
 - 26.4.5 threatens to do or does any of the following:
 - 26.4.5.1 enters into liquidation either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation);
 - 26.4.5.2 becomes subject to any form of external administration under the *Corporations Law*, or becomes the subject of an order for the purpose of placing it under external administration;
 - 26.4.5.3 makes an assignment for the benefit of creditors, or makes an arrangement of composition with its creditors;
 - 26.4.6 has a receiver appointed in respect of the whole or any part of its assets;
 - 26.4.7 has any judgment entered or made against it or any similar occurrence under any jurisdiction affects the Nominee;
 - 26.4.8 engages in any conduct prejudicial to the interests of the Employer in respect of the Panel Agreement or Salary Sacrifice Agreements;
 - 26.4.9 ceases to be capable of the provision of the carrying on of the Business or the Services pursuant to Salary Sacrifice Agreements; or
 - 26.4.10 fails to comply with the Terms of any default notice within the time stipulated,
- but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the Employee.

- 27 Notwithstanding anything to the contrary contained herein, in the event of any:
 - 27.1 delay in the delivery of any amount due to the Recipient by the Nominee; or
 - 27.2 unsatisfactory performance in the conduct of the Business or the delivery of the Services,pursuant to the Salary Sacrifice Agreement, the Employee has the option to terminate this Salary Sacrifice Service Agreement by written notice to the Nominee.

CONSEQUENCES ON EXPIRY DATE AND TERMINATION

- 28 On the Expiry Date or Termination of this Salary Sacrifice Service Agreement, the Nominee undertakes to:
 - 28.1 re-deliver any amount received from the Employer pursuant to the Salary Sacrifice Agreement which proceeds had not at the time of the Expiry Date been delivered to the Recipient to the Employer;
 - 28.2 deliver to the Employee all originals and copies of all Books and Records provided by the Employee in respect of the Salary Sacrifice Agreement, this Salary Sacrifice Service Agreement and any other agreement made between the Employee and the Nominee;
 - 28.3 provide adequate and safe archive of all Books and Records not otherwise returned to the Employee in respect of the administration of the Salary Sacrifice Agreement.
 - 28.4 sign such notification of Termination of this Salary Sacrifice Service Agreement as is required by the Employee;
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- 28.5 forthwith cease carrying on the Business for or providing Services to the Employee;
- 28.6 effect all reasonable requests and directions of the Employee associated with and in connection with the Salary Sacrifice Agreement.
- 28.7 reconcile the Employee's account within 5 clear business days after receipt of last known transactional data.
- 29 The Nominee's right to possession of amounts distributed by the Employer to the Nominee pursuant to the Salary Sacrifice Agreement shall cease if it does anything or fails to do anything which would entitle:
- 29.1 a receiver to take possession of any assets;
- 29.2 any person to present a petition for the winding up of the Nominee; or
- 29.3 the appointment of an administrator within the meaning of Part 5.3A of the Corporations Act 2001
- 30 Within ten (10) days after the Expiry Date or termination of this Salary Sacrifice Service Agreement or such other period as directed by the Minister and/or the employer, the Nominee shall:
- 30.1 provide to the Employee a complete and accurate up-to-date account of all transactions subsequent to those shown in accounts previously provided to the Employee, including a statement of expenditure and commitments made in carrying on the Business and providing the Services prior to the Expiry Date last submitted to the Employee calculated to the Expiry Date or Termination of this Salary Sacrifice Service Agreement; and
- 30.2 re-deliver or re-transfer any amounts distributed and/or transferred from the Employer pursuant to the Salary Sacrifice Agreement to the Employer which have not been delivered or transferred by the Nominee to the Recipient of the proceeds pursuant to the Salary Sacrifice Agreement.
- 31 On the Expiry Date or termination of this Salary Sacrifice Service Agreement, the Nominee's authority to operate the Bank account is revoked, except for the purpose of re-distributing and/or re-transferring such amount to the Employer that may remain in the Bank account at the time of the Expiry Date or termination of this Salary Sacrifice Service Agreement.
- 32 The rights of each party shall be without prejudice to any rights that have already accrued to them under this Salary Sacrifice Service Agreement as at the Expiry Date or termination of this Salary Sacrifice Service Agreement.

RIGHTS

- 33 No act in respect of this Salary Sacrifice Service Agreement shall be deemed to have been made by the Employee except if in writing and shall be at his or its sole discretion unless otherwise expressly provided in this Salary Sacrifice Service Agreement.

WAIVER AND VARIATION

- 34 No right or obligation under this Salary Sacrifice Service Agreement shall be waived or varied except in writing signed by each party.
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NOTICES

- 35 A notice pursuant to this Salary Sacrifice Service Agreement given by one of the Parties to the other must be:
- 35.1 in writing and directed to the relevant Recipient's address specified in this Salary Sacrifice Service Agreement at Items 1 and 2 in Schedule 2 or as varied by written notice by the parties from time to time; and
 - 35.2 left at or sent by hand delivery, electronic mail, pre-paid registered post or facsimile to that address;
- and will be deemed to be duly given:
- 35.3 on the day of delivery when hand delivered; or
 - 35.4 three (3) days after the date of posting by pre-paid registered post; or
 - 35.5 when the message confirmation is received when sent by facsimile.
- 36 Each of the Parties shall give notice to the other of change of name address, telephone, facsimile number as soon as practicable and in any event within 48 hours of such change.
- 37 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 35.

DEFAULT NOTICE

- 38 In the event of a breach by the Nominee of any of the provisions of this Salary Sacrifice Service Agreement, the Employee may serve notice requiring the breach to be remedied within the time stipulated in that notice but nothing in this clause shall require the Employee to serve notice of any breach before taking action in respect of it.

AUTHORISATION

- 39 The Employee irrevocably authorises the Nominee for the purpose of the Salary Sacrifice Arrangement to give to the Employer full and free access to and copies of
- 39.1 the Books and Records; and
 - 39.2 written and verbal analysis, explanation and reports;
- in connection with any matter touching or concerning Salary Sacrifice arrangement if requested by the Employer.

SETTLEMENT OF DISPUTES

- 40 The Parties must first attempt to resolve any dispute, arising out of this Salary Sacrifice Service Agreement in the manner referred to in Schedule 3.
- 41 Intentionally Blank.
42. Intentionally Blank.
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GOVERNING LAW AND JURISDICTION

43. This Salary Sacrifice Service Agreement shall be governed by the laws of the State of South Australia in every particular including the formation and the interpretation and shall be deemed to have been made in the State of South Australia.
44. Any proceedings arising out of or in connection with this Salary Sacrifice Service Agreement may be brought in any court of competent jurisdiction in South Australia.

FACILITATION OF THE EXECUTION OF THIS AGREEMENT BY THE PARTIES

45. A hard copy of this Salary Sacrifice Service Agreement may be executed by the Parties or, in lieu thereof, if the Employee consents in writing in the form entitled "*Facilitation of the Execution of the Salary Sacrifice Service Agreement between the Employee and the Nominee*" annexed in Schedule 2, the parties may agree to be bound by the terms of this Salary Sacrifice Service Agreement provided a copy of the said Agreement is, at the election of the Employee:
 - sent by pre-paid post by the Nominee to the Employee who acknowledges receipt of the same in writing and the said form is signed by both parties; or
 - provided electronically by e-mail by the Nominee to the Employee who acknowledges receipt of the same by return email and the said form is signed by both parties.
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SCHEDULE 1

DEFINITIONS

- 1 In this Salary Sacrifice Service Agreement, including the above Recitals and the Schedules attached hereto, unless the context otherwise requires or a contrary intention appears, the following Terms have the following meanings:
- 1.1 “**Auditor**” means a company Auditor as referred to in the *Corporations Law* and who is a member of the Australian Society of Certified Practising Accountants or the Australian Institute of Chartered Accountants;
 - 1.2 “**Bank**”, “**Bank account**” and “**Bank branch**” has the meaning of those expressions as set out in item 2 of Schedule 2;
 - 1.3 “**Books and Records**” means either copies or originals of all documents whether written, electronic or otherwise which are associated with or related to the Salary Sacrifice Agreement or this Salary Sacrifice Service Agreement and such Books and Records include but are not limited to books of account, statements, financial accounts, charges, securities, guarantees, Invoices, receipts, proposals, approvals, cheque butts, deposit books, correspondence, memoranda, notes, depreciation schedules, deeds, contracts, minutes and notices;
 - 1.4 “**Business Day**” means any day that is not a Saturday or Sunday or a public holiday or bank holiday in Adelaide under the Holidays Act, 1910;
 - 1.5 “**Commencement Date**” means the date upon which this Salary Sacrifice Service Agreement commences and which is specified in item 4 of the Schedule 2;
 - 1.6 “**Distribution**” includes transfer and means the transaction of the Distribution and/or Transfer of sacrificed amounts from:
 - 1.6.1 the Employer to the Panel Member in its capacity as Nominee; and
 - 1.6.2 the Panel Member in its capacity as Nominee to the Recipient,in accordance with the Salary Sacrifice Agreement;
 - 1.7 “**Employee**” means an employee being a person named in Schedule 2;
 - 1.8 “**Employer**” means an employer being a body named and described in Schedule 2 and the expression includes its successors and permitted assigns;
 - 1.9 “**Expiry Date**” means the date upon which this Salary Sacrifice Service Agreement concludes and which is specified in item 4 of Schedule 2;
 - 1.10 “**Fees**” means the amount deductible by the Nominee;
 - 1.11 “**Invoice**” means an itemised bill containing the prices which comprise the total charge in respect of Salary Sacrifice benefits in the Salary Sacrifice arrangement;
 - 1.12 “**Minister**” means:
 - 1.12.1 Minister for Industrial Relations for and on behalf of the Crown in right of the State of South Australia; and
 - 1.12.2 in relation to any matter apart from the appointment of the Panel Member on and from the Commencement Date, any delegate, appointee or representative of the Minister;
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- 1.13 **“Nominee Administration fee”** is the fee set out in Item 2 of Schedule 2 sacrificed by the Employee and deducted by the Nominee from the sacrificed amount in order to meet the Employer’s costs and liability to the Nominee in respect of the administration of the Salary Sacrifice by the Nominee on behalf of the Employer.
- 1.14 **“Nominee”** means:
- 1.14.1 the body nominated by the Employee to administer the Salary Sacrifice Agreement and agent of the Employee; and
 - 1.14.2 a body capable of the administration of salary sacrifice arrangements; and
 - 1.14.3 is the body named and described in Schedule 2 and the expression includes its successors and permitted assigns;
- 1.15 **“Nominee’s staff”** means all staff, officers, employees, servants, agents and contractors of the Nominee involved in the provision of the Services
- 1.16 **“Panel Agreement”** means an Agreement entered into between the Minister, Employer and the Panel Member regarding Salary Sacrifice arrangement.
- 1.17 **“Panel”** comprises those Panel Members appointed by the Minister from time to time;
- 1.18 **“Panel Member”** means:
- 1.18.1 the body named and described in the Panel Agreement and who is also the Nominee in this Salary Sacrifice Service Agreement;
 - 1.18.2 the body appointed by the Minister onto a Panel of Panel Members to administer the Salary Sacrifice Agreements;
 - 1.18.3 a body capable of the administration of salary sacrifice arrangements; and
 - 1.18.4 is the body named and described in item 2 of Schedule 2 herein and the expression includes its successors and permitted assigns;
- 1.19 **“Parties”** means the Employee and the Nominee to this Salary Sacrifice Service Agreement;
- 1.20 **“Pay Day”** means the day in or date of a Pay Period in which payment is scheduled to be made to the Employee;
- 1.21 **“Pay Period”** means the period in which a Pay Day is scheduled to occur;
- 1.22 **“Payment Dates”** means the dates at which payment has to be made as specified in Schedule 2;
- 1.23 **“Recipient”** means the body, corporation or person nominated by the Employee pursuant to the Salary Sacrifice Agreement for the Nominee to deliver any amount in respect of a Salary Sacrifice item and may include the Employee in respect of any Reimbursement in respect of a Salary Sacrifice item pursuant to the Salary Sacrifice Agreement;
- 1.24 **“Reimburse”** means to repay in relation to an expense incurred by the Employee in respect of Salary Sacrifice benefits in a Salary Sacrifice arrangement and the words “Reimbursed” and “Reimbursement” have like meaning;
- 1.25 **“Salary Sacrifice”** means the arrangement implemented or to be implemented pursuant to the Salary Sacrifice Agreement;
- 1.26 **“Salary Sacrifice Agreement”** means the Salary Sacrifice Agreement entered into between the Employee and the Employer;
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- 1.27 **“Salary Sacrifice arrangement”** is the conduct of the payroll functions by the Nominee on behalf of the Employer as defined in the Panel Agreement in renumeralating the Employee as per the Salary Sacrifice Arrangement which comprises the Panel, the Salary Sacrifice Agreements, and the Panel Agreement and this Salary Sacrifice Service Agreement;
 - 1.28 **“Salary Sacrifice benefits”** means the items described in Schedule 2 to the Salary Sacrifice Agreement;
 - 1.29 **“Salary Sacrifice Service Agreement”** means this Salary Sacrifice Service Agreement, and the Schedules attached hereto.
 - 1.30 **“Schedule”** means the Schedule attached to this Salary Sacrifice Service Agreement;
 - 1.31 **“Services”** means the Services provided by the Nominee pursuant to this Salary Sacrifice Service Agreement;
 - 1.32 **“Taxation”** includes payroll tax and FBT and the expressions **“tax”** and **“taxes”** have like meaning;
 - 1.33 **“Term”** means the period starting on the Commencement Date and ending on the Expiry Date unless earlier determined in accordance with this Salary Sacrifice Service Agreement.

2 In the interpretation of this Salary Sacrifice Service Agreement:

- 2.1 where appropriate, words denoting the singular include the plural and vice versa;
 - 2.2 words importing one gender shall include a reference to all other genders;
 - 2.3 the headings to the clauses in this Salary Sacrifice Service Agreement have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the Terms or provisions of this Salary Sacrifice Service Agreement;
 - 2.4 a reference to a person includes a reference to corporations and other entities recognised by law;
 - 2.5 reference to a clause or Schedule is a reference to a clause or Schedule of this Salary Sacrifice Service Agreement; and
 - 2.6 reference to any Act, regulation, ruling or by-law shall be deemed to include all amendments thereto and all statutory provisions substituted thereafter.
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SCHEDULE 2

Government of South Australia

**Salary Sacrifice Form 3
(Effective from 1 June 2008)**

**FACILITATION OF THE EXECUTION OF THE SALARY SACRIFICE SERVICE
AGREEMENT BETWEEN EMPLOYEE AND NOMINEE**

SCHEDULE 3

PROCESS FOR DISPUTE RESOLUTION

In most cases the administrative arrangements for salary sacrifice will proceed smoothly. However, in some cases there may be delays or problems in the process. The steps below are provided to assist the Employee and their Nominee in resolving such issues expediently. *It is not a process for determining any actual or opportunity costs or losses of either party.*

At any stage the employee has the option of either enlisting the assistance of Office of Consumer Business Affairs (OCBA), or initiating legal action against the Nominee.

The employee acknowledges that he/she will notify and endeavour to resolve complaints in respect of the Salary Sacrifice arrangements with the nominee only and not the employer.

| STEP | PROCESS |
|---|---|
| 1. Employee contacts Nominee Service Desk - Free call to dedicated 1800 number. If enquiry unresolved go to Step 2. ⇓ | Nominee's Service Desk logs receipt of call and issues a job number eg SAG #123. Enquiry resolved – end of process ⇓ |
| 2. Employee contacts Nominee Account Manager quoting job number. If enquiry unresolved go to Step 3. ⇓ | Account Manager (AM) notes escalation against original job number and facilitates response. Enquiry resolved – end of process ⇓ |
| 3. Employee follows up with written communication to Account Manager of Nominee giving details of enquiry and quoting job number. If enquiry unresolved go to Step 4. ⇓ | AM notes written communication against original job No. AM acknowledges communication in writing. Enquiry resolved within agreed timeframe.– end of process ⇓ |
| 4. Employee provides copy of written complaint with supporting documentation to Minister's Contract Manager and requests assistance to resolve matter. ⇓ | Minister's Contract Manager communicates with AM. AM may provide 'Statement of Fact' detailing Nominee's actions to CM. Enquiry resolved within agreed timeframe – end of process ⇓ |

| STEP | PROCESS |
|---|--|
| 5. Minister's Contract Manager issues Notice to Managing Director of the Nominee. ↓ | Enquiry resolved within 5 clear business days or as agreed by the Minister's Contract Manager and AM – end of process ↓ |
| 6. Minister's Contract Manager continues dispute management process in accordance with Contract provisions. | Enquiry resolved within 15 clear business days or as agreed by the Minister's Contract Manager and AM – end of process. |

SCHEDULE 4

Government of South Australia

**Salary Sacrifice Form 3
(Effective from 1 June 2008)**

Financial Advice Certification Form 9
