

# SALARY PACKAGING TERMS AND CONDITIONS

## 1 Terms And Conditions

### 1.1 Definitions

**Agreement** means this agreement to provide salary packaging services to the Member as agreed between Paywise, the Member and the Employer.

**Employer** means

**FBT** means fringe benefits tax under the *Fringe Benefits Tax Assessment Act 1986* (Cth).

**Inactive Account** means a salary packaging arrangement where salary deductions have been stopped and no payments have been made for over 3 months.

**Paywise** means Paywise Pty Ltd (ABN 97 007 388 696) of Level 5 50 St Georges Terrace Perth WA 6000.

**Member** means .

**Paywise Packaging Fee** means the fee charged to the Employer for the provision of services to the Employee as set out in the Administrative Services Agreement between Paywise and the Employer.

**Password** means a combination of letters and numbers used to access the Member's salary packaging arrangements via the Paywise website or in conversation with a Paywise representative. The Member may provide this Password to authorised third parties to enable those authorised parties to enquiry and make changes to the Member's salary packaging arrangements via the Paywise website or through Paywise directly.

1.2 All taxes, charges, fees, or other costs associated with salary packaging are charged to the Employer, but the Employer may pass these charges to the Member. If this occurs, all costs of salary packaging shall be fully borne by the Member. Where the Member creates a FBT or payment liability or exceeds FBT budgeted liabilities as a result of salary packaging, this liability may be recovered by:

- a pre-agreed repayment arrangement as instructed by the Employer;
- a deduction from any annual or long service leave paid to the Member on termination; or
- if monies cannot be recovered through the mechanisms detailed within this clause, then any other legal means relating to the recovery of outstanding monies available to Paywise.

1.3 The Member may vary the components of their salary packaging arrangements. Paywise reserves the right to charge the Member a fee to vary the components of their Salary Package in accordance with Paywise's agreement with the Employer. It is acknowledged and accepted by the Member that the Employer and Paywise are not liable for taxation or any other liabilities, judgements, penalties or outcomes suffered or incurred by the Member as a result of entering into this Agreement. The Member indemnifies the Employer and Paywise in respect of any such taxation, liability, judgement, penalty or outcome that the Employer or Paywise may suffer as a result of the Member entering into this Agreement.

1.4 Salary packaging is only available prospectively. Any salary earned prior to the commencement of the Agreement cannot be packaged.

1.5 On completion of each FBT year, any outstanding balance in the Member's salary packaging benefit accounts will be rolled over into the new FBT year so that the Member's salary packaging arrangements continue, unless otherwise instructed by the Member or the Employer.

1.6 Paywise will inform the Employer of any positive FBT balances attributable to the Member's Motor

Vehicle benefits that exist at the end of each FBT year during the Member's salary packaging with Paywise. These FBT values will be re-set to zero on completion of the FBT year.

- 1.7 The Member may elect at any time to cease salary packaging by giving Paywise no less than four (4) weeks written notice by completing a Paywise Termination Form.
- 1.8 On termination of salary packaging for any reason, liability for all packaged benefits reverts from the Employer to the Member.
- 1.9 Where a Member terminates employment with the Employer, the Employer must provide to Paywise no less than four (4) weeks notice in writing by completing a Paywise Termination Form.
- 1.10 Where a Member terminates employment with the Employer, Paywise will work with the Employer to collect any liabilities arising from packaging, including any outstanding balance of the Paywise Packaging Fee, from the Member's final salary payment. The Employer will work with Paywise to finalise the Member's packaging in a timely manner. In some instances, it may not be possible to complete a full reconciliation of a Member's salary packaging arrangement prior to their final salary payment. Paywise and the Employer may estimate the amount of any outstanding liabilities of the Member and the Employer reserves the right to retain sufficient funds from a final salary payout to meet this estimate following which any remaining balance will be forwarded to the Member.
- 1.11 At all times, the Member remains liable for any expenses that the Member incurs and remains responsible for these liabilities after termination of the Agreement with Paywise, including on termination of employment with the Employer. Specifically, where a Member uses a fuel card with their novated lease, they are liable for all expenditure incurred on their fuel card, up to and including the date of cancellation of the card.
- 1.12 If Paywise, or the Employer, incurs any costs of collecting any outstanding liabilities from the Member, the Member will be responsible for reimbursing Paywise or the Employer for these costs of collection.
- 1.13 Where the Member is not ceasing employment with the Employer, the Employer can terminate salary packaging for a Member by giving no less than four (4) weeks notice in writing to Paywise and the Member.
- 1.14 In the event of legislative or other changes affecting the provision of, or the cost of providing Fringe Benefits, the Employer reserves the right to withdraw, amend or reduce salary packaging to minimise or eliminate FBT liability.
- 1.15 Paywise may terminate any Inactive Account. If Paywise terminates an Inactive Account, Paywise will finalise any balances and collect the remainder of the Paywise Packaging Fee. Any remaining funds will be returned to the Member via the Employer.

## 2 Member's Obligations

The Member:

- 2.1 Will advise Paywise in writing of any changes in circumstances including, but not limited to:
  - personal details, including, but not limited to, payment details;
  - salary;
  - transfer to another department, division or related company of the Employer; or
  - termination of employment with the Employer.
- 2.2 Will advise Paywise in writing or email of any changes required to their salary packaging arrangements.
- 2.3 Will promptly forward any invoice pertaining to their salary packaging arrangement with a completed and signed Payment Reimbursement Claim form to Paywise to enable timely payments.
- 2.4 Will promptly provide to Paywise all salary packaging documentation required for the effective delivery of the Paywise salary packaging services, including, but not limited to, copies of invoices and receipts for payments or reimbursements, amendments, odometer readings as well as declarations.
- 2.5 Will, in all instances, seek their own advice with respect to the financial and tax benefits of salary packaging.
- 2.6 Acknowledges that information, including financial models, Paywise provides to the Member are to enable the Member and their financial adviser to assess the relevant benefit of entering into a salary packaging arrangement or amending that arrangement. Paywise accepts no responsibility for incorrect information that may have been given by third parties.
- 2.7 Will in the event that a FBT or payment liability has been incurred, negotiate with Paywise to recover that liability in accordance with Paywise's contract to provide salary packaging services to the Employer and this Agreement.
- 2.8 Will keep their Password secure to prevent unauthorised changes to their salary packaging arrangements

## 3 Acknowledgements, Agreements and Declarations of Member

- 3.1 I acknowledge that the Paywise Packaging Fee is an annual fee that is charged on a yearly basis, not on a FBT year basis. I agree to pay the total amount of the annual Paywise Packaging Fee for each full year of packaging, or part thereof where that Paywise Packaging Fee is passed on to me by the Employer.
- 3.2 I agree that the Paywise Packaging Fee will be collected in accordance with the Paywise Terms and Conditions on a pro rata basis each pay period. Any outstanding amount at the termination of my salary packaging arrangement will be collected from my final salary packaging pay period or from a future pay period, where available, or from me directly.
- 3.3 I agree that Paywise is not responsible for any loss or damage incurred by me as a result of my decision to enter into this Agreement.
- 3.4 I agree that Paywise is not responsible for any loss or damage incurred as a result of decisions made in reliance upon financial or other salary packaging information provided by Paywise staff, agents, and/or contractors, nor that provided by any other person.
- 3.5 I declare that I have read and I accept WAGHS Salary Packaging Policy and Paywise's terms and conditions.

- 3.6 I declare that I understand and will adhere to my Employer's policy regarding financial advice when establishing salary packaging with Paywise. I confirm that:
- where my Employer requires me to seek independent financial advice I have obtained such advice; or
  - my Employer does not require me to obtain independent financial advice and I have elected not to obtain such advice; or
  - my Employer does not require me to obtain independent financial advice; however, I have elected to obtain such advice.
- 3.7 I declare that my salary packaging arrangements are being managed exclusively by Paywise and that I have not salary packaged benefits with another provider in the current FBT year, unless the Employer has provided their express approval for such an arrangement.
- 3.8 I declare that where I enter into a novated lease agreement, that I will complete the required process for the submission of closing odometer readings by the date stipulated by my Employer.
- 3.9 I declare that I have read and understood and will comply with the Member's Obligations as defined in this Agreement.

#### **4 Authorisations**

I hereby authorise Paywise to:

- 4.1 give to and obtain from third party suppliers, information about my salary package arrangements only in so far as the information is related to each particular supplier and is required to enable processing of my salary packaging arrangements.
- 4.2 request the Employer to deduct \$ from my Gross Salary per pay period as a Paywise Packaging Fee.
- 4.3 request the Employer to make deductions from my salary per pay period in accordance with this Agreement, as amended.
- 4.4 apply my pre-tax and after-tax deductions as detailed in this Agreement in accordance with my salary packaging arrangements.
- 4.5 discuss my salary packaging arrangements with nominated authorised third party contacts, where that authorised third party contact provides Paywise and is able to identify me by answering security questions. I hereby authorise Paywise to accept decisions regarding my salary packaging from the authorised third party contact.
- 4.6 deduct FBT taxation or payment liability in accordance with this Agreement.
- 4.7 obtain information regarding my gross salary from my payroll department where necessary to determine packaging limits.