

Flinders University

Offer of Salary Sacrifice Agreement

On acceptance of this offer, an agreement is constituted between the Flinders University and the employee that regulates the operation of the Salary Sacrifice Program and the provision of salary and benefits.

This Agreement recognises that:

- (a) In providing benefits, the University needs to ensure that it is protected against loss in the event an employee falls short of their program obligations. Accordingly, the employee indemnifies the University against loss or liability arising as a result of the provision of benefits.
- (b) Changes to the rate of Fringe Benefits Tax (FBT) applying to benefits, or to the manner in which FBT is calculated, may vary due to changes in legislation. Under this agreement, the University reserves the right to alter benefits to ensure the Total Employment Cost established for the employee does not increase as a result of such changes.

Employee's Obligations and Responsibilities

- (a) The University, its officers, employees, contractors or agents are not engaged in rendering professional, financial or taxation advice. Employees accept that it is their responsibility to seek independent advice on these matters and the appropriateness of the University's offer to their specific circumstances before accepting the offer and any subsequent offer to re-negotiate salary and benefits.
- (b) Employees agree that neither the University, its officers, employees, contractors or agents can be held responsible should the benefits provided prove at any time to be inappropriate to their circumstances.
- (c) Employees agree to keep all receipts and documentation for goods and services provided under the program, and to make such available for inspection if requested by the University. Where the employee seeks reimbursement for an expense, the receipt must be forwarded to the University with an attached Expense Claim Reimbursement Form.
- (d) Employees agree to be bound by the arrangements, procedures and requirements of the program and as otherwise directed by the University.
- (e) Employees agree to keep the University indemnified against any loss or liability arising from:
 - the cessation of any of their benefits payments
 - any variation to the terms and conditions on which their salary and benefits are provided to them
 - the payment of salary and benefits in advance
 - the University arranging for a third party to provide benefits to or for their benefit
 - termination of an agreement by either party for any reason.
- (f) Employees agree to pay all administrative costs and charges incidental to the provision of salary and benefits as determined from time to time by the University.

Agreement Term

The agreement starts on the date of acceptance of the offer and continues until:

- (a) terminated by the employee giving the University one month's notice in writing; or
- (b) terminated by the University should the employee be guilty of any breach of the agreement's terms and conditions; or
- (c) the employee ceases employment at the University.

Notwithstanding the above, the University may terminate an agreement at any time should changes in legislation or the enactment of new legislation impose on the University financial or other obligations which are, in its opinion, unacceptable to the University.

Effect of Termination of Agreement

On termination of this Agreement:

The obligation of the University to provide benefits immediately ceases without claim by employees for any compensation whatsoever.

Any novation or rental agreement immediately ceases.

Salary and benefits are reconciled as at the termination date. Any accrued but unpaid remuneration is paid to employees as salary. Alternatively, any over-payment arising from remuneration being provided in advance is to be repaid to the University.

Monies owing to the University become due and payable upon demand whether such sums are then due to be paid or not. Unless otherwise agreed, repayment is by way of payroll deduction from future fortnightly salary. Repayment terms will be reached in writing between employees and the University.

Where agreements are terminated as a result of employees ceasing employment at the University, monies owing will be off-set against any salary, leave and other remuneration that may be due and payable to the employee. The employee agrees to re-pay any remaining monies owed to the University.

Other Employment Terms Unchanged

All other terms and conditions of an employee's employment remain unchanged. I accept the terms and conditions expressed or implied in this agreement.

Employee Name _____ Employee No. _____

Signed _____ Date ____/____/20____

Name of Witness _____ Signed _____