

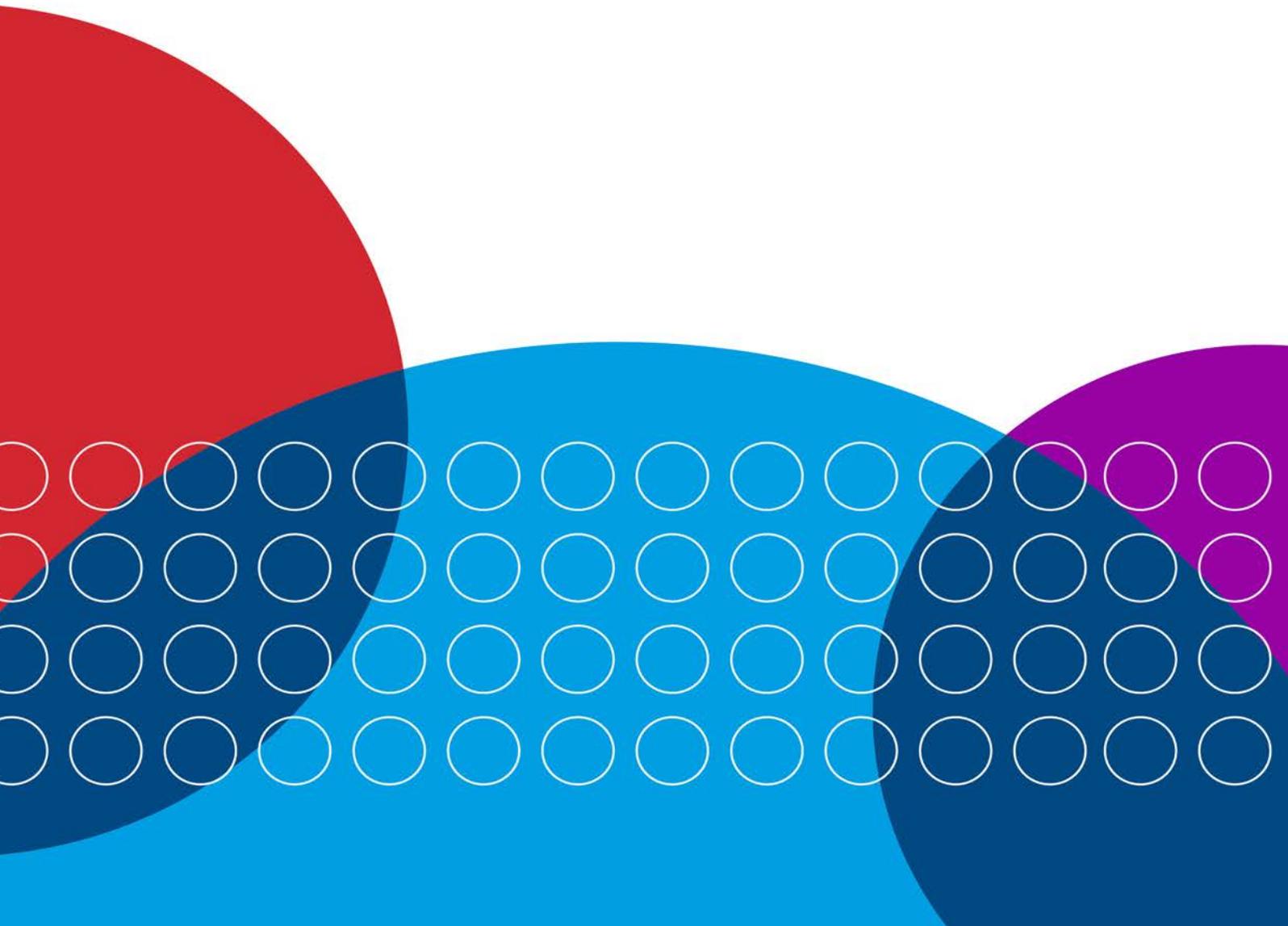


Government
of South Australia

Office for the Public Sector

GUIDELINE OF THE COMMISSIONER FOR PUBLIC SECTOR EMPLOYMENT

SALARY SACRIFICE



Guideline of the Commissioner for Public Sector Employment – Salary Sacrifice

Date of Operation November 2016

Review Date June 2017

Who is covered by this guideline?

This Guideline is intended as a Whole of Government Policy for public sector agencies as defined by the *Public Sector Act 2009* (SA) and may be adopted and applied by individual agencies. For further information, see section 5 of this document.

Table of Contents

1.	OVERVIEW.....	5
2.	SCOPE	5
3.	INTRODUCTION.....	5
3.1	Salary Sacrifice and SAGSSA.....	5
3.2	Who can access SAGSSA.....	6
4.	DELIVERY OF SALARY SACRIFICE SERVICES.....	6
4.1	SAGSSA Service Provider.....	6
4.2	Maxxia and the SAGSSA Principal Agreement.....	6
4.2.1	Service Specifications.....	6
4.2.2	SAGSSA Benefits to Employees	7
5.	THE DECISION TO SALARY SACRIFICE.....	8
5.1	Employee Choice.....	8
5.2	Information to Employees about SAGSSA.....	9
5.3	Maxxia access to Agency workplaces.....	9
5.4	Maxxia SAGSSA Engagement Plan with each agency	10
6	SAGSSA ADMINISTRATION	10
6.1	Salary Sacrifice Administration Plan.....	10
6.2	Employee Requirements.....	11
6.2.1	SAGSSA Agreements.....	11
6.2.2	Financial Advice.....	12
6.2.3	Fees Payable by the Employee.....	12
6.3	SAGSSA Agreements – Employer Delegate.....	13
6.4	SAGSSA Other Facilities Provided to the Employee by Maxxia.....	14
6.5	Payroll Deduction	14
6.6	The SAGSSA Bank Account.....	15
6.7	Ongoing Administration	15
6.8	Novated Leasing	16
6.9	Complaints and the Customer Advocate.....	17
6.10	Refunds	17

6.11	Termination	18
7	TAXATION AND FUND RECOVERY	19
7.1	Management of the Employee Tax Arrangements	19
7.2	FBT Reports to the Employer	19
7.3	FBT Returns	20
7.4	Funds Recovery from Employees	20
7.5	ITC Management and Re-imbursements	21
7.6	Payment Summaries and Reportable Superannuation	22
8	GOVERNANCE AND CONTRACT MANAGEMENT	22
8.1	SAGSSA Principal Contract Manager	22
8.2	Contract Management arrangements	23
8.2.1	Monthly Contract Management Meeting	23
8.2.2	Payroll Meetings	23
8.2.3	Taxation Meetings	24
8.2.4	Communication Marketing and Engagement Meetings	24
8.2.5	Biennial Review	25
8.2.6	Risk Management, BCP and DRP	25
8.2.7	Specialist Advice	25
9	OTHER	25
9.1	Super SA	25
9.2	MOSSSS	25

1. OVERVIEW

The South Australian Government has approved the operation of salary sacrifice for South Australian public sector employees under the SA Government Salary Sacrifice Arrangements (SAGSSA).

2. SCOPE

The Office for the public sector has policy responsibility for SAGSSA.

This guideline provides information to SA Government agencies to assist understanding the operation of SAGSSA. This guideline will be reviewed in May 2017.

Agencies may obtain further information regarding the operation SAGSSA from the Office for the Public Sector:

Patrick Monteagle
SAGSSA Principal Contract Manager
patrick.monteagle@sa.gov.au
0421 097 527
08 82262670

The information provided in these guidelines is general in nature. This information does not provide financial and/or taxation advice (also see Section 5.1).

3. INTRODUCTION

3.1 Salary Sacrifice and SAGSSA

The SA Government Salary Sacrifice Arrangements (SAGSSA) enable SA public sector employees to access salary sacrifice.

Salary sacrifice operates within Federal tax provisions. The Australian Taxation Office (ATO) describes salary sacrifice as an arrangement between an employer and employee where the employee agrees to forgo part of their future salary or wages in return for the employer providing them with benefits of similar value. Effectively, part of an employee's taxable income is redirected from Pay As You Go ("PAYG") income tax provisions to Fringe Benefits Tax ("FBT") provisions. These funds are expended on approved salary sacrifice items. In individual circumstances and subject to specific taxation provisions these arrangements can increase an employee's after tax remuneration at no additional cost to an employer. Salary sacrifice arrangements must be prospective, and cannot be put in place retrospectively.

FBT is the responsibility (and liability) of each employer and each employer has the right to approve, and apply limitations to salary sacrifice access for their employees. Access for SA public sector employees is provided by Cabinet approval of SAGSSA.

SAGSSA's objectives are to:

- Ensure the SA public sector is viewed as an employer of choice'.
- Ensure compliance with relevant legislation;
- Ensure the SA Government remains indemnified against any SAGSSA taxation or other liabilities; and
- Ensure SAGSSA operates at no material contractual cost to SA Government.

3.2 Who can access SAGSSA

SAGSSA is available to all SA public sector employees.

4. DELIVERY OF SALARY SACRIFICE SERVICES

4.1 SAGSSA Service Provider

Salary sacrifice administration involves application of specialist knowledge, including of Federal tax law. It is common for employers to contract specialist providers to deliver salary sacrifice services.

Maxxia Pty Ltd has been appointed as the sole provider¹ of services for SAGSSA.

4.2 Maxxia and the SAGSSA Principal Agreement

The SAGSSA Principal Agreement between the Government and Maxxia Pty Ltd:

- Operates until 30 June 2023.
- Requires Maxxia to perform the day to day administration associated with employee salary sacrifice agreements.

It is through Maxxia that SA public sector employee's access SAGSSA.

4.2.1 Service Specifications

The SAGSSA Principal Agreement specification requires Maxxia to deliver:

- Salary Sacrifice Service Delivery to Employees, including
 - Salary Sacrifice Administration Planning services
 - Customer Advocate services
- Salary Deduction and Administration Services for Employees
- Taxation Reporting and Administration Services to the Employer
- Salary Sacrifice Marketing, Communication and Engagement Services to the Employer and Employees
- Salary Sacrifice Service Improvement
- Specific Salary Sacrifice Service Functionality

4.2.2 SAGSSA Benefits to Employees

The SAGSSA Principal Agreement defines the items which an employee can salary sacrifice.²

Salary Sacrifice items available to SA Public Sector employees who are eligible for FBT exemption under Section 57A of the FBTA.

Category 1 - Subject to FBT.

Item 1.1 - Direct Debit: A recurrent periodic direct debit payment arranged by a SAGSSA Service Provider and transacted through a Financial Institution holding an Australian Banking Licence.

Item 1.2 - General Expenses: A payment through a SAGSSA approved, tax compliant credit card, arranged by the SAGSSA Service Provider and transacted through a Financial Institution holding an Australian Banking Licence.

Category 2 – Exempt from FBT

Item 2.1 – Meal Entertainment: A payment through a SAGSSA approved, tax compliant credit card, arranged by the SAGSSA Service Provider, for eligible expenses when dining out with others at restaurants, cafes, bistros either locally or overseas (conditions apply).

¹ Also see Section 9.1 for the role of SuperSA

² Limits may apply to the amounts which may be salary sacrificed by an employee. These may vary according to individual eligibility, and may be also be subject to change under Federal tax provisions.

Salary Sacrifice items available to SA Public Sector employees generally.

Category 2 - Exempt from FBT.

Item 2.2 Contributions to a complying superannuation fund.

Item 2.3 Taxi Travel to and from work.

Item 2.4 Work related items (portable electronic device, computer software, protective clothing, briefcase, tool of trade) - primarily for use in the employee's employment and does not apply where the employer otherwise provides the item.

Item 2.5 Staff Fitness and Gym (in House)

Category 3 - Subject to FBT (Novated Lease)

Item 3.1 Own motor vehicle through a novated car lease.

Category 4 - Subject to FBT (In House Benefits)

Item 4.1 Other (ATO approved) in-house benefits that may be approved by government or the Minister for Industrial Relations from time to time for inclusion in SAGSSA.

Category 5 - Not Subject to FBT (if employee could have claimed an income tax deduction)

- Membership fees and subscriptions to professional associations.
- Home office expenses.
- Financial counselling fees.
- Disability/income protection insurance.
- Self-education expenses

5. THE DECISION TO SALARY SACRIFICE

5.1 Employee Choice

The Government's decision to approve SAGSSA as an employer of choice initiative provides every public sector employee with an option to access salary sacrifice arrangements to which they are eligible under Federal tax arrangements.

This decision is solely one for each employee.

Employees remain responsible for seeking their own financial and taxation advice in making this decision.

5.2 Information to Employees about SAGSSA.

Under the SAGSSA Principal Agreement Maxxia are commissioned to provide information to employees about the salary sacrifice arrangements each employee may access under SAGSSA.

Maxxia provide information in a number of ways:

- In response to Customer enquires via
 - Maxxia's SA Government website - www.maxxia.com.au/government
 - Phone inquiries - 1300 123 123
 - Email inquiries - saoffice@maxxia.com.au
 - Face to face inquiries including at Maxxia's SA office –

Ground Floor
45 Pirie Street
Adelaide 5000
- Active provision of information –
 - Visits by Maxxia to Agency sites
 - Email distribution by Maxxia through Agencies to their employees.
 - Made available through a range of channels – hard copy information guides and FAQs and Agency newsletters and intranet sites.

5.3 Maxxia access to Agency workplaces

Cabinet's approval of SAGSSA provides all public sector employees with the choice to access approved salary sacrifice arrangements, and that choice is solely matter for the employee.

Informed employee choice can only occur where relevant information is provided for enable that decision.

Because salary sacrifice involves the application of Federal tax law, and can be complex, Maxxia (as the specialist service provider) has as its first responsibility, provision of this information to employees.

Agencies do not provide this information to employees.

In discharging their responsibilities under the SAGSSA Principal Agreement Maxxia seek access to employees in their workplace to deliver salary sacrifice information. In responding to requests, agencies recognise that Maxxia is operating as the Government's agent in providing salary sacrifice information.

- Agencies support reasonable access to employees by Maxxia through a range of face to face contact - including information sessions, attendance at orientations and staff meetings.
- Agencies have regard to operational requirements, and particularly frequency of access, when responding to Maxxia requests.
- Agencies do not assume levels of interest (or otherwise) in SAGSSA amongst employees.

On occasions Maxxia may propose events to support to provision of information to employees – examples are lunch time BBQs, displays of vehicles and so on.

- Decisions regarding such events are made by Agencies. Provided that a proposed event will support the dissemination of information and demonstrate a clear link between the event and Maxxia's responsibilities, these events may be approved.
- Agencies are not compelled to agree to this style of event.
- It is important that events be appropriately constrained, and not breach agency gift and benefits policy.

5.4 Maxxia SAGSSA Engagement Plan with each agency

Under the SAGSSA Principal Agreement, Maxxia are required to agree an annual SAGSSA Engagement Plan with each Agency.

The primary objective of the SAGSSA Engagement Plan is to ensure the effective provisions of SAGSSA information to employees.

The Office for the Public Sector will assist with completion of this agreement process as necessary.

6 SAGSSA ADMINISTRATION

6.1 Salary Sacrifice Administration Plan

SA public sector employees are required to engage Maxxia to administer their salary sacrifice arrangement.

Where the employee decides to enter into salary sacrifice arrangements, Maxxia will design those arrangements with each employee to ensure:

- The employee's needs are met, and
- There is compliance with Federal tax requirements

This agreement between Maxxia and the employee is documented in a Salary Sacrifice Administration Plan and this forms the basis of Maxxia's delivery of services to employees.

Maxxia will then facilitate completion of the required Agreements. These may be executed in hard copy or a recorded telephone declaration/agreement. Agreements are retained by Maxxia.

6.2 Employee Requirements

6.2.1 SAGSSA Agreements

Where the employee chooses to enter into salary sacrifice arrangements they are required to enter into two SAGSSA agreements, with an additional agreement if a novated lease is included.

These arrangements support the Government's objective to remain indemnified from taxation or other liabilities.

Execution of these agreements is embedded into Maxxia's administrative processes, and Maxxia manage the process of agreement execution by employees and employers.

The agreements are:

Salary Sacrifice Agreement

- The Salary Sacrifice Agreement (Attachment A – page 24) executed by the employee and the employer (by the Chief Executive's SAGSSA delegate) – (also see Section 4.3).
- Under the Salary Sacrifice Agreement:
 - The employer approves the employee's access to SAGSSA
 - The employee accepts the conditions of SAGSSA, including but not limited to:
 - (Clause 9.5) *"employee will indemnify the employer from and against all charges, costs, damages, disbursements, fees, losses suffered or incurred by the employer"*

- *(Clause 9.1) "The employee acknowledges that he/she participates in salary sacrifice as a public servant and will comply at all times with the Public Sector Code of Conduct".*

Salary Sacrifice Service Agreement

- The Salary Sacrifice Service Agreement (Attachment B – page 24) is executed by the employee and Maxxia.
- Under the Salary Sacrifice Service Agreement Maxxia becomes the employee's agent at law for the administration of SAGSSA.

Deed of Novation

Where an employee enters into a Novated Lease arrangement for a motor vehicle they are also required to enter into a Deed of Novation (Attachment C – Page 24) as required under Federal tax arrangements. The employer delegate and the financier also sign the Deed of Novation.

6.2.2 Financial Advice

Responsibility for Financial Advice

Maxxia's process and documentation also includes acknowledgement of the employee's responsibility to obtain independent financial advice.

6.2.3 Fees Payable by the Employee

Employer Charge

A \$44.00 (GST inclusive and post-tax) employer charge is payable by SA Government employees to SA Government agencies when the employee enters into a new salary sacrifice agreement with their employer. The \$44 fee is collected by payroll and distributed to the relevant agency.

Maxxia Administration Fee

When entering into the Salary Sacrifice Service Agreement the employee agrees to pay administration fees to Maxxia for the employee's salary sacrifice arrangement. Generally the administration fee will form part of the salary sacrifice amounts deducted from the employee's salary i.e. payment from pre-tax salary.

The administration fees are as follows:

Pricing	Services
\$55 per annum	Salary Sacrifice a non FBT item such as additional superannuation or in-house benefits (as defined in Attachment 1 to Schedule 2, Items 2.1 & 2.4 and Category 5).
No Charge	Work Related Items (as defined in Attachment 1 to Schedule 2, Items 2.2 & 2.3).
\$190 per annum	Salary Sacrifice any combination of the FBT exemption available to Public Hospital/Ambulance/Benevolent Institution employees, a Novated Lease and otherwise deductible benefits (as defined in Attachment 1 to Schedule 2, Category 1).
\$198 per annum	The provision of a fully managed Novated Lease (arranged & administered by the service provider), in addition to Salary Sacrifice fee (as defined in Attachment 1 to Schedule 2, Category 3).
\$180 per annum	Salary Sacrifice a Novated Lease only (as defined in Attachment 1 to Schedule 2, Category 3).
\$60 per annum	Meal Entertainment (available to eligible employees within FBT exempt employers: Public Hospital/Ambulance/Benevolent Institutions).

6.3 SAGSSA Agreements – Employer Delegate

SAGSSA requires the employer delegate to enter into the Salary Sacrifice Agreement and, where a motor vehicle lease is involved, a Deed of Novation.

Each Agency appoints SAGSSA delegates.

In entering into these Agreements the delegate is:

- (Primarily) confirming the applicant is a public sector employee of the agency.
 - If there is any doubt regarding the public sector status of a person/group of persons this may referred to the SAGSSA Contract Manager directly (contact) or through Maxxia who will source the advice from the Contact Manager.
- (By exception) considering any practical reason which might prevent the employee from entering into an agreement – examples might include imminent retirement, casual employment under which the employee is unlikely to be able to meet the requirements of the arrangement and so on.

- These issues arise infrequently as Maxxia designs each employee's arrangements which are aligned with individual circumstances.
- The delegate is entitled to seek confirmation from Maxxia that the employee is proceeding with the full knowledge of the issues/risks of the arrangement.
- May refer the matter to the SAGSSA Contract Manager directly (contact) or through Maxxia who will source the advice from the Contact Manager.

It is important that the delegate does not exercise judgement as to the merit of the arrangements for the employee. The decision to enter into SAGSSA arrangements is entirely a matter for the employee.

To facilitate prompt and streamlined delegate approvals, Maxxia has implemented an on line delegate approval portal. Delegates are notified of employee requests electronically and subsequently confirm eligibility for the employee to commence salary packaging arrangements.

The Delegate Approval Portal Quick Reference guide is attached (Attachment D, page 24).

6.4 SAGSSA Other Facilities Provided to the Employee by Maxxia

Once the Salary Sacrifice Administration Plan (See Section 4.1) and formal Agreements have been signed (Section 4.2.1), Maxxia will determine which facilities are required to support the arrangement (if any) – e.g. tax compliant credit cards, novated leases/vehicles (See Section 4.8).

Maxxia will then fulfil the following requirements for the employee.

- Calculate the deductions required to be made from the employee's salary/wages under the plan. With the exception of a small number of specific items, deductions are made pre-tax to give effect to salary sacrifice arrangements under relevant taxation provisions.
- Provide facilities required where required – e.g. credit cards, novated lease arrangements (See Section 4.4)

6.5 Payroll Deduction

After Maxxia has finalised the Salary Sacrifice Administration Plan (See Section 4.1) with each employee, finalised the SAGSSA Agreements (See Section 4.2.1), and obtained any pre-requisite facilities (See Section 4.4), Maxxia, together with the employee, determines the amount which is to be deducted from an employees pay to implement the employee's salary sacrifice arrangements. Deductions may be made as a once off event, a fixed amount per pay period or as a fixed percentage of their earnings per pay period.

Maxxia provide Shared Services Payroll³ with electronic instructions to deduct amounts from salary in accordance with the employee's salary sacrifice agreement. The majority of salary sacrifice deductions are pre-tax, although some post tax deductions may also occur.

Payroll deductions (i.e. the salary sacrificed amounts) are transferred each pay period from payroll to Maxxia.

Maxxia conduct an automated reconciliation of the requested salary deduction with both the funds transferred by payroll and the associated electronic file detailing the amounts for each employee.

Adjustments to deductions and the plan may be implemented at the request of the employee.

6.6 The SAGSSA Bank Account

Funds received for each employee ex payroll are credited to SAGSSA Bank Accounts where they are held in trust by Maxxia.

Maxxia hold these amounts in the SAGSSA Bank Account, as an agent for the employer, pending distribution of funds to acquire or reimburse fringe benefits for employees in accordance with the Salary Sacrifice Administration Plan and the Salary Sacrifice Service Agreement.

Once a month:

- Bank Accounts are reconciled by Maxxia against the individual employee balances.
- Copies of the bank account balances are provided to the SAGSSA Contract Manager.
- An external audit of bank account balances is conducted and the report provided to Maxxia and then to the SAGSSA Contract Manager.

6.7 Ongoing Administration

In accordance with the Salary Sacrifice Administration Plan (See Section 4.1) funds are disbursed/transferred by Maxxia to give effect to the salary sacrifice deductions – transfer of funds to SAGSSA credit cards, to repay loans from financial institutions, to fund novated lease arrangements⁴, to transfer funds to superannuation accounts and so on.

On an ongoing basis Maxxia will monitor progress of the employee's SAGSSA arrangement, including:

- The adequacy (or excess levels) of funds in the account to meet the needs of the Agreement – noting some deductions set in place are estimates of future expenditure.
- Any emerging or future taxation issue which may need to be remedied or managed by the

³ Or Agency payroll unit if Shared Services are not utilised.

⁴ See Section 4.8

employee and Maxxia.

Maxxia's intervention is intended to ensure that the Salary Sacrifice Administration Plan is executed in a manner which achieves the objectives of the plan and ensures ongoing taxation compliance.

Employees receive reports from Maxxia as follows.

Report Title	Purpose/content	Format	Frequency & requirements
Employee Quarterly Statement (for employees)	Statement of Transactions per individual employee	Electronic read-only access to past 90 days transactions	Quarterly Statement received within 10 clear business days

6.8 Novated Leasing

Employees may enter into arrangements for a novated lease for motor vehicles.

SAGSSA novated lease arrangements provide a range of choices for employees including:

- Source and selection of vehicle
- Leasing arrangements.
- Management of the lease/vehicle support

Maxxia do not provide vehicles or leasing services directly and source these for the employee as part of the SAGSSA service.

Maxxia can assist in obtaining a vehicle if required. Of note:

- Maxxia negotiates advantageous pricing with vehicle providers and can offer these to employees.
- Employees may source their own vehicle.
- There are a range of options regarding second hand vehicles, including vehicles currently owned by the employee.

Novated leases require the employee to enter into a lease arrangement compliant under Federal tax law.

- Maxxia will guide the employee through the leasing requirements.

- Maxxia provide employees with access to a panel of leasing finance providers.
- Employees may source their own lease finance.

There are a range of other considerations which may be beneficial to, or provide flexibility, for the employee on which Maxxia provides comprehensive information.

An employee can have an arrangement under which:

- Maxxia fully services the lease and all aspects of the operation of the vehicle such maintenance, servicing, fuel and so on
- The employee may self-manage the arrangement, under which Maxxia provides only the minimum administrative services to comply with federal tax law.

Employees must enter into a Deed of Novation (See 4.2.1 and Attachment C Page 24)

6.9 Complaints and the Customer Advocate

An employee may raise concerns with Maxxia at any time by contact through phone, email or directly at Maxxia Service Centre. (See Section 3.2 for contact details). Maxxia will retain a record of this engagement.

Where an employee is not satisfied that the matter has been resolved they may lodge a complaint with Maxxia – details are available at <http://www.maxxia.com.au/government/your-feedback>.

Statistics on complaints are presented to the SAGSSA Contract Management meeting for formal review each month.

If the employee is not satisfied with the resolution offered as part of the Complaints and Feedback process, then they can contact (or request the matter be referred to) the Customer Advocate, who will act on the employee's behalf to resolve the matter. All cases referred to the Customer Advocate, including resolution are reported in detail to the SAGSSA Contract Manager.

Agency managers may direct cases to the SAGSSA Contract Manager at any time, via email or phone. These cases will be directed to the Customer Advocate for resolution. In such cases the SAGSSA Contract Manager will keep the Agency updated and advised of the outcomes.

6.10 Refunds

It is common for balances to rise in an employee's account due to timing differences or where there is some mismatch between original estimates and actual salary sacrifice activity.

Maxxia manage the balance in each employee's account to:

- Ensure the amount held in the account is reflective of the agreed salary sacrifice administration plan.
- The amount held in an employee's account can be justified in terms of both the letter and spirit of Federal tax arrangements.

Maxxia is required to maintain levels below the \$2,000 level unless larger amounts are required under the salary sacrifice administration plan or agreed with the SAGSSA Contract Manager.

Where accounts accumulate excessive balances or a SAGSSA arrangement ends, funds are refunded by Maxxia.

- Where funds were originally deducted post PAYG they are returned directly to the employee.
- Where funds were originally deducted pre-tax they are refunded to Payroll who in turn pay these amounts as remuneration subject to PAYG.
 - These refunds occur via file upload of refunds from Maxxia to Payroll where they are automatically uploaded to Payroll. A reconciliation report is provided for both Payroll and general ledger control action by Shared Services⁵.
 - Large value refunds may occur through the adjustment of PAYG deductions across the balance of the taxation year, rather than a single pay period. The standard benchmark for enacting adjusted tax arrangements is set by Payroll.

This process is managed through SAGSAA Payroll meetings (See Section 8.2.2)

6.11 Termination

Once an SAGSSA arrangement comes to an end Maxxia will conduct a full reconciliation of Funds received for each employee and arrange for finalisation of administration included tax reporting and return of surplus funds through Payroll.

Maxxia provide the following termination reports:

⁵ Or non-Shared Services payroll unit

Report Title	Purpose/content	Format	Frequency & requirements
Salary Sacrifice Termination Reconciliation (for employees and employers)	Reconciliation on termination of salary sacrifice arrangements or employment of actual expenses and FBT, for the year to date since the last Annual FBT Reconciliation Report	Electronic	Within 5 clear business days of termination after receipt of last known transactional data Return of any surplus funds within 10 clear business days

7 TAXATION AND FUND RECOVERY

7.1 Management of the Employee Tax Arrangements

Maxxia manages taxation arrangements for each employee during the course of the year.

Maxxia regularly reviews each employee's tax position. Where necessary Maxxia will discuss action during the year for the employee to ensure a taxation liability does not accrue at the cessation of the FBT year - for example, through adjustment of the fortnightly deduction from Payroll to cover possible shortfall. An employee may opt to defer payment of such a liability until the end of the FBT year.

Maxxia's role is to ensure such a decision by the employee is based on comprehensive information.

Note that Maxxia does not manage employer provided fringe benefits which may have an additional impact on an employee's tax position – if applicable these cases are managed by the agency taxation team. Where an employee becomes aware of such cases contact with Maxxia to determine any impact on their salary sacrifice administration plan may assist.

7.2 FBT Reports to the Employer

Maxxia provides reports to Shared Services SA Taxation, Department for Health and Ageing (DHA) Taxation Services and to other agency taxation units as required, as follows.

TAXATION AND EMPLOYEE ACCOUNT REPORTING			
Report Title	Purpose/content	Format	Frequency & requirements
Employee Benefit and FBT Liability Report (for employers)	Details for each individual employee FBT liability broken down by benefit type	Electronic file in a format which can be uploaded to ONESOURCE FBT	Annually as at 31 March Report received by 21 April of each year during the term
Annual Employee FBT Remittance Report (for employers)	Statement of final balances for FBT year per Employee Total of FBT payable (as per Employee Benefit, FBT liability Report), FBT Amount remitted to Employer.	Electronic - spreadsheet format.	Annually as at 31 March Report and payment received by 31 May of each year during the term Report accompanied by EFT remittance/ advice

This process is managed through the SAGSSA Taxation meeting (See Section 8.2.3).

7.3 FBT Returns

Preparation of the FBT return is the responsibility of the nominated SA Government agency⁶. Maxxia provides information in April each year as source material for these returns. Maxxia is required to maintain records sufficient for that purpose and are accountable under the SAGSSA Principal Agreement for that purpose.

This process is managed through the SAGSSA Taxation Meeting (see Section 8.2.3).

Queries may be addressed directly to Maxxia, or via the SAGSSA Contract Manager.

7.4 Funds Recovery from Employees

SA Government employees are required to meet the cost of any FBT liability.

⁶ Or by Shared Services SA on their behalf

If the annual reconciliation process identifies an amount outstanding to the SA Government agency by an employee, then the salary sacrifice agreement enables the SA Government agency to recover that amount immediately and in full from the employee. The executed salary sacrifice agreement indemnifies the SA Government agency against any taxation liability.

Note:

- Maxxia will collect any outstanding debts owed by an employee to the SA Government agency where the agency requests them to do so and where the employee agrees to participate. Alternatively, or where Maxxia's recovery action is not successful, the matter becomes one between the SA Government agency and the employee as a debt recovery issue.
- Where there is a significant shortfall due to an administrative error, such as in the original design stage of the employee's salary sacrifice package, resolution of the matter should be sought in consultation with the relevant employee and Maxxia. The SAGSSA Contract Manager will support this process.

The debt recovery process is managed through the SAGSSA Taxation Meeting (See Section 8.2.3).

7.5 ITC Management and Re-imburements

On 2 July 2000, the Treasurer approved a policy requiring the value of input tax credits claimable by SA Government agencies in relation to benefits provided under the SA Government's salary sacrifice arrangements, to be passed on to participating employees. This policy is consistent with the requirement for participating employees to bear any FBT liability. Portfolio Chief Executives were advised of the decision on 4 August 2000. To facilitate the passing on of input tax credits to SA Government employees:

- At the salary sacrifice design stage, Maxxia will determine the tax treatment of the salary sacrifice benefits. Where an input tax credit entitlement exists, the salary sacrificed amount is calculated GST exclusive (i.e. the payroll deductions for the benefits to be purchased will be GST exclusive).
- Employee benefit items are paid/reimbursed by Maxxia as GST inclusive. GST on the employee benefit items are temporarily funded from the SAGSSA Bank Account (see Section 4.6).
- Maxxia electronically provides monthly input tax credit reports to SA Government agencies within 10 business days after the end of each month to enable SA Government agencies to claim the input tax credits on their business activity statement.
- SA Government agencies reimburse Maxxia within 30 (calendar) days of receipt of the monthly input tax credit report (via EFT). Maxxia then reimburses the Bank Account for the value of these input tax credits, returning the Bank Account to balance.

- Maxxia holds the tax invoices/receipts as agent for the SA Government agency. Agencies may request copies of documentation through the SAGSSA Contract Manager.

Employers receive ITC reports as follows:

Report Title	Purpose/content	Format	Frequency & requirements
Salary Sacrifice Input Tax Credit Report (for employers)	Report details individual employee Input Tax Credits	Electronic	Monthly Report received within 10 clear business days

This process is managed through the SAGSSA Contract Management (See Section (8.2.1)).

7.6 Payment Summaries and Reportable Superannuation

The preparation of employee payment summaries, determination of reportable fringe benefits and the determination of reportable superannuation contributions is the responsibility of the employer (and undertaken by Shared Services SA for the vast majority of employees).

Where a SA Government employee enters into a salary sacrifice arrangement for superannuation contributions (or additional super contributions above compulsory contributions which are employee influenced), Commonwealth taxation legislation requires the employer to report these on employees' payment summary. These contributions are called Reportable Employer Superannuation Contribution.

Maxxia deducts salary sacrifice superannuation contributions under a unique code that enables Shared Services to track and report these contributions on payment summaries. In addition subsequent employee requests for additional ad hoc payments to superannuation can be sourced from other funds held in an employee's account. Maxxia provides Shared Services/other impacted agencies with an annual variation report of the reportable superannuation contributions – this is provided within 48 hours of the close off of the last pay for the year. This data is used as input to amendments of the annual reportable superannuation contributions for any employees where such a variance exists.

This process is managed through the SAGSSA Payroll meeting. (See Section 8.2.2).

8 GOVERNANCE AND CONTRACT MANAGEMENT

8.1 SAGSSA Principal Contract Manager

The SAGSSA Principal Contract Manager (OPS):

- Is the Government's formal representative for the SAGSSA Principal Agreement
- Manages the operation of the SAGSSA through the meeting processes outlined below, including all aspects of performance, customer service, legal compliance and improvement of SAGSSA.
- Addresses matters raised by SA Public Sector employers, including Directors of Human Resources, Shared Services SA and other Payroll representatives, Shared Services SA, DHA and other Taxation representatives.
- Constructs and annual program Plan for the management of SAGSSA which approved by OPS.

8.2 Contract Management arrangements

Formal structured contract management meetings with Maxxia are in place and are chaired by the SAGSSA Principal Contract Manager.

8.2.1 Monthly Contract Management Meeting

Purpose:	Peak mechanism of management of the SAGSSA Principal Agreement
Conducted:	Monthly
Attendees:	Maxxia, OPS, others on invitation
Agenda:	Management of performance through KPI's included in Schedule 4 of the SAGSSA Principal Agreement. Service delivery Business Improvement Risk Management External reviews of performance and audits conducted under the contract.
Minutes:	Held by the Office for the Public Sector.

8.2.2 Payroll Meetings

Purpose:	Management of transfer of SAGSSA payroll arrangements.
Conducted:	Monthly
Attendees:	Maxxia, OPS, Shared Services SA

Agenda: Management of transfer of funds information between Maxxia and employees.

Management of payroll business improvement.

Management of payroll remedial activity

Minutes: Held by the Office for the Public Sector.

8.2.3 Taxation Meetings

Purpose: Management of transfer of SAGSSA taxation arrangements.

Conducted: 2-3 monthly

Attendees: Meeting 1. Maxxia, OPS, DHA Taxation

Meeting 2. Maxxia, OPS, Shared Services SA

Agenda: Management of:

Taxation administration by Maxxia on behalf of employees.

Taxation reporting by Maxxia on behalf of agencies

Debt recovery by Maxxia on behalf of agencies

Management of business improvement relative to taxation and debt recovery

Minutes: Held by the Office for the Public Sector.

8.2.4 Communication Marketing and Engagement Meetings

Purpose: Management of transfer of SAGSSA communication, marketing and engagement by Maxxia with agencies

Conducted: Quarterly

Attendees: Maxxia, OPS, others on invitation

Agenda: Management of all aspects of SAGSSA communication, marketing and engagement.

Management of business improvement relative to SAGSSA communication, marketing and engagement.

Minutes: Held by the Office for the Public Sector.

8.2.5 Biennial Review

The administration of SAGSSA is subject to formal independent review of its operations. The review has to date been undertaken by PwC under the Audit and Related Financial Services Panel.

A broad range of Government and Maxxia stakeholders are consulted under this review.

The report is addressed to the Commissioner for Public sector Employment.

Business improvement aspects of SAGSSA are managed through the Monthly SAGSSA Contract Management meeting (see Section 8.2.1)

8.2.6 Risk Management, BCP and DRP

The Office for the Public Sector maintains Risk Management and Disaster Recovery Plans for SAGSSA. These are subject to period external review.

8.2.7 Specialist Advice

The Office for the Public Sector seeks specialist advice as required. Primary sources of advice are provided by the Crown Solicitor and (currently) from PwC under the Audit and Related Financial Services Contract.

9 OTHER

9.1 Super SA

SuperSA also acts as a SAGSSA service provider. Employees may salary sacrifice superannuation directly to the SSS Scheme under this arrangement. There is no requirement to use Maxxia in these circumstances although on occasions Maxxia and an employee may find it expeditious/convenient.

9.2 MOSSSS

The Medical Officers Specific Salary Sacrifice Scheme (MOSSSS) is a legacy scheme for a small number of SA Health Medical Officers employed under an historical Enterprise Bargaining Agreement, which is now closed to new members.

Existing participants of the scheme were allowed to continue in it until they elected to opt out or changed roles into one ineligible for MOSSSS.

MOSSSS participants must cease use of this scheme before they are able to access SAGSSA. It is important that if they have already utilised access to their available FBT cap prior to transferring, they will be liable for any FBT should they exceed this cap once opting out of the scheme. DHA is responsible for the management of the MOSSSS contract. Maxxia administers MOSSSS.

ATTACHMENTS

ATTACHMENT A - SALARY SACRIFICE AGREEMENT

ATTACHMENT B - SALARY SACRIFICE SERVICE AGREEMENT

ATTACHMENT C - SAGSSA DEED OF NOVATION

ATTACHMENT D - DELEGATE APPROVAL PORTAL

SALARY SACRIFICE AGREEMENT

BETWEEN:

The employer named in the Salary Packaging Application (“**employer**”);

and

The employee named in the Salary Packaging Application (“**employee**”).

WHEREAS:

- A The parties agree that the employee electing to Salary Sacrifice will do so on the terms and conditions set out below.
- B The parties agree that this Salary Sacrifice Agreement:
 - (a) will commence at the beginning of the first full pay period commencing on or after the day of this Salary Sacrifice Agreement’s execution; and
 - (b) will cease on the on the expiry or termination of this agreement pursuant to clause 10.

IT IS FURTHER AGREED AS FOLLOWS:

1. INTERPRETATION

The definition of various terms used in this Salary Sacrifice Agreement is contained in the Definitions to this Agreement.

2. SALARY SACRIFICE

- 2.1 The employee may specify a proportion of the salary that is to be sacrificed in advance (the “sacrificed amount”) prior to earning the same during the period covered by this Salary Sacrifice Agreement. The sacrificed amount:
 - (a) must be specified in the employee’s Payroll Reduction Advice form issued to Shared Services SA;
 - (b) may be varied by the employee during the period covered by this Salary Sacrifice Agreement by issuing further Payroll Reduction Advice/s to Shared Services SA.
- 2.2 The employee may elect to take one or more of the Salary Sacrifice items described in the Attachment and such other Salary Sacrifice items that the Minister for the Public Sector may approve.
- 2.3 It is agreed between the parties that:
 - (a) the employee shall pay to the employer an “employer charge” in the amount and manner described in the Salary Packaging Application;
 - (b) all liability including any FBT liability incurred by the employer, including outside of SAGSSA, in respect of the employee may be deducted by the employer from the employee’s total annual earnings;
 - (c) each pay period the employer will distribute the sacrificed amount to the Service Provider;
 - (d) in order to Salary Sacrifice the employee must nominate the Service Provider in order to

administer the Salary Sacrifice arrangement except where permitted by the employer in instances where the employee sacrifices directly into South Australian Government superannuation schemes;

- (e) prior to commencing salary sacrifice the employee must agree a Salary Sacrifice Administration Plan with the Service Provider for the administration of the employee’s salary sacrifice arrangements for the period of this agreement. The employee agrees that it shall not change the template elements of the Salary Packaging Confirmation Schedule. The employee must comply with this plan unless amendments are agreed with the Service Provider;
- (f) any interest derived by the employee in respect of the sacrificed amount will be applied by the employer to defray the costs of the administration of the Salary Sacrifice Agreements.

3. TAXATION LIABILITIES

- 3.1 If the employer incurs any taxation or other liability in connection with the employee’s Salary Sacrifice, which liability is not settled by the employee to the employer’s satisfaction, the employer without incurring any liability to the employee may terminate this agreement forthwith.
- 3.2 The employee acknowledges and agrees that any failure to settle liabilities with an employer will disqualify him or her from further participating in salary sacrifice.
- 3.3 The employee shall comply with all Commonwealth and State laws (including but not limited to taxation laws) when participating in salary sacrifice.

4. ADMINISTRATION

- 4.1 The employee acknowledges that it will not require the Service Provider to deal with the amounts held by it in respect of the Salary Sacrifice in a manner other than in accordance with the Salary Packaging Confirmation Schedule and this Salary Sacrifice Agreement.
- 4.2 The employee consents to the employer disclosing any books, records, or other personal information to the Service Provider and to Commonwealth and State taxation authorities for the purpose of this Salary Sacrifice Agreement.

5. FINANCIAL ADVICE

- 5.1 The employee is required to acknowledge on the Salary Packaging Application that any financial advice required to inform or support their decision to salary package is their sole responsibility and any such advice must be obtained by them independently from their employer or the Service Provider.

6. SUPERANNUATION

The employer shall make contributions in respect of the employer’s share of the liability accruing in relation to the employee’s membership of the Superannuation schemes established under the Superannuation Act

1988 and/or the Southern State Superannuation Act 1994, on the same terms and conditions as applied as at the date of commencement of this Salary Sacrifice Agreement, subject to the employee making any election required under the relevant superannuation legislation to maintain benefits applicable to salary (as defined in the relevant superannuation legislation) applying at the date of the commencement of this Salary Sacrifice Agreement.

7. ACKNOWLEDGMENTS

The employee acknowledges that it is imperative that he/she promptly notify the Service Provider of any matter which may impact on the terms of his/her Salary Sacrifice Administration Plan.

8. DISPUTES AND COMPLAINTS

8.1 The employee acknowledges and agrees that if a dispute or complaint arises in respect of the Salary Sacrifice arrangements he/she will:

- (a) notify and endeavour to resolve complaints and disputes only with the service provider (not the employer); and
- (b) must first attempt to resolve any dispute or complaint arising out of this agreement through the SAGSSA Customer Advocate Process, the terms of which shall be advised by the Service Provider.

9. NATURE OF RELATIONSHIP BETWEEN THE PARTIES AND LIABILITY

- 9.1 The employee acknowledges that he/she participates in salary sacrifice as a public servant and will comply at all times with the Public Sector Code of Conduct.
- 9.2 Neither of the parties has the authority to act for or to incur any liability or obligation on behalf of the other except as expressly provided in this Salary Sacrifice Agreement.
- 9.3 The employee acknowledges that the employer is not liable to the employee in respect of the selection of the Service Provider, or in any matter in respect of the Salary Sacrifice, including:
 - (a) any information supplied by the employer to any person, and
 - (b) any monies distributed to the Service Provider or the recipient.
- 9.4 The employee further acknowledges that the employer is not liable to the employee either directly or indirectly for any acts or omissions whatsoever (including without limitation any failure by the employer to comply with the employee's instructions in relation to salary sacrifice) of the employer, Service Provider or any other person howsoever described regarding the Salary Sacrifice arrangement.
- 9.5 The employee shall indemnify the employer in respect of the employee's Salary Sacrifice from and against:
 - (a) any income tax or any other taxation liability whatsoever (including any administrative penalty, fine or other amount) that may become payable pursuant to any relevant taxation legislation and rulings;

- (b) any Provider Administration fee in respect of the employee's Salary Sacrifice; and
- (c) all other liability howsoever described not otherwise covered by clauses 9.3 and 9.4 above.

- 9.6 The employee will indemnify the employer from and against all charges, costs, damages, disbursements, fees, losses suffered or incurred by the employer as a consequence of any:
 - (a) misappropriation;
 - (b) failure to account;
 - (c) any other breach/es of this Salary Sacrifice Agreement or the Salary Sacrifice Service Agreement by the Service Provider of or in relation to any moneys it holds on behalf of the employer;
 - (d) failure by the Service Provider to make any payments as directed by the employer on the employee's behalf or employee pursuant to or as authorised by this Salary Sacrifice Agreement; or
 - (e) any other matter or thing done or omitted to be done by the Service Provider in relation to the employee.
- 9.7 The employee acknowledges and agrees that this clause 9 survives the expiry or termination of this Salary Sacrifice Agreement.

10. TERMINATION

- 10.1 This Salary Sacrifice Agreement shall expire and terminate:
 - (a) on the Expiry Date; or
 - (b) on the expiry or termination of the Principal Agreement;
 - (c) at any time by written agreement between the parties,
 - (d) on the date that the employee's employment with the employer ends;
 - (e) pursuant to the operation of clause 3.1 and/or 3.2 in this Salary Sacrifice Agreement;
 - (f) if the employer gives to the employee not less than twenty-one (21) days prior written notice terminating this Salary Sacrifice Agreement at any time prior to the Expiry Date;
 - (g) at any time and without notice (except as otherwise stated) by the employer if the employee:
 - (i) fails in the opinion of the employer to comply with any provision of this Salary Sacrifice Agreement;
 - (ii) threatens to do or does any of the following:
 - (A) enters into bankruptcy either compulsorily or by virtue of Part X of the Bankruptcy Act;
 - (B) has a sequestration order made against his or her estate whether pursuant to the Bankruptcy Act, the Family Law Act or any other law of the Commonwealth or the State of

the Commonwealth of Australia;

(C) has any judgment entered or made against it or any similar occurrence under any jurisdiction which affects the employer;

(D) engages in any conduct prejudicial to the interests of the employer in respect of this Salary Sacrifice Agreement;

but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the employer.

10.2 Notwithstanding anything to the contrary contained in this Salary Sacrifice Agreement, in the event of any breach or suspected breach by the employee of any of clauses of this Salary Sacrifice Agreement, the employer has the option to terminate this Salary Sacrifice Agreement forthwith upon written notice to the employee.

11. NOTICES AND COMMUNICATION

Any notice or other communication to or by either of the parties shall be:

- 11.1 in writing addressed to by one party to the other party; and
- 11.2 be deemed to be duly given in the case of:
 - (a) delivery in person, when *delivered*; or
 - (b) delivery by post, the third day *after* posting; or
 - (c) in the case of electronic mail, when receipt of the notice or communication is acknowledged by *recipient* to sender of the same.

12. ENTIRE AGREEMENT AND MODIFICATIONS

- 12.1 The Schedules to this agreement, and the completed Salary Packing Application, are incorporated into and form part of this agreement and are binding on the parties.
- 12.2 This agreement constitutes the entire Agreement of the parties relating to Salary Sacrifice and supersedes all prior agreements, understandings and negotiations relating to Salary Sacrifice.
- 12.3 No waiver, addition to or modification of any provision of this Salary Sacrifice Agreement shall be binding upon the parties unless agreed to in writing.

13. EXECUTION OF THIS AGREEMENT

The parties may execute this agreement by completing and signing a hard copy of a Salary Packing Application or, by completing a Salary Packing Application and indicating acceptance of the application and agreement terms by electronic means.

DEFINITIONS

- 14. In this Salary Sacrifice Agreement, including the above recitals, the following terms have the following meanings:
 - 14.1 "employer charge" means the fee charged by the employer to the employee for the administration of the Salary Sacrifice arrangements;
 - 14.2 "Expiry Date" means the date upon which this agreement concludes and which is the date of expiry of the Principal Agreement or the earlier date specified in your Salary Packaging Application;
 - 14.3 "Principal Agreement" means an Agreement entered into between the Minister for the Public Sector and on behalf of the Crown in right of the State of South Australia and Maxxia Pty Ltd in respect of the employee's Salary Sacrifice;
 - 14.4 "Salary Packaging Confirmation Schedule" means a schedule identifying the salary sacrifice activity agreed between the Service Provider and Employee which conforms with Commonwealth tax requirements;
 - 14.5 "SAGSSA" means South Australian Government Salary Sacrifice Arrangements;
 - 14.6 "Salary Packing Application" means the Application entered into by the employee to commence the salary sacrificing approval process;
 - 14.7 "Service Provider" is the service provider nominated by the employee to administer the employee's Salary Sacrifice, namely Maxxia Pty Ltd;
 - 14.8 "laws" means any legislation including but not limited to laws dealing with the imposition of and recovery of tax and includes, but is not limited to the:
 - (a) *Income Tax Assessment Act 1936* and Regulations; and
 - (b) *Income Tax Assessment Act 1997* and Regulations; and
 - (c) *Fringe Benefits Tax Assessment Act 1986* and Regulations; and
 - (d) *A New Tax System (Goods and Services Tax) Act 1999* and Regulations;
 - (e) *A New Tax System (Fringe Benefits) Act 2000* and Regulations;
 - (f) Rulings and/or Draft Rulings from the Commissioner of Taxation.

**ATTACHMENT - APPROVED SAGSSA ITEMS FROM 1
APRIL 2012**

Salary Sacrifice items available to SA Public Sector employees who are eligible for FBT exemption under Section 57A of the FBTA.

Category 1 - Subject to FBT.

Item 1.1 - Direct Debit: A recurrent periodic direct debit payment arranged by a SAGSSA Service Provider and transacted through a Financial Institution holding an Australian Banking Licence.

Item 1.2 - General Expenses: A payment through a SAGSSA approved, tax compliant credit card, arranged by a SAGSSA Service Provider and transacted through a Financial Institution holding an Australian Banking Licence.

Salary Sacrifice items available to SA Public Sector employees generally.

Category 2 - Exempt from FBT.

Item 2.1 Contributions to a complying superannuation fund.

Item 2.2 Taxi Travel to and from work.

Item 2.3 Work related items (portable electronic device, computer software, protective clothing, briefcase, tool of trade) - primarily for use in the employee's employment and does not apply where the employer otherwise provides the item.

Item 2.4 Staff Fitness and Gym (in House)

Category 3 - Subject to FBT (Novated Lease)

Item 3.1 Own motor vehicle through a novated car lease.

Category 4 - Subject to FBT (In House Benefits)

Item 4.1 Other (ATO approved) in-house benefits that may be approved by government or the Minister for the Public Sector from time to time for inclusion in SAGSSA.

Category 5 – Not Subject to FBT (if employee could have claimed an income tax deduction)

- Membership fees and subscriptions to professional associations.
- Home office expenses.
- Financial counselling fees.
- Disability/income protection insurance.
- Self education expenses.

SALARY SACRIFICE SERVICE AGREEMENT

BETWEEN:

The person named in the Salary Packaging Application (“**Employee**”);

and

The body named in the Salary Packaging Application (“**Service Provider**”)

WHEREAS:

This Salary Sacrifice Service Agreement creates the relationship between the Service Provider and the Employee in relation to the Employee’s Salary Sacrifice arrangements, and governs (in conjunction with the Principal Agreement) the administration of the Employee’s Salary Sacrifice arrangements.

THE PARTIES AGREE AS FOLLOWS:

- 1 The Employee nominates the Service Provider the agent of the Employer for the purposes of administering the Employee’s Salary Sacrifice on behalf of the Employer.
- 2 The Service Provider agrees to administer the Employee’s Salary Sacrifice arrangement in accordance with this Agreement and the Principal Agreement.

PERIOD OF OPERATION:

- 3 This Agreement shall, unless otherwise specified:
 - 3.1 start from the Commencement Date;
 - 3.2 expire on the Expiry Date; and
 - 3.3 expire if the Principal Agreement expires or terminates.
- 4 This Agreement overrides any prior agreement made between the parties and all such agreements are terminated as at the Commencement Date.
- 5 The Employee and the Service Provider agree that clause 13 survives this Agreement.

THE ACKNOWLEDGMENTS

- 6 The Parties acknowledge that:
 - 6.1 this Agreement contains the whole agreement between the Employee and the Service Provider; and
 - 6.2 the Service Provider 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
 - 6.3 all amounts distributed by the Employer to the Service Provider 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.
- 7 The Service Provider hereby acknowledges that:

- 7.1 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,
- 7.2 that it stands in a fiduciary relationship to the Employee whilst performing the services.

THE EMPLOYEE’S OBLIGATIONS

- 8 In order to facilitate the proper administration of this Salary Sacrifice arrangement the Employee shall:
 - 8.1 provide to the Service Provider full details in respect of his/her Salary Sacrifice and as required under his/her Salary Packaging Confirmation Schedule;
 - 8.2 give the Service Provider not less than 7 days written notice of the Employee’s intention to terminate this Agreement;
 - 8.3 enter into no more than one Salary Sacrifice Service Agreement at any one time;
 - 8.4 terminate any existing Salary Sacrifice Service Agreement before entering into another new Salary Sacrifice Service Agreement;
 - 8.5 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;
 - 8.6 complete the Financial Advice Certification Acknowledgement in the Salary Packaging Application in the manner specified in that acknowledgement, and provide a signed copy of that form to the Service Provider prior to the commencement of the Salary Sacrifice arrangement;
 - 8.7 comply with all reasonable directions and requests from the Service Provider.

THE SERVICE PROVIDER’S OBLIGATIONS

- 13 The Service Provider 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 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 all reasonable instructions of the Employee in respect of the performance by the Service Provider of its obligations under this Agreement, the Salary Sacrifice Agreement, and the Principal Agreement;

- 13.5 not, without the prior written approval of the Minister's Contract Manager, 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 accordance with the Employee's Salary Packaging Confirmation Schedule;
- 13.7 pay all expenses of and incidental to administration of the Employee's Salary Packaging Confirmation Schedule;
- 13.8 not raise any fees or charges against the Employee other than by means of the prescribed Provider Administration fees;
- 13.9 account to the Employee every quarter in respect of:
 - 13.9.1 all amounts distributed by the Employer to the Service Provider 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 Service Provider and not so applied;
 - 13.9.2 the Provider Administration fees deducted by the Service Provider from the sacrificed amount pursuant to this Agreement;
 - 13.9.3 all amounts distributed by the Service Provider pursuant to the Salary Sacrifice Agreement; and
- 13.10 give reasonable advice to Employees forewarning of potential future FBT deficit;

Access to Books and Records

- 13.11 permit the Employee at all reasonable times full and free access to inspect and take copies of all Books and Records in respect of the Employee's Salary Sacrifice Arrangement;
- 13.12 report to the Employee on demand and in any event report to the Employee on a quarterly basis as to the following:
 - 13.12.1 the manner of the application of the sacrificed amounts in respect of the Employee; and
 - 13.12.2 the balance outstanding in respect of the account;

Provision of reports, returns and financial or other information

- 13.13 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 Service Provider in relation to all amounts distributed or to be distributed, including motor vehicle expenses;

Indemnity

- 13.15 indemnify and keep indemnified the Employee from and against any and all costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatsoever kind or howsoever suffered or incurred by the Employee arising as a result of:
 - 13.15.1 any act, neglect, default or omission, fraud or dishonesty of the Service Provider or the Service Provider's staff;
 - 13.15.2 breaches resulting in any successful claim by any third party in respect of any matter associated with or related to the Salary Sacrifice Agreement;
 - 13.15.3 any claim by any third party in respect of any matter arising from the provision of Services; and
 - 13.15.4 the failure of the Service Provider to provide the Services;

Breach

- 13.16 forthwith notify the Employee of any suspected or actual contravention or breach of any provision of:
 - 13.16.1 any legislation, regulation, by law or other such provision associated with or related to the establishment, administration, delivery or provision of Services; and
 - 13.16.2 the Salary Sacrifice Agreement, this Agreement or any other agreement made between the Employee and the Service Provider;
- 13.17 take such reasonable actions as the Employee may direct at the expense of the Service Provider in relation to any contravention or breach described in the preceding clause;
- 13.18 comply with the terms of any default notice;

Confidentiality

- 13.19 not divulge any information to any person in respect of the Employee or the Employee's Salary Sacrifice Agreement unless specifically authorised by the Employee to do so and unless expressly provided to the contrary in this Agreement, or as set out in the Principal Agreement under the heading "Confidentiality" as if the same were set out herein.

BANK ACCOUNT

- 14 The Service Provider'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 Principal Agreement were set out herein.

PROVIDER ADMINISTRATION FEES

- 15 The Service Provider is entitled during the Term unless otherwise stated to receive the Provider Administration fees by way of a deduction from the sacrificed amount in the manner set out in the Salary Packaging Application in respect of the administration of the Employee Salary Sacrifice.

16 The Employee authorises the Service Provider to deduct the Provider Administration fees from the Employee's sacrificed amount that has been distributed by the Employer to the Service Provider.

EXPIRY DATE AND TERMINATION

- 17 This Agreement shall expire and terminate:
- 17.1 at any time by written agreement between the Parties;
 - 17.2 on the Expiry Date;
 - 17.3 if the Employee gives to the Service Provider not less than seven (7) days prior written notice terminating this Agreement at any time prior to the Expiry Date;
 - 17.4 but without prejudice to any right of action or remedy which shall have accrued or which shall accrue thereafter in favour of the Employee.

CONSEQUENCES ON EXPIRY DATE AND TERMINATION

- 18 On the Expiry Date or Termination of this Agreement, the Service Provider undertakes to finalise all aspects of the administration of the employee's Salary Sacrifice arrangements appropriately and in accordance with the requirements of the Principal Agreement:
- 18.1 redeliver 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;
 - 18.2 deliver to the Employee on request, copies of all Books and Records provided by the Employee in respect of the Salary Sacrifice Agreement, this Agreement and any other agreement made between the Employee and the Service Provider;
 - 18.3 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;
 - 18.5 forthwith cease carrying on the business for or providing Services to the Employee;
 - 18.6 effect all reasonable requests and directions of the Employee associated with and in connection with the Salary Sacrifice Agreement;
 - 18.7 reconcile the Employee's account within five (5) clear business days after receipt of last known transactional data.
- 19 The Service Provider's right to possession of amounts distributed by the Employer shall cease on appointment of an administrator, or if the Service Provider enters into any form of insolvency.
- 20 Within seven (7) days after the Expiry Date or termination of this Agreement, the Service Provider shall:
- 20.1 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 Agreement; and
 - 20.2 re-transfer any residual Salary Sacrifice funds to the Employer.

21 On the Expiry Date or termination of this Agreement, the Service Provider's authority to operate the Bank account in respect of the Employee is revoked, except for the purpose of re-transferring any residual Salary Sacrifice funds to the Employer.

WAIVER AND VARIATION

22 No right or obligation under this Agreement shall be waived or varied except in writing signed by each party.

NOTICES

- 23 A notice pursuant to this Agreement must be:
- 23.1 in writing and directed to the relevant party's address specified in this Agreement; and
 - 23.2 left at or sent by hand delivery, electronic mail, or pre-paid registered post to that address, and will be deemed to be duly given:
 - 23.3 on the day of delivery when hand delivered; or
 - 23.4 three (3) days after the date of posting by pre-paid registered post; or
 - 23.5 when the message confirmation is received when sent by electronic mail.
- 24 Each of the Parties shall give notice to the other of change of name, address, or telephone as soon as practicable and in any event within forty-eight (48) hours of such change.

DEFAULT NOTICE

25 In the event of a breach by the Service Provider of any of the provisions of this Agreement, the Employee may serve notice requiring the breach to be remedied within the time stipulated in that notice.

AUTHORISATION

26 The Employee irrevocably authorises the Service Provider for the purpose of the Salary Sacrifice Arrangement to give to the Employer full and free access to and copies of the Books and Records, 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 AND COMPLAINTS

- 27 The Employee acknowledges and agrees that if a dispute or complaint arises in respect of the Salary Sacrifice arrangements he/she will:
- (a) notify and endeavour to resolve complaints and disputes only with the Service Provider (not the Employer); and
 - (b) must first attempt to resolve any dispute or complaint arising out of this Agreement through the SAGSSA Customer Advocate Process, the terms of which shall be advised by the Service Provider.

GOVERNING LAW AND JURISDICTION

28 This Agreement shall be governed by the laws of the State of South Australia, and any proceedings arising out of this Agreement must be brought in a court in South Australia.

EXECUTION OF THIS AGREEMENT

29 The parties may execute this Agreement by completing and signing a hard copy of a Salary Packaging Application or, by completing a Salary Packaging Application and indicating acceptance of the application and Agreement terms by electronic means.

DEFINITIONS

30 In this Agreement, the following Terms have the following meanings:

30.1 **"Agreement"** means this Salary Sacrifice Service Agreement, the Schedules attached hereto, and the completed Salary Packaging Application;

30.2 **"Commencement Date"** means the date upon which this Agreement commences and which is specified in the Salary Packaging Application;

30.3 **"Employee"** means an employee being a person named in the Salary Packaging Application;

30.4 **"Employer"** means the employer named and described in the Salary Packaging Application and the includes its successors;

30.5 **"Expiry Date"** means the date upon which this Agreement concludes and which is the date of expiry of the Principal Agreement or the earlier date specified in your Salary Packaging Application;

30.6 **"Fees"** means the amount deductible by the Service Provider;

30.7 **"Minister's Contract Manager"** means the person appointed by the Minister for the Public Sector to this role pursuant to the Principal Agreement;

30.8 **"Provider Administration fee"** is the fee set out and deducted by the Service Provider from the sacrificed amount;

30.9 **"Principal Agreement"** means an Agreement entered into between the Minister for the Public Sector, Employer and Maxxia Pty Ltd regarding Salary Sacrifice arrangement;

30.10 **"Recipient"** means the body nominated by the Employee to receive Salary Sacrifice amounts under the Salary Packaging Confirmation Schedule;

30.11 **"Salary Sacrifice"** means the foregoing of salary in lieu of benefits by an employee under the SA Government Salary Sacrifice Arrangement;

30.12 **"Salary Sacrifice Agreement"** means the Salary Sacrifice Agreement entered into by the Employee and the Employer;

30.13 **"SA Government Salary Sacrifice arrangement"** or **"SAGSSA"** is the conduct of the salary sacrifice functions by the Service Provider on behalf of the

Employer as defined in the Principal Agreement;

30.14 **"Salary Sacrifice benefits"** means the items described in Schedule 1 to the Salary Sacrifice Agreement;

30.15 **"Salary Packaging Confirmation Schedule"** means a schedule identifying the salary sacrifice activity agreed between the Service Provider and Employee which conforms with Commonwealth tax requirements;

30.16 **"Salary Packaging Application"** means the Application entered into by the employee to commence the salary sacrificing approval process;

30.17 **"Services"** means the Services provided by the Service Provider pursuant to this Agreement;

30.18 **"Service Provider"** means Maxxia Pty Ltd being the body named in this Agreement nominated by the Employee to administer the Salary Sacrifice Agreement and agent of the Employee;

30.19 **"Term"** means the period starting on the Commencement Date and ending on the Expiry Date unless earlier determined in accordance with this Agreement.

SOUTH AUSTRALIAN GOVERNMENT NOVATION DEED

(Version 2)

THIS DEED is made on

20

BETWEEN

[Employer Name] of [Employer Address] ("Employer")
[Employer Address]

AND

[Employee Name] of [Employee Address] ("Lessee")
[Employee Address]

AND

[Financier] of [Financier Address] ("Owner")

WHEREAS

- A. The Lessee and the Owner have entered into the Lease pursuant to which the Lessee leases from the Owner the Motor Vehicle.
- B. The Employer has agreed to assume responsibility for the obligations of the Employee under the Lease in consideration for receiving the benefit of the rights of the Employee arising under the Lease.

NOW IT IS AGREED as follows

1. DEFINITIONS

In this Deed capitalised terms which are not defined in this Deed have the meanings given to those terms in the Lease and the following terms have the following meanings, in either case unless the subject or the context otherwise requires:

Deed	this deed including the recitals;
Lease	the lease dated [] between the Owner and the Lessee in which the terms and conditions on which the Motor Vehicle is provided to the Lessee are set out;
Motor Vehicle	the motor vehicle specified in the Lease;
Rights and Obligations	all the rights and obligations on the Lessee's part arising under the Lease as at the date of this Deed;
RV Obligation	the obligation (if any) to make a payment upon expiration of the Lease which is solely referable to the residual value of the Motor Vehicle; and
Time of Cessation	the earlier of: <ol style="list-style-type: none">(a) the time when the Owner actually receives written notice from the Employer that the Lessee has ceased to be employed or engaged by the Employer for any reason whatsoever; or(b) the time when the Owner actually receives written notice from the Employer that the salary sacrifice agreement entered into by the Employer and the Lessee has expired or is terminated; or(c) the time when the Employer, at its sole discretion, notifies the Owner that the deed is terminated.

2. NOVATION AND RE-NOVATION

- (a) With the consent of the Owner, subject to this Deed, on the date of this Deed the Lessee hereby novates to the Employer, and the Employer accepts the novation from the Lessee of, the Rights and Obligations.
- (b) With the consent of the Owner, subject to this Deed, at the Time of Cessation the Employer hereby novates to the Lessee, and the Lessee accepts the novation from the Employer of, the Rights and Obligations to the extent to which they subsist at that time.
- (c) At the time of the novation referred to in (a), the RV Obligation (if any) will be omitted from the Lease and, in consideration of the Owner entering into this Deed, as a separate and independent obligation, the Lessee agrees with the Owner that the Lessee will make a payment to the Owner at the time, in the manner and in an amount equal to the amount it would have had to pay if the RV Obligation had not been omitted from the Lease.

3 ACKNOWLEDGMENTS

The parties each acknowledge that:

- (a) the Employer will make the Motor Vehicle available for the use of the Lessee and the Lessee's associates (as defined in the Fringe Benefits Assessment Act 1986);
- (b) the place where the Motor Vehicle is to be kept pursuant to the terms of the Lease will remain the place where the Motor Vehicle is to be kept;
- (c) the novation under clause 2(a) comprises part of the remuneration arrangements existing between the Lessee and the Employer;
- (d) each covenant in the Lease not to do or perform some act or thing is deemed to include a covenant not to cause, permit or suffer any such act or thing to be performed or done by any person having the use of the Motor Vehicle from time to time; and
- (e) Nothing in this Deed constitutes or may be construed as creating or requiring a lease or sub-lease of the Motor Vehicle between the Lessee and the Employer.

4. INDEMNITY

The Lessee, to the extent lawfully permitted for the time being, indemnifies the Owner and its officers and agents against any losses, liabilities, claims, charges, costs, expenses (including without limitation reasonable legal costs, charges and expenses), actions and demands suffered or incurred by or made against the Owner or its respective officers or agents arising out of or in connection with:

- (a) the failure of the Employer to properly perform its obligations pursuant to this Deed or the Lease or any negligent performance of those obligations; and
- (b) any act or omission of the Lessee which renders ineffective or otherwise negates the performance by the Employer of its obligations under this Deed or the Lease.

5. NOTICES

All notices, requests, certificates, demands, consents, approvals, agreements or other communications to or by a party to this Deed (unless otherwise provided in this Deed):

- (a) must be in writing and addressed as follows:
 - (i) If to the Owner, to:
Telephone: []
Facsimile: []
 - (ii) If to the Employer, to:
Telephone: []
Facsimile: []
 - (iii) If to the Lessee, to the address specified for the Lessee in the Lease,
or to such other address as may be notified to the other parties from time to time or, if an address set out above or otherwise notified is no longer appropriate, to the usual place of business or registered office of the recipient last known as such to the sender;
- (b) must be signed by an authorised officer of the sender or the Lessee, as the case may be; and
- (c) will be deemed to be duly given or made in accordance with the provisions of the Lease.

6. MISCELLANEOUS

6.1 Survival of indemnities

Each indemnity in this Deed:

- (a) is a continuing obligation;
- (b) constitutes a separate and independent obligation of the party giving it from its other obligations under this Deed and applies notwithstanding any indulgence granted to that party from time to time; and
- (c) survives the termination of this Deed.

6.2 Severability of Provisions

If any part of this Deed is prohibited, void, voidable, illegal or unenforceable under the laws of any relevant jurisdiction then that part is severed from this Deed for the purposes of that jurisdiction only but without affecting the continued operation of the rest of this Deed in that jurisdiction or the operation of that part of this Deed in any other jurisdiction.

6.3 Assignment

No party may assign, create any interest in or otherwise deal with all or any of its rights or obligations under this Deed without the consent of the others.

6.4 Governing Law and Jurisdiction

This Deed is governed by and construed in accordance with the same laws which govern the Lease and, in relation to any suit, action or proceeding in respect of this Deed, each of the parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place and courts of appeal from them.

Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts have no jurisdiction.

6.5 Counterparts

This Deed may be executed in any number of counterparts. All of those counterparts taken together are deemed to constitute one and the same instrument.

6.6 Attorneys

Each attorney executing this Deed states that he has no notice of the revocation of his power of attorney.

EXECUTED as an Deed and delivered on the date shown on the first page.

SIGNED, SEALED AND DELIVERED

for and on behalf of the Employer in the presence of:

Signature of Witness

Name of Witness

SIGNED , SEALED AND DELIVERED

by the Lessee in the presence of:

Signature of Witness

Name of Witness

SIGNED, SEALED AND DELIVERED

for and on behalf of the Owner in the presence of:

Signature of Witness

Name of Witness

SA Government – Salary Packaging Employer Delegate Approval Portal Quick Reference Guide

Welcome to the Employer Delegate Approval Portal, a new simplified process for approval of employees salary sacrifice applications

Two key initiatives, enabled by the selection of Maxxia as sole provider of salary packaging services to the SA Government, are the introduction of

1. a web portal to facilitate automated delegate approval of new salary sacrifice applications ,and
2. a streamlined process for establishing Novated leasing arrangements.

Guide for Delegates

Key points:

- Employees retain the choice to set up accounts over the telephone, face to face or via hard copy documentation.
- The telephone set up process is now supported by completion over the phone of the declaration regarding the Salary Sacrifice Agreement (SSA) and the Salary Sacrifice Service Agreement (SSSA), replacing the need for the current forms 1,3,9.
- The hard copy forms 1,3,9 have also been replaced with a simplified form for completion and signature by the employee (and employer in some instances in the field or if the declaration is not completed by phone).
- Once the application has been received by Maxxia, the data will be loaded to the new Employer Delegate Approval Portal for distribution, review and approval by the Employer's nominated delegate/s.
- As a nominated delegate for your Employer, you are acting on behalf of the South Australian Government.
- By approving the requests submitted to you, you are authorising the eligibility for and execution of the Salary Sacrifice Agreement (SAGSSA) for the specific employees.
- Maxxia certifies that all requirements of the SAGSSA Agreement have been met for the employees when approval is sought.
- Maxxia loads applications daily to the Employer Delegate Approval Portal

A Few Easy Steps

The nominated delegate for the Employer will receive an email to advise that new applications are awaiting review and approval (example email below)

Notification Email

Subject: SAGSSA Delegate Approval Request

Dear Delegate,

2 new salary packaging applications have been loaded to the Delegate Approval Portal. This takes the total number of applications awaiting your review to 2. A summary of the items awaiting your approval is attached for your reference.

Please click on the link <https://www.securemaxxia.com.au/delegate> to access and approve these applications.

Should you have any concerns with the delegate approval process or difficulty with your login, please email us at saoffice@maxxia.com.au or call us on 08 8461 8585 between 8.30am to 5.00pm Monday to Friday.

Kind regards,

Maxxia SA Office

Click on the link in the email to take you to the Login Page on the Maxxia Employer Delegate Approval Portal page and enter your secure login details.

Maxxia Maximising your workplace benefits

Maxxia Employer Delegate Approval Portal

Welcome to the Maxxia Employer Delegate Approval Portal.

Please enter your login details below:

Username

Password

Login

If you have forgotten your login details or would like to register, please contact our South Australian Office on 08 8461 8585 between 8.30am to 5.00pm Monday to Friday or email to ssoffice@maxxia.com.au

The Maxxia Employer Delegate Approval Portal requires Internet Explorer 7 or higher.

Privacy Policy | Terms and Conditions | Sitemap

Maxxia Pty Ltd | ABN: 39 082 449 036 | Auth Rep (No.278683) of McMillan Shakespeare Ltd (AFSL No. 299054)

If your login is incorrect you will receive a “login invalid message” as per the example below. Please reenter or contact Maxxia State Office for assistance.

Maxxia Maximising your workplace benefits

Maxxia Employer Delegate Approval Portal

Welcome to the Maxxia Employer Delegate Approval Portal.

Please enter your login details below:

Username

Password

Login invalid

Login

If you have forgotten your login details or would like to register, please contact our South Australian Office on 08 8461 8585 between 8.30am to 5.00pm Monday to Friday or email to ssoffice@maxxia.com.au

The Maxxia Employer Delegate Approval Portal requires Internet Explorer 7 or higher.

Privacy Policy | Terms and Conditions | Sitemap

Maxxia Pty Ltd | ABN: 39 082 449 036 | Auth Rep (No.278683) of McMillan Shakespeare Ltd (AFSL No. 299054)

Successful Login

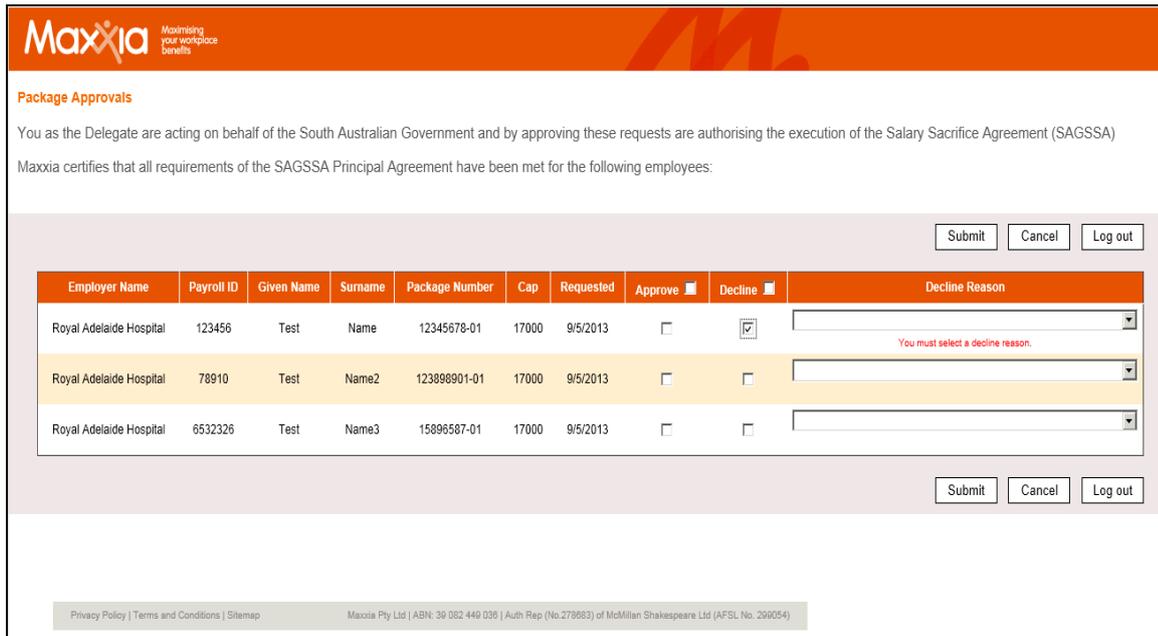
Upon successful login, a list of applications awaiting your approval will be displayed.

Approving applications

Upon reviewing eligibility, tick the Approve or Decline box next to each employee.

Select All Function

A “Select all” option is available by selecting the check box in the heading row of ‘Approve’ or ‘Decline’. Delegates are then able to change individual records to another status. If you change individual records the top tick box will remain ticked. This is to ensure you can uncheck the select all. Only items within that status will be unchecked.



Package Approvals

You as the Delegate are acting on behalf of the South Australian Government and by approving these requests are authorising the execution of the Salary Sacrifice Agreement (SAGSSA)

Maxxia certifies that all requirements of the SAGSSA Principal Agreement have been met for the following employees:

Employer Name	Payroll ID	Given Name	Surname	Package Number	Cap	Requested	Approve <input type="checkbox"/>	Decline <input checked="" type="checkbox"/>	Decline Reason
Royal Adelaide Hospital	123456	Test	Name	12345678-01	17000	9/5/2013	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text" value="You must select a decline reason."/>
Royal Adelaide Hospital	78910	Test	Name2	123898901-01	17000	9/5/2013	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
Royal Adelaide Hospital	6532326	Test	Name3	15896587-01	17000	9/5/2013	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

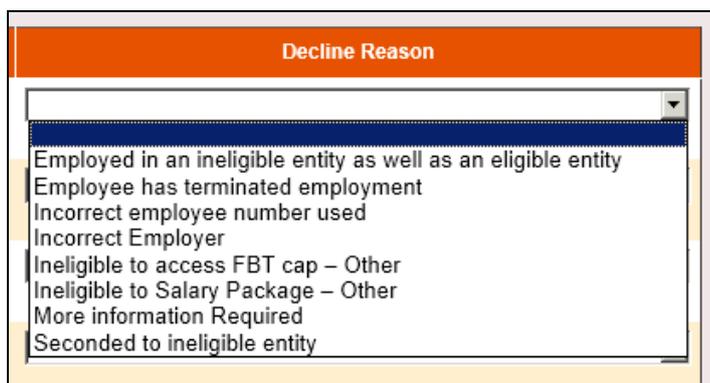
Submit Cancel Log out

Submit Cancel Log out

Privacy Policy | Terms and Conditions | Sitemap Maxxia Pty Ltd | ABN: 39 062 449 036 | Auth Rep (No.278683) of McMillan Shakespeare Ltd (AFSL No. 299054)

Declining applications

If Decline is selected, you will need to choose a reason from the drop down box. If a reason is not selected an error message will appear.



Decline Reason

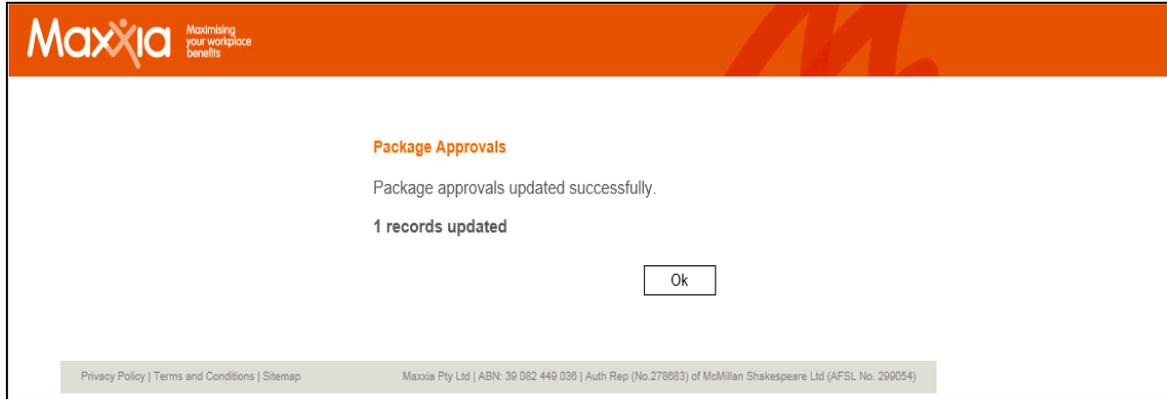
- Employed in an ineligible entity as well as an eligible entity
- Employee has terminated employment
- Incorrect employee number used
- Incorrect Employer
- Ineligible to access FBT cap – Other
- Ineligible to Salary Package – Other
- More information Required
- Seconded to ineligible entity

Submit your selections

Select 'Submit' to register your transactions

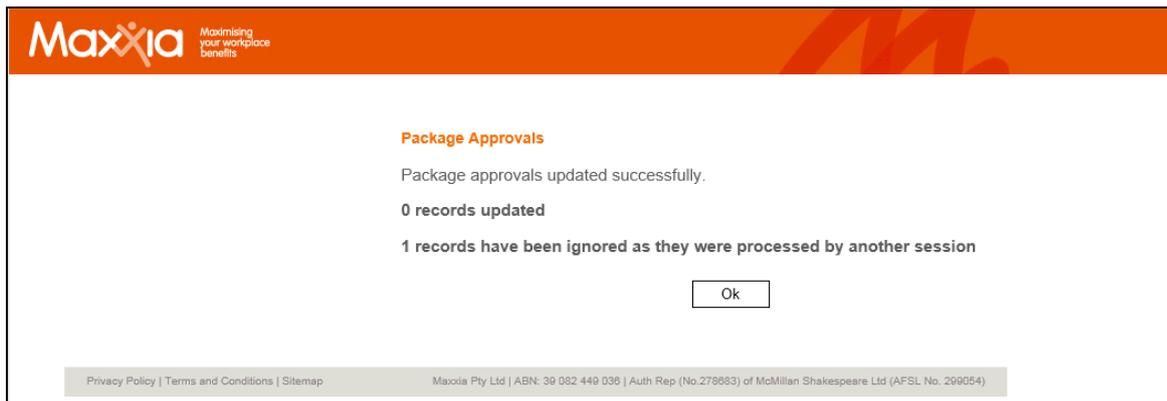
Any application not reviewed will remain in your listing of applications awaiting approval.

The portal will then provide confirmation of the number of package approvals updated in the particular session. If another user has processed a request prior to you, a message will appear stating this was completed by another session. This may occur if multiple delegate users are logged in at the same time.



The screenshot shows a confirmation message on the Maxxia portal. At the top left is the Maxxia logo with the tagline 'Maximising your workplace benefits'. The main heading is 'Package Approvals'. Below it, the text reads 'Package approvals updated successfully.' followed by '1 records updated'. There is an 'Ok' button centered below the message. At the bottom, there is a footer with links for 'Privacy Policy | Terms and Conditions | Sitemap' and company information: 'Maxxia Pty Ltd | ABN: 39 082 449 036 | Auth Rep (No.278883) of McMillan Shakespeare Ltd (AFSL No. 299054)'.

Or where some applications were unsuccessful or ignored:-



The screenshot shows a confirmation message on the Maxxia portal. At the top left is the Maxxia logo with the tagline 'Maximising your workplace benefits'. The main heading is 'Package Approvals'. Below it, the text reads 'Package approvals updated successfully.' followed by '0 records updated' and '1 records have been ignored as they were processed by another session'. There is an 'Ok' button centered below the message. At the bottom, there is a footer with links for 'Privacy Policy | Terms and Conditions | Sitemap' and company information: 'Maxxia Pty Ltd | ABN: 39 082 449 036 | Auth Rep (No.278883) of McMillan Shakespeare Ltd (AFSL No. 299054)'.

Confirmation Email

Employer Delegates will also receive an email confirming applications processed including an excel spreadsheet with an historical listing of all applications processed for the respective employer(s). This will provide the ability to sort or search applications processed. The most recent approvals will appear at the top of the listing. This email will be sent each evening if an item has been processed for an employer for which you are listed as a delegate. Please note, as multiple delegate users may exist for an employer, you will receive the email if another user has processed the applications.

Subject: SAGSSA Delegate Approval Process Summary

Dear Delegate,

Application requests have been processed for your respective employer groups today.

Please find attached a list of all requests processed to date for your respective employer groups.

Should you have any concerns with the delegate approval process or difficulty with your login, please email us at saoffice@maxxia.com.au or call us on 08 8461 8585 between 8.30am to 5.00pm Monday to Friday.

Kind regards,

Maxxia SA Office