



LEASE & ASSET FINANCE PTY LTD

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Motor Vehicles and Novated Leasing

# Salary Packaging Participation Agreement

© Lease & Asset Finance Pty Ltd  
Level 8, 545 Queen Street, Brisbane Qld 4000  
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# SALARY PACKAGING PARTICIPATION AGREEMENT

This AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN: LEASE & ASSET FINANCE PTY LTD      A.C.N. 077 667 568  
of Level 8, 545 Queen Street, Brisbane Queensland 4000  
(the 'Administrator')

AND:  
(the 'Employee')

AND  
(the 'Employer')

1. Lease & Asset Finance Pty Ltd has been appointed by the Employer to administer the Salary Packaging Arrangements.
2. Salary Packaging will be paid on a monthly basis.
3. The participation of the Employee in Salary Packaging shall be at no cost to the Employer.
4. All Taxes charges fees or other associated costs with Salary Packaging shall be the responsibilities of the Employee.
5. Any additional costs incurred of Termination or cessation of the Employee's Salary Package shall be the responsibility of the Employee;
  - (a) If any of the Salary Package has been paid in advance by the Employer or Lease & Asset Finance Pty Ltd and this agreement is terminated for whatever reason, the amount which has been paid which is more than the entitlement at the date of termination, shall be deducted from the Employee's termination of the employment payment from the Employer in the calculation of all statutory leave entitlements by the Employer.
  - (b) Where there is a statutory obligation on the Employee to pay entitlements to the Employer, the Employee undertakes to pay immediately the equivalent of such amounts to the Employer in reduction of any amount owing under this agreement and the employer can recover such costs from the employee as a debt due.
6. The Novation Agreement can be terminated by either party immediately on written advice to Lease & Asset Finance Pty Ltd. Ultimately the lease and all cost rest with Employee.
7. In the event that there are changes to;
  - (i) Fringe benefit tax (FBT) legislation
  - (ii) The introduction of any state equivalent to fringe benefit tax legislation; or
  - (iii) The way in which any fringe benefit tax is interpreted

This Agreement will be renegotiated in accordance with such provisions.  
Any such changes will remain the responsibility of the Employee and the Employee indemnifies the Employer of any liabilities arising out of this Agreement.

8. The Employee acknowledges that it is in their interests to obtain independent financial advice prior to participation in Salary Packaging and the Employer accepts no liability as to the benefit of Salary Packaging.

#### **Administration**

9. The fees to be charged by Lease & Asset Finance Pty Ltd for administrating Salary Packaging payments made under this agreement are payable by the Employee to Lease & Asset Finance Pty Ltd
10. The Employee must pay all fees associated with Salary Packaging.
11. The Employee acknowledges that if packaging a Novated lease of a motor vehicle, a Caltex Starfleet card must be packaged directly via Lease & Asset Finance Pty Ltd and is subject to the following terms;
  - (a) The Employee accepts that the Caltex Starfleet card is a credit card only and can only be used for the payment of fuel and maintenance expenses associated with the vehicle subject to the lease agreement and payment of the account is ultimately the responsibility of the Employee.
  - (b) In the event an Employee ceases their Salary Packaging arrangement with Lease & Asset Finance, their packaging account will be reconciled and any short fall will be met by the Employee. If the account is in surplus the funds will be returned to the Employee after a period of 3 months, to allow for any outstanding accounts from their Star Fleet card.

#### **Acknowledgment**

12. It is acknowledged and accepted by the Employee that the Employer and Lease & Asset Finance Pty Ltd are not liable for Taxation or any other liabilities, judgements, penalties or outcomes suffered or incurred by the Employee as results of entering in this Salary Packaging arrangements.
13. The Employer & Employee acknowledge that Salary Packaging deductions will commence upon signing the Lease & Asset Novation Agreement. The Employee consents to allowing the Employer to deduct from the Employees Salary Package, both pre tax and post tax deductions sufficient to meet budgeted operating costs.
14. The Employer acknowledges that it will remit to Lease & Asset Finance the budgeted monthly lease charges by the 15<sup>th</sup> of each month by electronic funds transfer, to the nominated Lease & Asset Finance bank account. Lease & Asset Finance will e-mail to the Employer a Tax Invoice at the beginning of each month. Payment to Lease & Asset Finance will commence no later than the 15<sup>th</sup> of the next month from the date of signing the Novation Agreement.
15. The Employer and Employee both acknowledge that the Salary Packaging arrangement utilises the Employee contribution method to cancel F.B.T payable, however, if the kilometres travelled fall short of the nominated F.B.T bracket, a liability will occur to the Employer under the Employers statutory obligations. Should this occur, the Employee acknowledges that the Employee will be responsible for the payment of the F.B.T short fall to the Employer and this amount payable is calculated from the Employees post tax income.
16. The Employer acknowledges that it will notify Lease & Asset Finance in the event the Employee ceases employment or Salary Packaging. The Employer & Employee both consent to hold statutory entitlements owing to the Employee until the Employees Salary Packaging account has been reconciled and any outstanding F.B.T liability has been account for.
17. In the event of cessation of Employment the Employee must notify Lease & Asset Finance Pty Ltd immediately.

- 18. The Employee was under no obligation to participate in Salary Packaging and entered into this agreement of his/her own free will.
- 19. The Employee may elect to cease Salary Packaging by giving at least 28 days notice in writing to Lease & Asset Finance Pty Ltd.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first before written.

SIGNED at ..... on ...../...../..... by.....  
 who hereby warrants that he/she is authorised by the **Employer** to execute this Agreement.

Signature .....

Witness Name: ..... Witness Signature: .....

SIGNED by )  
 as **Employee** in the presence of: ) .....  
 )  
 Witness .....  
 Full Name .....

SIGNED by )  
 a duly authorised officer for and on behalf of )  
 the **Administrator** )  
 LEASE & ASSET FINANCE PTY LTD ) .....