



NovateMyCar provides the Bureau Services under the following Terms and Conditions:

1. FEES

- 1.1 Base Maintenance Fee
 - 1.1.1 Base Maintenance Fee of \$100 (plus GST) is payable on the Start Date of each Salary Package Period. The Base Maintenance Fee is payable by direct debit from the Employer's nominated bank account.
 - 1.1.2 Any changes to packages within an employee's Salary Package Period (excl. non-financial changes such as employee's address and bank account details) will result in a Repackage.
- 1.2 Administration Fee
 - 1.2.1 Administration Fee of 2.00% (plus GST) per annum of the Salary Packaging Amount or any other expense items administered or reported on by NovateMyCar.

2. NOVATEMYCAR'S OBLIGATIONS

NovateMyCar is to provide the Bureau Services to the Employer. The Bureau Services are defined as:

- 2.1 Establish individual salary packages including all Fees and Taxes applicable for the salary package;
- 2.2 Issue an Employee Package Authorisation Report to each employee detailing the benefit items included and their associated costs over the Salary Package Period;
- 2.3 Make all payments via EFT, subject to the supplier accepting EFT;
- 2.4 Record and report on the applicable Fringe Benefits Tax ("FBT") and Goods and Services Tax ("GST");
- 2.5 Provide via NovateMyCar's website an Employee Statement for each Employee packaged; and
- 2.6 Customer Service – answer queries that Employees may have in relation to their packages in a reasonable and timely manner.

3. EMPLOYER'S OBLIGATIONS

- 3.1 The Employer will ensure that the relevant funds are available on the 8th of each month in the nominated bank account for NovateMyCar to perform the bank deduction as advised at the commencement of the Salary Package Period
- 3.2 The Employer will at all times promptly provide to NovateMyCar any necessary information on non-packaged expenditure required for reconciliation purposes and will comply with any reasonable administration standards established by NovateMyCar.

- 3.3 The Employer will at all times promptly inform NovateMyCar of packages that are to discontinue due to resignation, termination, or any other event that would give rise to the ceasing of a package; and
- 3.4 The Employer will liaise with NovateMyCar with regard to any Employer issues that may arise from time to time that may impact on NovateMyCar's ability to perform its Services.

4. COMPLIANCE

- 4.1 NovateMyCar will use reasonable care and skill in the provision of the Services but (unless required by law and except where below) gives no other warranty or representation, whether express or implied, as to the performance of the Services or any Employee benefit packages or their compliance with relevant laws or regulations. The Employer acknowledges that it has taken its own independent, tax, investment, legal and other advice in relation to the Employee benefit packages to be administered by NovateMyCar and does not rely on NovateMyCar with respect to any such matters.
- 4.2 The Employer confirms that:
 - 4.2.1 The Employer and each packaged Employee will comply with all their respective obligations under relevant laws or regulations relating to Employee benefit packages to be administered by NovateMyCar (including, without limitation, sub section 6-5(4) and 6-10(3) of ITAA; and
 - 4.2.2 The Employee benefit packages to be administered by NovateMyCar do not constitute schemes for tax avoidance.
- 4.3 GST
 - 4.3.1 Supplier can Charge GST
 - 4.3.1.1 To the extent that the Supplier is liable for GST in connection with the Goods supplied under the Contract, the Supplier may add GST to the agreed value of all Affected Goods.

5. PRIVACY

- 5.1 NovateMyCar will protect the Employees' privacy and the confidentiality and security of all personal information provided to the Group.
- 5.2 NovateMyCar observes the National Privacy Principles and the Privacy Act 1988 (Cth).
- 5.3 Employees have the right to access any information held by the NovateMyCar that relates to them specifically and are able to correct that information if inaccurate.

6. GOVERNING LAW

- 6.1 This Agreement shall be governed by, and construed in accordance with, the law for the time being in force in Victoria, and the parties submit to the jurisdiction of the courts of that State.

7. CONFIDENTIAL INFORMATION

- 7.1 NovateMyCar and the Employer will hold in strict confidence and not disclose to any other person or party any Confidential Information, nor make use of the Confidential Information except and solely to the extent necessary for the performance of this Agreement.

7.2 Disclosure of any Confidential Information to a third party may only occur with the written consent of the other party or under compulsion of law.

DEFINITIONS

“**Affected Goods**” means goods supplied under this agreement.

“**Bureau Services**” means the list of services as specified in clause 2.

“**Confidential Information**” means any information or documentation of a confidential nature that relates to the business, affairs or activities of NovateMyCar or the Employer that is disclosed or generated in performance of this contract, or otherwise comes to the knowledge of NovateMyCar or the Employer and includes the details of this Agreement.

“**EFT**” means electronic funds transfer.

“**Employee Contribution**” means any amounts deducted post tax from an employee’s pay.

“**Employee Package Authorisation Report**” means the report produced by NovateMyCar that sets out all details of items that an Employee has included in their salary package.

“**Employee Statement**” means the employee transaction statement that demonstrates the debits and credits for the employee’s salary packaging account.

“**Employees**” means the classes of Employees as determined by the Employer and notified to NovateMyCar.

“**Employer**” means the entity that is using NovateMyCar’s Services for its Employees under this Agreement.

“**End Date**” means the earlier of either:

1. the date an individual employees’ salary package ceases as defined on the Employee Package Authorisation Report;
2. the 31st March immediately following after the Start Date of the package; or
3. the date the package actually Terminates for whatever reason prior to dates defined in 1 and 2 above.

“**Fringe Benefits Tax**” (FBT) means the tax payable as determined by the Fringe Benefits Tax Assessment Act 1986 (FBTAA).

“**Fringe Benefits Taxable Value**” means as defined under the FBTAA before any allowance for Employee Contributions or any other Allowances as defined under the FBTAA.

“**GST**” means the goods and services tax payable under the GST Legislation.

“**GST Legislation**” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation.

“**ITAA**” means Income Tax Assessment Act 1997.

“**Repackage**” means that where any of the current Salary Packaging Amounts change for a given Employee, a new Salary Package Period commences with the new Salary Packaging Amount.

“**Salary**” for packaging purposes means the Employee’s base salary as at the date of commencement of each package year and does not include higher duties allowance, overtime, penalties or leave entitlements unless the relevant award specifically prescribes it.

"Salary Package Period" means the period of time from the Start Date to the End Date of an individual Employee's salary package.

"Salary Packaging Amount" means the cost of the benefit plus payroll tax (where applicable) plus the Fringe Benefits Taxable Value (where applicable) included in the Salary Packaging Period for an individual Employee.

"Services" means the services to be provided by NovateMyCar and referred to in this Agreement, including the Bureau Services together with any additional or ancillary services agreed in writing between the Employer and NovateMyCar from time to time.

"Start Date" means the date an individual Employee's salary package commences as defined on the Employee Package Authorisation Report.