

# STANDARD VOLUNTARY CONTRIBUTIONS AGREEMENT

## GUIDE TO COMPLETING THE VOLUNTARY CONTRIBUTIONS AGREEMENT

- Date of Agreement:** This is the date that the Voluntary Contributions Agreement is signed by the Employer and the Employee.
- Employer:** Insert the name and ACN of the Employer.
- Employee:** Insert the name of the Employee.
- Gross Salary:** Insert the gross annual income of the Employee.
- Fund:** Insert the name of your Superannuation Fund.
- Date of Commencement:** This is the date from which the voluntary contributions are to start.
- Sacrificed Amount:** Insert the dollar amount or percentage of Gross Salary and/or Additional Entitlements to be salary sacrificed\*
- After Tax amount:** This refers to after tax or non-concessional payments which are different to pre-tax (concessional or salary sacrifice) payments from gross income.\*
- Review Date:** This is the date that the Employer and the Employee agree to review the Voluntary Contributions Agreement.

\*Please refer to annual contribution limits to ensure that the amount or percentage nominated does not exceed this limit as additional taxation will apply for payment made over this limit. For details on the annual limits for pre and/or post tax contributions please go to [www.reisuper.com.au](http://www.reisuper.com.au)

## **VOLUNTARY CONTRIBUTIONS AGREEMENT**

This VOLUNTARY CONTRIBUTIONS AGREEMENT (“Agreement”) is made on the date specified in the Schedule as the Date of Agreement.

### **PARTIES**

The person named and described in the Schedule as the Employer  
("Employer")

AND

The person named and described in the Schedule as the Employee  
("Employee")

### **RECITALS**

- A. The Employer and the Employee entered into a contract of employment on or before the Date of Agreement.
- B. The Employee is entitled to a Gross Salary (gross annual income) as specified and described in the Schedule.
- C. The Employee is entitled to bonuses, overtime, allowances, commission, compulsory superannuation benefits, annual and long service leave, severance, redundancy and sickness benefits, compensation payments and such other amounts that may be payable to the Employee ("Additional Entitlements").
- D. The Employee is a member of the superannuation fund as specified and described in the Schedule ("Fund").
- E. The Employer has offered and the Employee has accepted a salary sacrifice arrangement, to commence from the Date of Commencement, as evidenced by the terms of this Agreement, under which the Employee has agreed to forego part of the Gross Salary in return for the Employer providing benefits of a similar value.
- F. Or, the Employer has offered and the Employee has accepted an after tax ('non concessional') contribution arrangement to be made by the Employer on behalf of the Employee, to commence from the Date of Commencement, as evidenced by the terms of this Agreement.

### **OPERATIVE PROVISIONS**

#### **1. Interpretation**

**“Gross Salary”** means the gross annual income of the Employee. Gross Salary is used in the calculation of other benefits including overtime and Superannuation. Gross Salary is also used in the calculation of compensation payments, including workers compensation payments resulting from injury of the Employee.

Salary Sacrificing to Superannuation

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2. The Employee hereby authorises the Employer and the Employer agrees to provide the benefits in lieu of Gross Salary as specified in the Schedule ("Sacrificed Amount") or authorises the Employer to make after tax payments from the Employee's salary as specified in the Schedule ('After Tax Amount'):
3. Notwithstanding clause 1, the Employer agrees to calculate and pay Additional Entitlements to the Employee by reference to the Gross Salary.
4. This Agreement is not intended to and must not affect presently existing entitlements to Gross Salary or Additional Entitlements as at the Date of Commencement.
5. This Agreement will be reviewed on the review date specified in the Schedule and may only be varied by another written document.

**EXECUTED as an Agreement.**

SIGNED on behalf of )  
)  
)  
[ACN ] by an ).....  
authorised officer in the presence of: ) Authorised Officer  
) Name:  
) Position:

.....  
Witness

SIGNED, SEALED and DELIVERED )  
On ).....  
in the presence of : ) Employee

.....  
Witness

**SCHEDULE**

1. **Date of Agreement:**

2. **Employer:**

3. **Employee:**

4. **Gross Salary:**

5. **Fund:**

6. **Date of Commencement:**

7. **Sacrificed Amount:**

(a) Deductions from Gross Salary:

(i) \$ \_\_\_\_\_ or \_\_\_\_\_% payable to the Fund

(ii) \$ \_\_\_\_\_ payable by (other nominated arrangement).

(b) Deduction from Additional Entitlements

(i) \$ \_\_\_\_\_ or \_\_\_\_% from \_\_\_\_\_  
(specify additional entitlement) payable to the Fund

(ii) \$ \_\_\_\_\_ payable by (other nominated arrangement).

8. **After Tax Amount**

(a) Deduction from after tax salary:

(i) \$ \_\_\_\_\_ total (single lump sum payment) OR

(ii) \$ \_\_\_\_\_ total per annum payable as \$ \_\_\_\_\_ per  
month/fortnight/week (circle one)

9. **Review Date:**