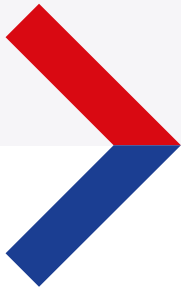


Employer Super

Reference Guide for Employers



Issue No 2025/1, dated 21 March 2025

Colonial First State FirstChoice Employer Super USI FSF0361AU

FirstChoice Employer Super is offered from the Colonial First State FirstChoice Superannuation Trust ABN 26 458 298 557 by Avanteos Investments Limited ABN 20 096 259 979, AFSL 245531 (AIL)

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Trustee contact details:

Avanteos Investments Limited
GPO Box 3956
Sydney NSW 2001

Phone 1300 654 666
Email employer@cfs.com.au

General advice warning

The information provided in the PDS and other documents incorporated by reference is general information only and does not take account of your individual objectives, financial or taxation situation or needs. You should assess whether the product is appropriate for you and/or consider obtaining financial advice relevant to your personal circumstances before investing.

Target Market Determination

The Target Market Determinations (TMD) for our financial products can be found at cfs.com.au/tmd and include a description of who the financial product is appropriate for.

Other information

Other information about the product and the role of the service providers and investment managers can be found in the PDS.

Colonial First State, the Colonial First State logo, FirstChoice and FirstNet are registered trademarks.

About the Reference Guide for Employers

This Reference Guide forms part of the Product Disclosure Statement (PDS) for FirstChoice Employer Super and contains statements and information incorporated by reference and must be read in conjunction with the PDS. A reference to the 'PDS' in this Reference Guide is a reference to the PDS, the Investment Options Menu and all statements and information incorporated by reference as described and listed in the PDS. You should read all parts of the PDS and assess whether the product is appropriate for you before making a decision to invest in the product.

Investments are offered by Avanteos Investments Limited ABN 20 096 259 979, AFSL 245531, the trustee of the Colonial First State FirstChoice Superannuation Trust ABN 26 458 298 557 (First Choice Trust). The trustee or its licensed related entities to which it has delegated investment management or administration functions in relation to this product are referred to in the PDS as AIL, we, our or us.

CFS FirstChoice Employer Super Clearing House

The new CFS FirstChoice Employer Super Clearing House is designed to transform your experience as an employer. With a focus on a superior user experience, we're committed to providing you with the support to manage your super contributions efficiently.

It allows you to set up one easy, online payment for all your employees' super. Powered by SuperChoice Services Pty Limited, a leading third-party clearing house provider. You can manage, reconcile, and report on payments for all your employees, and it can help ensure you meet incoming SuperStream data and payment standards, and Payday superannuation obligations.

The CFS FirstChoice Employer Super Clearing House is offered by SuperChoice Services Pty Ltd (ABN 78 109 509 739).

Employer superannuation obligations

Please note: You are responsible for ensuring that you keep your employee details up-to-date on your nominated clearing house, including employee nominated salary, date of birth and category details for both insurance and investment purposes. The data we hold for your employees will be the data generally used at the time of benefit payment or insurance claim and to determine the employee's Lifestage investment option. For more details, refer to the 'Employer responsibilities checklist' provided in the Employer Application Form.

Who can participate?

Employers who use FirstChoice Employer Super need at least two plan members and a minimum average balance of \$5,000 per employee. A member's spouse can also invest in the plan.

If you have employees who reside overseas, please contact us to discuss their eligibility to participate in your plan.

What you must do

You must:

- apply to set up a plan under FirstChoice Employer Super via the completion of the employer application form
- keep employees' details up-to-date via your nominated clearing house or, in some cases, by emailing us
- verify whether new employees have an existing stapled super fund
- obtain and keep records of employees' details as required under industrial relations legislation and employees' Choice of Fund nominations including evidence of funds' complying status
- pay contributions and upload and confirm contribution files using your clearing house well before the Superannuation Guarantee (SG) due dates (refer to 'Superannuation Guarantee (SG) obligations' section for further details)
- provide your employees' TFNs (refer below for further details).

What we will do

We will:

- provide you with access to a pre-completed Choice of Fund form to distribute to your employees nominating FirstChoice Employer Super as your default fund
- request further information from you if an invalid nomination has been made
- ensure that FirstChoice Employer Super meets the requirements of a MySuper default fund.

Passing on your employees' Tax File Numbers (TFNs)

When your employee completes a TFN declaration, you must pass their TFN on to us if you make contributions for them to FirstChoice Employer Super. You need to do this within 14 days of receiving your employee's TFN declaration form.

If you don't pass on your employee's TFN, you are not meeting your obligations and:

- you may be liable to pay a penalty
- we may have to deduct extra tax from your employee's contributions
- your employee may miss out on super co-contribution payments and low income contributions/tax offsets
- your employee will not be able to make personal contributions.

What are your employer superannuation obligations?

There are various sources which may impose an obligation on you to contribute to superannuation on behalf of your employees, including:

- Superannuation Guarantee legislation (including Choice of Fund)
- industrial awards and agreements
- contractual agreements with your employees
- other occupational superannuation arrangements.

These arrangements can become complex, and we recommend you seek advice if you are unsure of your obligations.

Making contributions for new employees

The Superannuation Guarantee laws were amended in 2021 to restrict when an employer can open a super account for a new employee. These changes aim to help prevent the creation of unintended multiple superannuation accounts.

If a new employee doesn't choose where they want their employer contributions paid by completing a Choice form, you'll need to confirm with the ATO whether they have an existing super account and their account details (their 'stapled fund') and make superannuation guarantee contributions to their stapled fund. If they don't have an existing super account and they don't make a choice, you'll need to set up a default account on their behalf.

For more information on your default fund obligations, please refer to www.ato.gov.au

Superannuation Guarantee (SG) obligations

As an employer, you are generally required to pay SG contributions (11.5% for quarters in the 2024–25 financial year)¹ for your employees based on their ordinary time earnings (what they earn for their ordinary hours of work) and any of those earnings that are salary sacrificed to superannuation. You do not have to pay SG contributions in a quarter for ordinary time earnings in excess of an individual employee's 'maximum super contribution base' in a quarter. The maximum contribution base for a quarter in 2024–25 is \$65,070.

For SG purposes, employees can include people you would not generally treat as employees, including some contractors engaged principally for their labour, directors and officers, artists, musicians and sports persons.

This legislation also requires you to offer a Choice of Fund (Choice) to most employees.

Please refer to the relevant clearing house PDS and Employer Reference Guide for information on our service that can assist you in meeting your obligations under the SG legislation.

What are the penalties?

If you fail to make sufficient contributions on behalf of your employees, you may incur the SG charge, which is equal to:

- 11.5% (for quarters in the 2024–25 financial year)¹ of the employees' salary and wages (less any eligible contributions made), plus
- 10% nominal interest, plus
- the administration charge.

The SG charge is not tax deductible, and you may also be subject to further Choice of Fund penalties and other penalties of up to 200% of the SG charge if you fail to lodge the SG statement on time. The general interest charge is also payable on late payment of the SG charge. Also, directors of the company may become personally liable where an SG charge remains unpaid.

A breach of an industrial award or agreement may result in industrial action. Claims for compensation may also be made against you for breach of these instruments or your other contractual obligations.

How often should you contribute?

You should contribute regularly on behalf of your employees to ensure that an employee's account will cover any insurance premiums payable – otherwise your employees' insurance may lapse.

The SG legislation requires that you pay SG contributions at least quarterly to avoid paying the SG charge. If the fund does not receive these contributions by the due date, you are required to lodge an SG statement with the Australian Taxation Office (ATO) and pay the SG charge.

Quarter	Due date for payment	Due date to lodge SG statement with ATO
July – September	28 October	28 November
October – December	28 January	28 February
January – March	28 April	28 May
April – June	28 July	28 August

To avoid the super guarantee charge (SGC) payments must be received by the fund on or before the due dates. Where a due date falls on a weekend or a public holiday, payment can be made on the next business day.

Certain contributions received after the due date for payment may be offset against the SG charge payable. However, you cannot claim a tax deduction for those contributions. The ATO has no discretion to extend these due dates.

Please note: Contributions paid to a clearing house do not count for SG purposes until they are received in your employee's superannuation account of their chosen or stapled fund. If contributions are not received in time, they may not be tax deductible, and you will incur the SG charge. Therefore, to be sure, you should make your superannuation payments well in advance of the due dates.

To which superannuation fund must you contribute?

Some of your employees are entitled to exercise their own choice of superannuation fund. Changes to industrial relations legislation have extended the coverage of choice of fund, so you should check which employees are eligible to choose their own fund.

Whenever a new eligible employee starts, you must offer the employee a choice within 28 days. Thereafter, you only have to offer a new choice (within 28 days):

- to existing eligible employees if they request a form from you in writing (and they have not made such a request in the previous 12 months)
- if you become aware that you are unable to contribute to that employee's chosen fund
- if you change the default fund to which you contribute on behalf of employees who have not made a choice.

Some exceptions do exist, in particular if employees are covered by particular types of industrial agreements that deal with the issue of Choice.² However, you should seek legal advice before relying on any of these exceptions – they can be complex.

Penalties may be imposed by the ATO if you fail to follow the correct Choice procedures. It is therefore essential that you keep adequate records.

If an eligible employee validly exercises their own choice of superannuation fund, you must make SG contributions to that fund.

If an eligible employee does not exercise their own choice of superannuation fund, you must make SG contributions to their existing (stapled) fund (if the ATO confirms one exists) where they commence employment on or after 1 November 2021.³ In other cases, you must make SG contributions to a 'default fund'.

¹ SG contribution rates will increase to 12% in the 2025-26 financial year and future years.

² Choice of fund is available to employees covered by workplace determinations and enterprise agreements made on or after 1 January 2021.

³ Employers need to confirm their employee's existing (stapled) fund with the ATO. In some situations where a new employee is not eligible to choose a super fund, an employer may be required to contribute to the employee's stapled fund.

FirstChoice Employer Super offers a MySuper product

FirstChoice Employer Super satisfies the requirements of MySuper because:

- it is a complying superannuation fund,
- it meets the requirements set by law, and
- it offers default death and TPD insurance cover as follows:

Age	MySuper default death and TPD cover
14 to 34	\$50,000
35 to 39	\$35,000
40 to 44	\$20,000
45 to 49	\$14,000
50 to 55	\$7,000
56 +	Nil

This MySuper default death and TPD cover is subject to the trustee's allowable exceptions, which includes cover being limited to MySuper Death only cover for members classified as Heavy Blue Collar (Death only). The insurance premium rates are detailed in the FirstChoice Employer Super Insurance booklet.

How do you offer choice?

If you have chosen FirstChoice Employer Super as your default fund by completing the application form, a Choice of Fund form nominating FirstChoice Employer Super is available at cfs.com.au/content/dam/prospects/fs/6/0/fs6059.pdf or by calling Employer Services on 1300 654 666.

You must give each employee entitled to choose their own fund a Choice of Fund form nominating the default fund to which contributions will be paid.

If any of your employees select their own chosen fund, then you must comply with that choice within two months.

Please note: If any of your employees fail to select their own chosen fund, and the ATO has advised you that they do not have a stapled fund, you must only contribute to a valid default fund nominated on the Choice of Fund form given to that employee. You should keep records of the Choice of Fund form provided to your employees. If you change your default fund, you must give your employees a new Choice of Fund form.

Reportable employer superannuation contributions

These include your employees' salary sacrifice contributions and certain employer contributions in excess of SG contributions and may be used in determining your employees' eligibility for a range of income-tested government benefits, payments and tax concessions.

You are required to include details of reportable employer superannuation contributions either via single touch payroll or on employees' payment summaries.⁴

Complete the forms required in the FirstChoice Employer Super Application Form

Complete the application form attached to or accompanied by either a paper or an electronic copy of the PDS. Alternatively, the forms are available online which you can complete and send it to us. Please refer to the application form checklist to help you determine which forms to complete.

Policy committees

What is the role of the policy committee?

A policy committee provides an avenue for employees to enquire about, and for AIL to provide feedback on, issues that may include:

- the investment strategy and performance of the plan
- the operation of the plan
- employees' information requirements (which may include communication of the plan's investment strategies and/or insurance options)
- enquiries, complaints and any other issues relating to the standard employer-sponsor's plan operation and management.

The policy committee may also advise AIL on any other matters it considers appropriate.

Employers (fund sponsors)

Employers who make contributions to the fund on behalf of members are sponsors of the fund. An employer is known as a standard employer-sponsor and its employees as standard employer-sponsored members, when the employer contributes to the fund as part of an arrangement between the employer and AIL.

Does your company need a policy committee?

The *Superannuation Industry (Supervision) Act 1993* (SIS) requires AIL to take all reasonable steps to ensure that a policy committee is established if:

- the standard employer-sponsor's super plan consists of more than 49 members (standard employer-sponsored members), or
- the standard employer-sponsor's plan has more than 6 but fewer than 50 members (standard employer-sponsored members), upon written request from at least five members. Such requests should be forwarded to Colonial First State at Reply Paid 27, Sydney NSW 2001.

A policy committee must consist of an equal number of member and employer representatives. AIL will liaise with the employer to establish a policy committee if required for the reasons stated above.

If the employer does not have a default arrangement with AIL to contribute to the fund on behalf of its members, then a policy committee is not required to be established.

Member representative

A member representative under SIS is nominated by:

- the members of the plan, or
- a trade union, or other organisation, representing the interests of those members of the plan.

⁴ Employers may notify the ATO of reportable employer superannuation contributions via single touch payroll on a voluntary basis. If you choose to include RESC in an STP report by 14 July in the next financial year and complete a finalisation declaration, you don't have to give payment summaries to your employees covering these amounts.

Employer representative

An employer representative under SIS is nominated by:

- the employer or employers of the employees in the plan, or
- an organisation representing the interests of that employer or those employers.

For further information on the rules for appointment of representatives to the committee, please contact us on 1300 654 666.

Is there a cooling-off period?

A 14-day 'cooling-off period' will apply to the establishment of your plan in FirstChoice Employer Super in certain circumstances. If, during the 14-day cooling-off period, you decide that FirstChoice Employer Super does not meet your needs, then simply advise us in writing.

The 14 days start when your welcome letter is received by you or five days after the units are issued to your employees, whichever is earlier. We will refund the investment, reduced or increased for market movements. We will also deduct any tax or duty incurred and an amount for reasonable transaction and administration costs we incur in relation to your investment in the fund, including determining your application. As a result, the amount returned to your employees may be less than their original investment.

Please note: You must nominate a superannuation fund, Retirement Savings Account (RSA) or Approved Deposit Fund (ADF) to receive contributions you have made on behalf of your employees.

Regulatory information

What are your rights under the trust deed?

FirstChoice Employer Super is governed by a trust deed. This, together with the relevant laws and this document, governs our relationship with you. The trust deed may be altered. If, in our opinion, an alteration would adversely affect the rights of your plan members, then we will not make the variation without informing investors.

You or your plan members can inspect a copy of the trust deed at our head office, or we will provide you with a copy free of charge on request.

Privacy

Privacy Collection Notice

This Privacy Collection Notice (Notice) summarises how Colonial First State (CFS) uses your personal information (PI). This Notice is issued by CFS. CFS consists of Superannuation and Investments HoldCo Pty Limited ABN 64 644 660 882 and its subsidiaries, which includes Avanteos Investments Limited ABN 20 096 259 979 and Colonial First State Investments Limited ABN 98 002 348 352. CFS provides investment, superannuation, and retirement products to Australians ('CFS', 'we', 'our' or 'us').

CFS collects your PI to operate and administer your super account (including insurance), pension accounts and investments. We may also use your PI to improve our products and services, and keep you informed. If we can't collect your PI, we may not be able to perform these services. PI is collected from you, but sometimes from third parties, including but not limited to your employer and your financial adviser (where applicable). We will only share your PI if it is necessary to perform the above activities, to comply with our legal obligations, if required by a court/tribunal order, or where we receive your permission. Your PI may be accessed overseas by some of our third parties.

Privacy Policy

Your PI is important to us. Our Privacy Policy outlines how we manage PI and covers:

- information we collect
- how we use and disclose your information
- keeping your information secure
- accessing, updating, and correcting your information, and
- making a privacy complaint.

We may amend this information from time to time, as necessary, so it's important for you to check our website for the most up-to-date Privacy Policy.

If you do not want to receive any direct marketing, including telemarketing, please contact us to opt out. You may also opt out of direct marketing by updating your communication preferences online or by clicking the 'unsubscribe' option on any marketing communications from us. Please note that you are unable to opt out of communications which we are required to send to you by law.

You consent to how we deal with the collection, use and disclosure of your PI when you make an investment in our products or transact with us. This consent continues to operate even though your relationship with us may come to an end, for us to comply with our data retention obligations.

To view the long form Privacy Collection Notice and Privacy Policy please visit cfs.com.au/privacy. You can also obtain a copy of that information, free of charge, by contacting us.

Transferring members and plan termination policy

What happens when an employee leaves your employment?

When you tell us that an employee has left your employment and you have made a final contribution on their behalf, they will become a retained benefit member.

We may also transfer an employee to the retained benefits category if we do not receive an employer contribution on their behalf for at least two years. We will notify the member before this occurs.

Government legislation allows some or all of an employee's preserved and/or restricted non-preserved benefits to be paid to them as a pre-retirement pension or annuity, once they have reached age 60. This applies regardless of their employment status.

Plan termination policy

We reserve the right to terminate a plan under any one of the following conditions:

- your plan falls below the minimum criteria of either two members or an average account balance of \$5,000
- it has been at least four months since we last received any contact from you and we make several attempts to contact you (using various methods including via phone, email) and we are not able to make contact, or
- we have not received any Superannuation Guarantee contributions within a 12-month period for your plan.

In the event of termination of a plan, any remaining investors within your employer plan will become retained benefit members.

If we seek to terminate any employer plan, relevant notice and written communications will be provided to you. For more information, please contact Employer Services on 1300 654 666.

Where can you obtain the latest information about FirstChoice?

It is important that you keep up-to-date with the latest information on FirstChoice. Information that is not materially adverse is updated from time to time. This includes information on FirstChoice, the options, their performance and historical unit prices.

To obtain this information, you can:

- visit our internet site at cfs.com.au/product-updates
- phone Employer Services on 1300 654 666 for the cost of a local call within Australia.

A paper or electronic copy of the most recent information will be sent to you free of charge on request.

Terms and conditions

These terms and conditions apply when you open an account with us and when you instruct us by phone or electronically or when you access the CFS FirstChoice Employer Super Clearing House. It is important that you read them carefully before you provide us with instructions so that you know what will apply to your transactions.

Limitation of liability

- All other representations and warranties relating to these services are excluded except for any term that is implied by law, which is taken to be included in these terms and conditions. To the extent permitted by law, our liability for breach of that term is limited to resupplying the service or paying the reasonable cost of having the service provided again. However, our liability may be greater where we are negligent or fraudulent, but this liability may be reduced to the extent that you caused or contributed to the loss.
- Subject to the paragraph above, to the extent permitted by law, we are not liable in any way for any losses that you suffer through using or supplying information electronically or through the CFS FirstChoice Employer Super Clearing House.
- You acknowledge and agree that we will not be liable to you for any loss you suffer (including consequential loss) caused by an inability to transact with you or other persons including where we comply with any law or legislation or choose to exercise a discretion available to us, including in circumstances where we reasonably believe that you are a Proscribed Person. 'Inability to transact' may include delaying, blocking, freezing or refusing to process a transaction or ceasing to provide you with a product or service. A 'Proscribed Person' means any person or entity who AIL, CFSIL, and other CFS entities reasonably believe to be (i) in breach of the laws of any jurisdiction prohibiting money laundering or terrorism financing, or (ii) on a list of persons with whom dealings are proscribed by Australian laws or the laws of another recognised jurisdiction. A 'Proscribed Person' includes any person or entity who AIL, CFSIL, and other CFS entities reasonably believe to act on behalf of, or for the benefit of, a person or entity referred to in (i) and/or (ii).
- You agree to use these services only in accordance with these terms and conditions and your other legal obligations. We are not liable for, and you release and indemnify us against, any liabilities, claims, losses or costs arising from our acting in accordance with any communication that we receive by phone or electronically about your account or investments with us.

Use of phone and electronic communications

Security of phone and electronic requests

- We have procedures in place to reduce the risk of fraud, but we cannot guarantee that someone trying to impersonate you will not contact us about your account and change your details. We may dispute liability for any losses which happen because we have acted on instructions that you have not authorised but which appear to be authorised by you.
- All our customers are automatically given access to communicate with us by phone and electronically. You need to tell us if you do not want us to accept any future instructions over the phone or electronically by sending us an original signed request.
- We will block access to your account for phone and electronic instructions by the second business day after we receive that request. Until this happens, these terms and conditions for phone and electronic communications will still apply to your account.
- If you are a joint account holder, any of the joint account holders may give us instructions about the account.
- If the account holder is a company, any director of the company may give us instructions about the account.

Information received by phone or electronically

- If the details that we receive over the phone or electronically do not match the details that we have previously received for the account, then we will not proceed with the request.
- We also will not process a request if the instructions we receive are incomplete or illegible or appear to contain errors. This is to ensure that the transaction we perform is exactly what you were requesting.
- We can change or cancel these terms for phone and electronic communications at any time as long as we give you 14 days written notice.
- Apart from these terms and conditions, we may have other requirements for receiving instructions from time to time. You will be notified if this affects you or your request.
- If you do not accept changes to these terms, you may permanently stop instructing us by phone or electronically without fee or charge by providing us with an original signed request, as outlined under the heading 'Security of phone and electronic requests'.

Transacting on CFS FirstChoice Employer Super Clearing House

- You agree to use this service in accordance with these terms and conditions.
- We will only act on transaction requests that are complete and received in full, are legible and do not appear to contain any error.
- We are not liable for any losses or delays that occur because we did not receive an instruction.
- You must only use the CFS FirstChoice Employer Super Clearing House to obtain information that you are properly authorised to access, and you must use this information only for lawful purposes.
- We can change these terms and conditions at any time by placing the changes on our website. When making any changes, we will act reasonably and, so far as possible, in accordance with prevailing market conditions and regulatory requirements for accounts of this type at that time. We may ask you to read and accept any amended terms and conditions so you can keep using the CFS FirstChoice Employer Super Clearing House but, unless otherwise required by law, once we have placed them on the website, they are binding on you, even if you have not read them. If you do not accept these changes, you may permanently stop using the CFS FirstChoice Employer Super Clearing House without fee or charge by providing us with an original signed request.

We recommend that you check these terms and conditions on a regular basis. These terms and conditions include any instructions for using these services provided to you or placed on our website from time to time.

Use of CFS FirstChoice Employer Super Clearing House

If you delegate access and/or create new users to access CFS FirstChoice Employer Super Clearing House, you remain responsible for the acts of those users.

Can we vary these terms and conditions?

A Changes we can make

We may from time to time:

- a** add fees or charges within the limits prescribed by the trust deed
- b** remove fees or charges
- c** change the amount of any fee or charge within the limits prescribed by the trust deed
- d** vary the distribution timing and frequency
- e** vary or cancel the terms for use of phone or electronic communications and for transacting on the CFS FirstChoice Employer Super Clearing House.

Each of the changes in paragraphs (a) to (e) is a separate right, and this clause A is to be read as if such change was a separately expressed right.

B Changes to terms and conditions

We may from time to time change any of the terms and conditions to:

- a** change the frequency with which fees are debited
- b** add new concessions or benefits
- c** change or remove any concessions or benefits
- d** adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator
- e** accommodate changes in the needs or requirements of our customers, such as new product features or services
- f** correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities
- g** in the event that any part of the terms and conditions contained or referred to in the PDS are found to be void or unenforceable, achieve (as far as possible) the intention of the original provision without it being void or unenforceable
- h** bring us into line with our competitors, industry or market practice or best practice in Australia or overseas, or
- i** reflect changes in technology or our processes, including our computer systems.

Each of the changes in paragraphs (a) to (i) is a separate right, and this clause B is to be read as if such change was a separately expressed right.

C Without limiting our rights under clauses A and/or B, we may from time to time change any of the terms and conditions contained or referred to in the PDS.

How will we notify you of changes to your account features and terms and conditions?

The trustee may change any of the terms and conditions contained or referred to in the PDS and, where a change is material, the trustee will notify members in writing within the timeframes provided for in the relevant legislation.

How do you access information on your plan?

To find out current information and/or manage your plan, you can:

- **Access your plan easily – online at cfs.com.au**

Colonial First State's online service allows you to have access to up-to-date information about your plan 24 hours a day, seven days a week.

- **Call Employer Services on 1300 654 666**

You can speak to an Employer Services representative Monday to Friday – for our contact centre operating hours, please refer to cfs.com.au/contactus

- **Email us at employer@cfs.com.au**

