

# **ONLINE NI PAYMENT REGISTRATION**

# Complete and return to onlinepayments@nibtt.net

Registering for Online NI Payments is simple. Please follow the steps below or give us a call at (868) 625-2171/8 Monday to Friday (8am - 4pm) and we will guide you through the process!

- 1. Complete the Online NI Payment Registration form and read the Agreement which follows.
- 2. Sign or attach your digital signature to the Agreement in the area provided.
  - (a) Where digital signature will be attached, first save the document using a new file name attach digital signature, save the document again and e-mail to <a href="mailto:onlinepayments@nibtt.net">onlinepayments@nibtt.net</a>
  - (b) Where a digital signature will not be attached, first print the document, sign, scan and e-mail to <a href="mailto:onlinepayments@nibtt.net">onlinepayments@nibtt.net</a>.

#### Please note:

Ensure that you add the NIBTT to your e-mail list to ensure receipt of all e-mails sent to you.

# **Employer Details**

Please insert the requested in	formation in <b>BI</b>	LOCK LETTERS (all fields are require	ed)
EMPLOYER NAME			
EMPLOYER NIS REGISTRATION NUMBER		NUMBER OF EMPLOYEES	
MAILING ADDRESS OF BUSINE	SS OR COMPANY (	State exact address e.g. Mile Mark, Light Pol	e Number)
STREET			
CITY		COUNTRY	
PHONE NUMBER (1)		PHONE NUMBER (2)	
eg. 868999	9999	eg. 868999999	
-MAIL ADDRESS (Use upper or low	er case where applicable	(e)	
PREFERRED BANK ( <i>For Remitti</i>	ng NIS Pavments)		

# **Online National Insurance Payment Agreement**

THIS ONLINE NATIONAL INSURANCE PAYMENT AGREEMENT (hereinafter called 'Agreement') is made between the NATIONAL INSURANCE BOARD OF TRINIDAD & TOBAGO, a body corporate established under the National Insurance Act of the Laws of the Republic of Trinidad and Tobago with its principal office at 2A Cipriani Boulevard, in the City of Port of Spain of the Island of Trinidad of the Republic of Trinidad and Tobago (hereinafter called 'the NIBTT') of the One Part and the undersigned employer registered under the said National Insurance Act of the Other Part.

Please read carefully the following Online National Insurance Payment Agreement. The Agreement contains important terms and conditions which govern the use of the Online National Insurance (NI) Payment Service. By signing or affixing your signature at the end of this Agreement and returning the signed Agreement to the NIBTT, you agree to the following terms and conditions for the use of the Online NI Payment Service.

#### **Scope**

This Agreement between you and the National Insurance Board of Trinidad and Tobago (The NIBTT), governs the use of the Online NI Payment Service, an electronic service that permits employers registered with the NIBTT to remit contribution payments through the use of existing online banking arrangements with the Commercial Bank of which the employer is a customer and to submit the corresponding contribution data to the NIBTT on behalf of employees in accordance with the National Insurance Act Chapter 32:01 (the Act).

In this Agreement, the words "you" and "your" refer to the employer(s) and his (their) authorized signatories. This Agreement and your use of the Online NI Payment Service is subject to the Act and the NIBTT's policies as amended from time to time.

#### Remittance of Payments and submission of Data on Employees

The NIBTT's account will be listed as a Payee on your Bank's online banking service. You may remit contribution payments to the NIBTT's account from any of your accounts as permitted by your Bank.

Immediately upon submitting the contribution payment, keep a record of the transaction/reference number issued by the bank, access the NIBTT's corporate web site and follow the instructions to submit your bank payment information and employee contribution data relative to the payment you have remitted.

The NIBTT will provide a transaction receipt as proof of contribution payments received via the Online NI Payment Service and contribution data submitted by you to the NIBTT on behalf of your employees.

## **Account Security**

You are required to comply with all provisions of the agreement with your internet service provider and your Bank regarding the security of your accounts. The NIBTT will not be held liable for any unauthorized transactions related to the use of the Online NI Payment Service including the receipt, non-receipt or late receipt of contribution payments and or data on behalf of employees. In the case of late receipt or non-receipt of contribution payments and or data on behalf of employees by the statutory deadline under the Act, the relevant penalties and interest will apply. The NIBTT reserves the right to take any action and pursue any other legal rights available to us for any failure to pay contributions in accordance with the Act.

# **Cost of accessing the Online NIS Payment Service**

The cost of accessing this service is on a per transaction basis and is therefore based on the cost prescribed by your Bank. In this regard the cost associated with each transaction will not exceed \$4.00. No additional fee is charged to upload the contribution data on behalf of your employees on the NIBTT corporate website which will complete your NIS payment transaction.

We will notify you at least one month in advance of any changes in the transaction costs if and when the bank undertakes same and you are free upon receipt of such notification to terminate this Agreement immediately by sending an email to that effect to onlinepayments@nibtt.net.

You hereby acknowledge and agree that the fees for use of the Online NI Payment Service will be debited from your bank account for each transaction undertaken by you. For further information or clarification on fees and other charges please call the NIBTT's Customer Care Centre at 625 2171/8 or inquire at any of our Service Centre locations.

# **Penalty and Interest Charges**

The Online NI Payment Service is offered in keeping with the provisions of the Act. You agree that the use of this service shall be in conformity with same and the non-remittance of contribution payments and/or data on behalf of employees within the statutory time frames set out in the Act due to technical malfunctioning or failure whether on the part of your Banks or by you or your agent shall not affect the application of penalties and interest accordingly.

In this regard, you agree that:

- 1. Remitting contribution payments via the Online NI Payment Service and submitting data to the NIBTT on behalf of employees is one option to submit these payments and data and that it is an option selected by you and not an obligation placed on you by the NIBTT.
- 2. The due date for remitting contribution payments via the Online NI Payment Service and submitting data to the NIBTT on behalf of employees is the last day of each month in accordance with the Act.
- 3. Contribution payments and data on behalf of employees remitted via the Online NI Payment Service by the fifteenth day after the due date shall not incur penalties and interest.
- 4. Contribution payments and data on behalf of employees remitted via the Online NI Payment Service after 12.00 mid-night on the fifteenth day after the due date shall incur penalties and interest as per the Act.
- 5. Where the fifteenth day of the month falls on a week-end or a public holiday, the deadline for the making of NI contribution payments via the Online NI Payment Service will be extended to the next day of business.
- 6. For the purpose of the Online NI Payment Service, a day begins at 12.01 a.m. and ends at 12.00 midnight. It is the sole responsibility of the employer to ensure that payments are made and data on behalf of employees submitted to the NIBTT on a timely basis to avoid penalties and interest.

#### **Changes in Services / Terms**

The NIBTT may at any time and without any liability to you, modify or discontinue, temporarily or permanently, any part of the Online NI Payment Service and the terms set forth in this Agreement, except the terms relating to transaction fees set out above. Such changes and notification shall be deemed to be effected and received by you if sent to the email address provided by you when you registered for this service or when a publication to that effect is made in any daily newspaper of Trinidad and Tobago and similar publication is made via the NIBTT's corporate web site.

Where reasonably possible, we will notify you in advance of any changes to this Agreement and you are free upon receipt of such notification to terminate this Agreement immediately by sending an email to that effect to onlinepayments@nibtt.net.

## Suspension / Cancellation of NIBTT's Online NIS Payment Service

You may cancel this Agreement at any time by written or email notification to the NIBTT. The suspension or cancellation of this Agreement does not in any way exempt you from the statutory requirement under the Act to remit contribution payments and data on behalf of your employees by the due date.

The NIBTT shall have the right in its sole discretion to suspend or terminate your use of this Online NI Payment Service and cancel this Agreement or refuse any and all current or future use of the Service for any reason at any time, without any liability to you, provided that any such suspension or termination is immediately notified to you by email at the email address provided when you registered for this service or at any email address subsequently provided by you for this purpose. Emails shall be deemed to be effected and received by you when sent.

### **Limitation of Liability**

The NIBTT agrees to make reasonable efforts to ensure full performance of the Online NI Payment Service. The Online NI Payment Service is provided on an "as is" and "as available" basis and your use of the Service is at your sole risk. The NIBTT will be responsible for acting only on those transactions sent through the Online NI Payment Service, which are actually received.

In no event shall the NIBTT (including our officers, directors, employees and agents) be liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of the online transactions you effect. In no event shall the NIBTT be liable for any losses or delays in transmission of information arising out of the use of any Service Provider or caused by any browser software. The NIBTT is not responsible for system disruptions including disruptions caused by any computer virus or related problems.

In no event shall the NIBTT (including our officers, directors, employees and agents) be liable for any transmission of confidential information or errors in such information, any breach of security or loss of submissions or data or if you provide incorrect or incomplete information or if your payment transaction details are incorrect or incomplete or the transaction is not timely so as to avoid penalties or interest or necessitates multiple transactions resulting in additional fees whether payable to your Bank.

Any information you receive from the NIBTT is believed to be reliable. However, it can only be provided on a best effort basis for your convenience and is not guaranteed. In no event shall the NIBTT (including our officers, directors, employees and agents) be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information except if caused by the NIBTT's gross negligence or willful misconduct (and then our liability is subject to other provisions of this Agreement and other legal rights we have) or unless applicable laws or an industry code to which we have publicly committed requires otherwise.

EXCEPT AS MAY BE EXPRESSLY STATED IMMEDIATELY ABOVE OR OTHERWISE IN THIS AGREEMENT, NEITHER THE NIBTT NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER OR HOWSOEVER ARISING, INCLUDING WITHOUT LIMITING THE FOREGOING OUT OF OR IN CONNECTION WITH THE PROVISION OR USE OF THIS ONLINE NI PAYMENT SERVICE, OR ANY HYPERLINKED WEBSITE/LINK. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ARISING UNDER THIS AGREEMENT, CONTRACT, TORT, NEGLIGENCE, STATUTORY LIABILITY OR OTHER LEGAL THEORY, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OPPORTUNITY, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY AND CLAIMS OF THIRD PARTIES.

YOU ACKNOWLEDGE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY CLAIMS OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION DISSATISFACTION WITH ANY MODIFICATION OR DISCONTINUATION OF OR TO THE SERVICE, OR ANY POLICIES OR PRACTICES OF THE NIBTT IN PROVIDING THE SERVICE OR ANY CHANGE IN SERVICE, IS TO CEASE USING THE SERVICE AND CANCEL OR TERMINATE YOUR USE OF THE SERVICE OR THIS AGREEMENT.

#### Indemnification

You agree to indemnify and hold harmless the NIBTT, its agents and all third party suppliers and their respective officers, directors, employees and agents, from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorney's fees and expenses and costs of investigation, whatsoever or howsoever made or brought against the NIBTT by any third party arising out of the use of this Online NI Payment Service by you or by any act under this Agreement.

#### **Prohibitions on Use**

You nor your agents will access or use the Online NI Payment Service for any illegal, fraudulent or defamatory purpose, nor take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Services (including but not limited to fraudulent, malicious or other activities that threaten to harm or cause harm to any other person).

#### **Authorized Users**

You the employer, agree to assume full responsibility for any and all actions taken by any person or persons acting on your behalf.

### **Customer Service / Technical Assistance**

If you need technical assistance with NIBTT's Online NI Payment Service, please contact our Customer Care Centre at 625-2171/8.

### **Electronic Messages**

You agree to receive communications regarding your account electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are sent to you.

# **Account Transfers (Contribution Payments)**

When you instruct your Bank to transfer funds from your account(s) in remitting contribution payments to the NIBTT's account via Internet Banking, you authorize the Bank to withdraw the necessary funds from the account you designate. You agree that you will instruct your Bank to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of transfer. The Bank will not be obligated to act on any instruction to transfer funds from you if sufficient funds, including overdraft lines of credit, are not available in the account you designated.

#### **Severability**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

#### **Notices**

Notices to the NIBTT shall be in writing and sent to:

**Manager Contribution Collection** 

The National Insurance Board of Trinidad and Tobago

e-mail address: onlinepayments@nibtt.net

Notices to you shall be issued in writing to your address on record or otherwise as provided herein.

#### **Governing Law**

This Agreement shall be governed by the laws of the Trinidad & Tobago.

#### **Declaration**

I declare that I am an employer registered with the National Insurance Board of Trinidad and Tobago.

I agree to the aforementioned Terms and Conditions.

NAME:	
SIGNATURE:	
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