

# Investment Application Form – Additional LSL Provision Savings

Churches of Christ Foundation (the Foundation)

<b>Section A. (Investment holder/employer)</b>			
<b>Churches of Christ in Queensland (CofCQ) church or entity's details</b>			
<b>Church/entity name:</b> <i>(as per registration)</i>			
<b>ACN or ABN:</b>			
<b>Primary contact person's details</b>			
<b>Name:</b>			
<b>Position title:</b>			
<i>Additional Party Identification form and certified identification documents must be provided, if not previously supplied.</i>			
<b>Section B. Employee's details</b>			
<b>Full legal name:</b>			
<b>Preferred name:</b>		<b>Title:</b>	
<b>Date of birth:</b>		<b>Mobile:</b>	
<b>Email address:</b>			
<b>Residential address:</b>		<b>Gender:</b>	M          F          Undisclosed
<b>Postal address:</b>			
<b>Preferred method of communication:</b>	Email		Post
<b>Position title:</b>			
<b>Date employee commenced employment with entity listed in Section A:</b>			
<b>Commencement date:</b> <i>(date employee commenced employment with their first CofCQ employer/church/entity, without any interruption in employment with CofCQ employer/s except for the grace period.)</i>			
<b>Specimen signature:</b>			

## Section C. Funding the new LSL Provision Savings investment

### Suggested calculation for Long Service Leave contribution

The initial contribution to fund the opening of this investment may be the suggested annual contribution or pro-rata of the annual contribution or include missed contributions. *(depending on the date employment commenced)*

The suggested annual contribution calculation formula is shown below.

\*\* If paid in **MARCH**, the amount is **1.3 TIMES** the Actual Weekly Salary  
*(including any taxation, fringe benefit component and housing allowance)*

\*\* If paid in **later**, the amount is **1.4 TIMES** the Actual Weekly Salary  
*(including any taxation, fringe benefit component and housing allowance)*

**Please note:** that Superannuation, WorkCover and other employment related expenses are not part of 'Actual Weekly Salary'

Annual contributions for LSL Provision Savings investments are due March each year in advance for the period March to February. A reminder letter and form will be sent to your church prior to the month due.

**The initial contribution of:** \$

### To be funded by:

*(tick one option only)*

- Direct Debit: The Foundation is authorised to debit the bank account on the Direct Debit Request (DDR) Form  
on  New DDR Form enclosed  DDR Form already provided: account ending  
Internet banking transfer *(the office will contact you with the details)*   
Cheque *(payable to 'Churches of Christ in Queensland')*

## Section G. Acknowledgement, authorisation and agreement

*(to be signed as per the authorised signatory instructions for the employer in Section A.)*

By signing this investment application form, you:

1. acknowledge having read and understood the General Terms and Conditions and the LSL Terms and Conditions governing the LSL Provision Savings investment arrangements between you and Churches of Christ in Queensland – Churches of Christ Foundation, and
2. confirm that the information you have provided is accurate and complete, and
3. authorise Churches of Christ Foundation to open the LSL Provision Savings investment and action the instructions contained on this form, and
4. undertake to provide Churches of Christ Foundation with additional information or documentation that we may request at any time to enable us to provide you with the best service possible and/or maintain legislative compliance, and
5. acknowledge the long service leave legal obligations remain with you as the employer and not the Churches

of Christ Foundation, and

6. acknowledge that by agreeing to open the Churches of Christ Foundation LSL Provision Savings investment, the balance transferred plus any future contributions and income credited to this investment will be held in your name for the employee's long service leave provision. After a period of seven years, including any previous employment periods attached to this investment, you will not be entitled to request a refund of contributions, and can only withdraw funds from this investment when accompanied by the employee's signature to cover payments and benefits for long service leave and long service like leave including at termination, if applicable, and
7. agree to process funds released for long service leave and long service like leave payments for the designated employee. These funds are paid to the employee via your payroll, including any fringe benefit arrangements, withholding tax and superannuation payments, if applicable, in compliance with applicable legislation and any applicable industrial agreement. Superannuation is not included in contributions nor included in funds withdrawn from the investment, and
8. acknowledge that when the employee has a termination of employment date and/or moves to another Churches of Christ in Queensland employer, you shall advise us by completing and submitting a 'Notice of Termination of Employment form - LSL Provision Saving'; and
9. acknowledge that upon submission of a completed 'Notice of Termination of Employment form - LSL Provision Saving' with the employee's intention of commencing employment with another Churches of Christ in Queensland employer and the new employer has completed all formalities, the investment will be transferred into the name of the new employer.

	<i>Authorised signatory (A)</i>	<i>Authorised signatory (B)</i>
<b>Signature:</b>		
<b>Full name:</b>		
<b>Position title:</b>		
<b>Date:</b>		

**Email:** this form and Minutes to: [Foundation@cofcqld.com.au](mailto:Foundation@cofcqld.com.au)

**Post:** Entity's registration document (certified copy) and for all persons listed on this form:

Identification document/s (certified copy)      Additional Party Identification form/s

to: **Churches of Christ Foundation, Reply Paid 469, Kenmore QLD 4069**

**Web:** [www.cofc.com.au/Foundation](http://www.cofc.com.au/Foundation)

**Phone:** (07) 3327 1628      1300 659 644

**Kindly note:** this instruction will only be accepted and actioned, once it is completed to the satisfaction of the Foundation and all supporting documents that fulfil the requirements have been received.

## General Terms and Conditions

### A Ministry of Churches of Christ in Queensland

#### Legal Structure & Disclosure

1. All investments will be administered by Churches of Christ Foundation (the Foundation) which operates as a ministry of Churches of Christ in Queensland (ABN 28953930342) of 41 Brookfield Road, Kenmore, QLD 4069. Churches of Christ in Queensland (ARBN 147481436) is a body corporate pursuant to the grant of letters patent issued under the Religious, Educational and Charitable Institutions Acts 1861 to 1959 (QLD).
2. The Foundation is a religious charitable development fund (the Fund) that operates under an exemption to the Banking Act 1959 (for current exemption see the Australian Prudential Regulation Authority (APRA) website: [www.apra.gov.au](http://www.apra.gov.au)).
3. Neither Churches of Christ in Queensland nor the Foundation are prudentially supervised by the APRA. Therefore, an investor in the Fund will not receive the benefit of the Financial Claims Scheme nor the depositor protection provisions of the Banking Act 1959. Investments in the Fund are intended to be a means for investors to support the charitable work of Churches of Christ in Queensland, and for whom the considerations of profit are not of primary relevance in their investment decisions. (See Condition 11 of the Banking Exemption.)
4. This scheme has not been examined or approved by ASIC. No Product Disclosure Statement is available.
5. The Foundation does not hold an Australian Financial Services License. Therefore, the Foundation is not licensed to provide financial product advice. This document/website contains factual information about the availability of the Foundation's products. It is not intended to provide any legal, accounting or other advice to potential investors but, to the extent that it does, such advice is general advice only and has not taken into account the potential investor's specific relevant personal circumstances, including their objectives, financial situation or needs. Each investor should seek independent advice relating to their circumstances.
6. To the maximum extent permitted by law, the Foundation does not accept responsibility for any loss or damage (including negligence) caused to anyone who relies on the information in this document/on the Foundation website.
7. No cooling-off period applies to the investments issued by the Foundation. The Foundation undertakes to repay investments upon request, subject to our Terms and Conditions.
8. Repayment of investments is underwritten by the overall funds & assets of Churches of Christ in Queensland.
9. The information and services available through the Foundation are only intended to be available to persons in the jurisdiction of Queensland. You must satisfy yourself that the laws and regulations of your jurisdiction allow access to the services the Foundation provides.
10. Your use of, and access to the Foundation website and/or this document, and your agreement to enter into products offered by the Foundation (using Foundation information) is conditional upon your acceptance and compliance with the terms, conditions and disclaimers contained within this document and elsewhere on the website. Any person using Foundation information is responsible for making their own assessment of the material and should verify all relevant representations, statements and information with their own professional advisers.
11. The Foundation does not represent, warrant, guarantee that the information in this document or on our website is complete, accurate or suitable for your intended use. The Foundation does not accept any responsibility to inform you of any matter that subsequently comes to its notice, which may affect the information in this document or on our website.
12. We may need to make changes to our terms and conditions (The Foundation terms) from time to time for many reasons. This may include, for example, changes required for updates to our products and changes to the law. You should look at the Foundation terms regularly, which are posted on the Foundation website. If we make a material change to these Foundation Terms, we will notify you in writing by letter, if you are registered with us as a Foundation product holder. We will attempt to send you the letter by email or post to the contact details you most recently provided to us prior to the material change taking effect. Any material changes to these Foundation Terms will be effective automatically 14 days after the revised Terms are first posted or, the letter is sent, whichever is the latter.
13. The Foundation is unable to guarantee files and attachments in our emails or on our website are free from contamination. Recipients of emails and/or visitors to our website should ensure they have precautions in place.

#### Tax File Number Information-

1. You will be requested to give your Tax File Number or give the appropriate exemption information.
2. If you are exempt but have a Tax File Number, it is safer to give your Tax File Number just in case your circumstances change.
3. Exemptions: For details about who is exempt, please refer to the Australian Taxation Office website– [www.ato.gov.au](http://www.ato.gov.au) search "Reporting exemptions from quoting a TFN/ABN"
  - a. Pensioner- In the space for Tax File Number write the full name of the pension received: age pension, disability support pension, Parent Payment (PP single), special benefit pension, carer allowance, service pension (DVA), income support supplement, etc.
  - b. Organisation not required to lodge a Tax Return- In the space for Tax File Number write 'Nil' and the reason why the organisation is not required to lodge a Tax Return.
4. **Please Note-** The collection of Tax File Number information is authorised and its use and disclosure are strictly regulated by the tax laws and the Privacy Act.
5. **Please Note-** It is not against the law if you choose not to give your Tax File Number or Exemption but tax may be withheld from your interest.

#### Privacy Policy-

1. Churches of Christ in Queensland and Churches of Christ Foundation (the Foundation) acknowledge and respect the privacy of individuals. The Foundation supports and endorses the Australian Privacy Principles contained in the Privacy Act 1988 (**Cth**) (**Act**), and will comply with these principles whenever personal information as defined by the Act is collected by us.
2. For full Privacy Policy, please see the website: <http://www.cofc.com.au/legal-and-privacy> or contact the office.

## **Anti-Money Laundering/Counter-Terrorism Financing (AML/CTF) Act 2006 and Rules Instrument 2007**

1. The Foundation must comply with the AML/CTF legislation.
2. Identification documents must be provided to the Foundation's satisfaction before funds will be accepted and investments opened.
3. The Foundation may request information or documentation to maintain compliance with the AML/CTF legislation.
4. All personal information will be treated as per requirements of the AML/CTF legislation, Privacy Act and our Privacy Policy.

### **Beneficial owner**

5. The 'Beneficial Owner' means the individual or individuals who ultimately own or control (directly or indirectly) the investment holder (client/entity).
6. In the case of a company, trust, partnership, association, organisation or foundation:
  - a. Owns: this means owning 25% or more of the entity.
  - b. Owns: this could be directly such as through shareholdings or indirectly such as through a broker or bank or by way of another company's ownership.
  - c. Control: relates to having the ability to make decisions regarding the entity's finances and operations. This control may be through formal arrangements such as trusts, agreements, understanding, policies or practices.
  - d. It could be the case that the investment holder (client/entity) has more than one beneficial owner.
7. Beneficial owners may be the individual investment holder or sole trader, significant position holders or office bearers, directors, senior managers, shareholders, partners, trustees, persons with transactional authority, etc.
8. More information is available on the AUSTRAC website: [www.austrac.gov.au](http://www.austrac.gov.au) search 'beneficial owner'.

### **Politically Exposed Person (PEP)**

9. A Politically Exposed Person (PEP) is an individual/person who holds a prominent public position in an:
  - a. Australian/domestic government body (Heads of state, government ministers or equivalent politicians, senior government executives, high-ranking judges, high-ranking military officers, central bank governors, or board members)
  - b. International/foreign government body (as listed above but for a foreign government body)
  - c. International organisation. (United Nations (UN), World Trade Organisation (WTO), North Atlantic Treaty Organisation (NATO), board members or executives)
  - d. The examples listed above are not an exhaustive list of PEP position/role types.
10. Immediate family members and/or close associates of these individuals are also considered PEPs.
11. More information available on the AUSTRAC website: [www.austrac.gov.au](http://www.austrac.gov.au) (search - PEP)

### **Terms and Conditions of Investments**

1. Interest is calculated on a daily basis from the date of receipt of monies by the Foundation. Upon full withdrawal/closure, interest will be calculated to the day prior to the date of repayment.
2. The investor will receive a written acknowledgement for each Fixed Term Investment and for the initial funding for other investment types. Then statements will be issued according to the investment type.
3. An acknowledgement of investment is not a document of title but its surrender may be requested on repayment of the investment.
4. Investments are not transferable. Where a change of ownership is requested, the Foundation will consider requests to invest the funds again in the new name.
5. Requests for partial or full withdrawal of an investment for an entity or in joint names must be signed by all parties concerned unless a written authority signed by all parties to allow for one signatory or other valid instructions have been received by the Foundation.
6. Instructions will only be actioned, if they comply with the investor's signing arrangements to the satisfaction of the Foundation.
7. No cash handling at the Foundation.
8. For all investments, except for Fixed Term Investments, additional funds of any amount may be lodged at any time and will appear on the statement for the investment.
9. For Fixed Term Investments additional funds of any amount may be lodged at maturity.
10. Please check your statements and/or certificates and retain for taxation purposes.
11. Cheques sent to the Foundation must be made out to "Churches of Christ in Queensland".
12. A Direct Debit Request Form must be completed before the Foundation can transfer funds from an external bank account to the Foundation.
13. External bank account on the Direct Debit Request Form must be in the investment holder's name.
14. Requests for an electronic transfer to add funds to your Foundation investment are transferred overnight. If a request is received after 3pm, the transfer will occur the following business day. Requests for a transfer to add funds to your Fixed Term Investments will occur overnight on the day of maturity.
15. Requests for withdrawals will occur overnight as per the investment type restrictions.
16. Requests for early release of funds must either:
  - a. give 31 days' notice or
  - b. qualify and be assessed under the Hardship Policy. Notification of whether the application has been approved or declined will be given upon completion of the assessment.
17. Individuals including CofCQ paid staff must reside in Queensland.
18. Entities must have their registered office and place of business in Queensland.
19. An investment holder may link their Foundation investment/s to an appropriate savings/cheque bank account in the investment holder's name.
20. The Foundation does not have fees or charges. External charges may be passed on. Client will be made aware before action is taken.

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21. The Foundation reserves the right to repay any or all investments together with the interest earned up to the date of repayment on giving one calendar months' notice of its intention to do so by letter forwarded to the last known address of the investor.
22. The Foundation reserves the right to refuse any investment without assigning a reason.
23. As required by legislation, unclaimed moneys will be sent to the Public Trustee of Queensland after two years of unsuccessfully trying to contact the client. Once this occurs, persons wishing to claim the funds will need to communicate directly with the Public Trustee of Queensland.
24. For individuals, in the event of the death of the investor, the Foundation will pay the investment(s) with accrued interest to the personal representative, Executor or Administrator on completion of legal formalities to the satisfaction of the Foundation, except in the case of a joint investment held by spouses where the investment will be closed and a new investment opened in the surviving investor's name, upon receipt of a certified copy of the Death Certificate.

### **LSL Provision Savings investment (\$10 minimum balance)**

25. Available to Churches of Christ in Queensland employers/churches/entities for paid staff long service leave provision only.
26. Investments will be opened in the name of the employer with the designation "Employee's Name' LSL Provision".
27. The LSL Provision Savings investment is a means of saving for future long service leave and long service like leave payments.
28. Compliance with long service leave obligations plus the associated superannuation and taxation obligations remain with the employer and not the Foundation.
29. By opening an LSL Provision Savings investment with the Foundation, the employer agrees to transfer the investment to the new employer, if the employee finishes employment and commences employment with another Churches of Christ in Queensland employer.
30. By opening an LSL Provision Savings investment with the Foundation, the employer agrees to process funds released for long service leave and long service like leave. These funds are paid to the employee via their payroll, including any fringe benefit arrangements, withholding tax and superannuation payments, if applicable, in compliance with applicable legislation and any applicable industrial agreement. This includes any contributions from prior contributing employers and earnings in the investment.
31. Approving long service leave and long service like leave is at the employer's discretion as per normal employment arrangements.
32. Contributions (funds) can be added at any time.
33. Annual contribution notices will be sent to contributing employers as a reminder to add funds to the LSL Provision Savings investment.
34. A suggested contribution rate is provided by the Foundation. This rate does not include Superannuation as not all long service leave payments have a superannuation component.
35. The investment can only be transferred to another Churches of Christ in Queensland employer/church/entity for the named employee's long service leave provision.
36. Investment transfer requests will only be actioned upon completion of the necessary documentation to the satisfaction of the Foundation.
37. Funds released for long service leave payments include when the designated employee takes long service leave, long service like leave and long service leave balance payments at termination of employment, if applicable.
38. Funds will only be released for long service leave payments for the designated employee after the Waiting Period.
39. Funds will only be released once the required documentation has been completed to the satisfaction of the Foundation.
40. If an employee has accumulated seven (7) years or more of service with the same employer, upon termination of employment with this employer, the employer must withdraw sufficient funds to cover their long service leave obligation and pay the funds via their payroll to the employee as required by the legislation. If the employer has not made sufficient contributions to cover their LSL obligation, it is the employer's responsibility to cover the shortfall. Contributions from previous employers cannot be used to cover any shortfall.
41. Employers must notify the Foundation when an employee terminates employment by submitting a Notification of Termination of Employment Form. Depending on the circumstances, an investment Transfer to New CofCQ Employer Form may also need to be completed and sent to the Foundation.
42. A 'grace period' of 6 months is permitted if the employee has terminated employment but looking to continue employment with another Churches of Christ in Queensland employer/church/entity. If employment is found, it is the employee's responsibility to submit the necessary documentation to the Foundation before the conclusion of the 'grace period'.
43. For long service leave obligation payments for the designated employee, amounts up to the balance of the investment, excluding previous employer contributions, are available for withdrawal. If insufficient contributions have been made any shortfall is the responsibility of the employer.
44. Refund is only available to the contributing employer/s, if the employee's 'Termination Date' is under seven (7) years from their 'Commencement Date'. If approved, the refund will occur proportionally to the contributing employer/s' linked bank account. The only exception is if the employee has opted for the Grace Period and employment is found within the Grace Period, no refund will occur and the LSL Provision Savings investment will transfer to the new CofCQ employer Note: The Grace Period is not taken into consideration when calculating the seven (7) year period. See definitions of 'Termination Date' and 'Commencement Date' below.
45. Variable interest rate. Interest paid in June and December. Statements issued thereafter to both the employer and the employee.
46. No joint investments. i.e. One investment per employee.
47. Should an employee die, the employer must provide the Foundation with a certified copy of the Death Certificate and request closure of the investment. If the seven (7) year waiting period has concluded, the funds must be processed as a payment to the estate of the deceased employee, subject to withholding tax, if applicable, in compliance with relevant legislation for taxation and long service leave payments for this situation. Any funds from previous employers will also need to be paid to the estate by the current employer, again subject to the same conditions mentioned earlier in the paragraph.

**Definitions:**

- Commencement Date: is the date the employee commenced employment with their first Churches of Christ in Queensland employer/church/entity, without any subsequent interruption in service. Any interruption in service for whatever reason other than a grace period, will automatically mean the commencement date will restart from the date employment commences with a new employer after interruption of service. Thereafter, the waiting period will recommence.
- Long service leave or long service leave obligations: means long service leave entitlements as per the applicable Queensland legislation, any applicable industrial agreement, and as per the terms and conditions of the employment agreement.
- Long service like leave: implies a type of leave similar to long service leave for employees who have worked over seven (7) years with multiple Churches of Christ in Queensland employers but not with the same employer for seven (7) or more continuous years. This means they do not qualify for long service leave under the legislation. As their previous employer/s have placed funds in the Foundation LSL Provision Savings investment, these funds can be used for long service like leave payments for the employee after the Waiting Period concludes.
- Long service leave payments: may include long service leave and/or long service like leave payments.
- Termination Date: is the date the employee finishes employment after continuous service with one or more Churches of Christ in Queensland employers/churches/entities. i.e. the employee will no longer be working for a Churches of Christ in Queensland employer.
- Waiting Period: is seven (7) years from the Commencement Date.
- Grace Period: if the employee has terminated employment, they may opt to have six (6) months to look for employment with another Churches of Christ in Queensland employer/church/entity. The onus is on the employee to advise the Foundation if employment is found and submit the completed Investment Transfer to New CofCQ Employer form to the Foundation.

From time to time, we have new investments and information to share with our valued clients. All investments support the charitable works of Churches of Christ in Queensland and our churches. You don't need to decide now and can opt out at any time by sending us an email, but if you really do not wish to receive promotional material, please tick