

Exempt Benefits Account Form (Company Limited by Guarantee)

Baplink is required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to obtain certain information from you, and to verify that information is true and correct, before we can provide you with financial services. We may need to seek further information from you in the event of any errors or omissions.

Please ensure that each authorised signatory also completes a Signatory Identification Form.

Section 1: Church Details	
Church Name (as per your ASIC registration)	
Date of ASIC Registration	
Registered Trading Name(s) (if any)	
Organisation Type	Company Limited by Guarantee
Exempt Benefits Account Minister's FULL Name	
Minister's Role	
Church ACN	
Church ABN	
ACNC Registration	<input type="checkbox"/> Yes, we are registered with ACNC. If you are not registered with the ACNC, Baplink is not permitted to open an Exempt Benefits Account.
Address of Registered Office	
Address of Church (if different)	
Postal Address (if different)	
Telephone Number	
Email Address	
Contact Person(s) with mobile/direct number(s)	
FULL names of all Directors	



A ministry of Queensland Baptists
 P 1800 650 062 F 07 3354 5605 PO Box 6166, Mitchelton QLD 4053
 baplink@baplink.org.au www.baplink.org.au ABN 59 241 212 544

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FULL name of Company Secretary

Section 2: Authorised Signatories

Each authorised signatory must also complete a **Signatory Identification Form**. If more space for more signatories is required, please attached a separate letter listing the additional signatories and include their specimen signatures. This letter should be signed by the same two people who signed this form.

FULL Name of Signatory	Specimen Signature

Section 3: Signatory Authorisation Arrangements

- Any one to sign
- Any two to sign

Section 4: Authorisation & Authorising Signatures



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We confirm that:

- We have read and understood the Australian Tax Office's *Taxation Ruling TR 2019/3 Fringe Benefits Tax: Benefits Provided to Religious Practitioners*;
- We have read and agreed to *Section 5: Terms & Conditions of Baplink Church Accounts* (see below);
- We, the undersigned individuals identified as Responsible People on the ACNC Register, hereby affix our signatures and certify the authenticity of this document as a true and accurate extract of the minutes from the meeting; and
- All the information provided in this form is true, correct, and complete to the best of our knowledge.

Name:	Name:
Director	Director or Secretary
Date:	Date:

Section 5: Terms & Conditions of Baplink Church Accounts

- In signing this Form (or upon prior issue by you of a cheque or the making of a deposit under the Scheme), you, the client, acknowledge that (subject to Baplink acceptance) you agree to these terms and conditions and that you have appointed both Baplink and Indue Ltd as your agent and that you have authorised each of them to:
 - Conduct accounts ("the Bank Account") with Westpac Banking Corporation ("the Bank") to enable you to draw cheques for payment for goods and services out of the funds in your account with Baplink which is dedicated either exclusively or otherwise to the Client's Cheque Scheme ("Baplink Account") and make deposits to the Bank in accordance with these terms and conditions; and
 - Transfer funds to the Bank Account from your Baplink Account to meet the amount of any cheques or payments orders ("a cheque") that you or your Authorised Signatories have signed and to meet the value of all costs, taxes, or charges made or incurred by Baplink or the Bank;
 - Disclose to the Bank such information relating to your Baplink Account as is necessary to process any transactions carried out by you.
- It is your responsibility to ensure that all cheques drawn by you are properly authorised and completed. Any cheque presented for payment which is undated, unsigned, or without a payee included will be dishonoured.
- No cheques will be cashed by the Bank unless prior arrangements have been made between the Client, Baplink, and the Bank. Baplink shall accept no liability of any kind as a result of the party who presents a cheque for a special answer treating any lapse of time as a dishonour of the cheque.
- If the amount of any cheque presented for payment to the Bank exceeds the Available Balance (as defined in Clause 5 below) in your Baplink Account at the time the cheque is presented, Baplink may instruct the Bank to refuse to pay the cheque. In such event, Baplink will advise you in writing as soon as practicable but will incur no liability for failure to do so. Where the Bank refuses to pay a cheque in accordance with this condition or in accordance with any other condition, Baplink may, at its absolute discretion, debit to your Baplink Account any costs incurred through such a refusal with any such costs representing a debt from you to Baplink until paid.
- The Available Balance includes any funds lodged in your Baplink Account or any unused overdraft or other agreed credit facility made available as part of your Baplink Account. The Available Balance does not include deposits received but uncleared in accordance with the policy of Baplink, nor does it include interest accrued but not credited or deposits in transit.
- If your Baplink Account is held in the name of two (2) or more persons, all funds in that account and the Bank Account will be held jointly. "The Client" includes all such persons jointly and severally. If one of the parties should die, any balance in these accounts shall accrue in accordance with the law of survivorship for the time being in the State in which Baplink is incorporated.
- If you want to stop payment on any cheque, you must advise Baplink in writing before the cheque is presented to the Bank for payment. Baplink is only required to instruct the Bank to stop payment on any cheque after receipt of your written instruction signed according to your account signing authorisations (normally this means two signatures). Baplink may elect, at its sole discretion, to instruct the Bank to stop payment on a cheque based on your telephone instructions pending written confirmation.
- In the event that a correctly authorised and presented cheque exceeds the Available Balance of your Baplink Account, Baplink is authorised (but is under no obligation to do so) to transfer to that account from any other account or accounts held with Baplink in the name of the Client sufficient funds (within the Available Balance of such other account or accounts) to allow payment of the cheque. Baplink may, at its absolute discretion, debit a fee as determined by Baplink to your Baplink Account for each and every such transfer and such fee shall be a debt from you to Baplink. Notwithstanding this condition, Baplink shall be held harmless from any claim whatsoever from the Client or any other person or organisation should Baplink fail or refuse to make such a transfer.
- If Baplink for any reason and without reference to you pays a correctly authorised and presented cheque that exceeds your Available Balance with Baplink, then you shall incur a debt to Baplink for the amount by which the cheque exceeds the available balance. In such circumstances, the debt shall be payable by you immediately upon the written demand of Baplink. If you fail to pay such debt, then you shall be required to pay all costs and expenses whatsoever incurred by Baplink in collection of that debt.
- You acknowledge that the Bank may refuse to pay or dishonour any cheque that is drawn by you under the Scheme and presented for payment, regardless of the state of your account with Baplink if:
 - The Bank receives a direction from Indue Ltd to dishonour the cheque, whether or not such direction is authorised or justified;
 - at the time of presentation of the cheque, or at any time within which the cheque may be dishonoured under the current practice of bankers prevailing at that time;
 - Indue Ltd fails or omits to pay to the Bank an amount in cleared funds equal to the face value of the cheque;
 - A petition is lodged or an order is made or a resolution is passed for the winding up of Indue Ltd or placing it under official management or any ground for its winding up has arisen or any meeting is convened for the purpose of considering any such resolution or any resolution for any arrangement or composition with creditors or a receiver of its undertaking or property or any part thereof is appointed or an Administrator is appointed or it stops payment generally or without the consent or the Bank ceases or threatens to cease to carry on business or the major part thereof; or
 - the cheque drawing and deposit facility is terminated.
- The Bank may disclose to Baplink and to Indue Ltd all information relating to your participation in the Scheme and the transactions effected on your behalf.
- You will pay such charges as shall be determined by Baplink from time to time in relation to all transactions and to all cheques drawn on or deposits made to the Bank pursuant to the Client's Cheque Scheme.
- You agree that the rights and liabilities of Baplink in relation to its services pursuant to the Client's Cheque Scheme shall be as if Baplink were a paying bank and collecting bank as defined by or a banker as referred to in the Cheques and Payment Orders Act 1986.
- Any cheque received by Baplink before it receives a written notice of cancellation or variation of authority may be paid by Baplink in the normal course of business.
- The terms and conditions of use may be varied from time to time. Following notice to you, the issue of a cheque by you or the making of a deposit under the Scheme will indicate your acceptance of the variation.
- Baplink reserves the right to withdraw the cheque drawing and deposit facility at any time. No cheques may be issued by you after the facility has been withdrawn.



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