# **Baptist Financial Services Australia Ltd**

ABN 56 002 861 789 – AFSL 311062 ("BFS" and "Baptist Financial Services") A National Affiliated Ministry of Australian Baptist Ministries



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# BFS Visa Prepaid PayCard Terms and Conditions (For Fringe Benefits Salary Packaging)

### AGREEMENT

By accepting the Card, the Employee (Cardholder) agrees to the following terms and conditions of their employer, covering their provision of salary and benefits using the BFS Visa Prepaid PayCard (the 'Card').

#### WHEREAS the Employee:

- 1. Is engaged by the employer under an employment agreement or a contract for services and is eligible to apply for the Card to package expenses as specified by the employer.
- 2. Acknowledges that they have read the guidelines outlined by their employer and agree to comply with the conditions as contained therein and the terms and conditions stated herein and in the BFS Visa Prepaid PayCard Financial Services Guide and Product Disclosure Statement Parts 1 & 2 (altogether the Card terms & conditions).
- 3. Acknowledges that the terms and conditions of their employment agreement or contract for services allow for the provision of fringe benefits by means of provision of the Card and may include the provision of other fringe benefits not covered by this agreement.

## **TERMS AND CONDITIONS**

The Employee:

- 1. Acknowledges that they are a resident of Australia or has a right to reside in Australia.
- 2. Authorises a reduction in their total remuneration by a specified amount per pay to be effective after receipt of the Card.
- 3. Agrees to accept the Card which may only be used to incur a range of unspecified personal expenses, except for payment of fines or cash advances.
- 4. Acknowledges that the amount of the reduction in my remuneration as authorised by Clause 1 will be transferred by regular transfers to the Card account in my name to undertake transactions by using the Card.
- 5. Acknowledges that any attempted load that will take the Value on the Card over the Card Limit of \$10,000.00 will be rejected in full, and will therefore manage the Card balance to enable the next salary packaging payment to be loaded to the Card.
- 6. Agrees that they have no entitlement to the amounts transferred to the Card account other than as a mechanism for undertaking transactions, subject to the terms and conditions of the Card and this Salary Packaging Agreement.
- 7. Acknowledges that any credit balance remaining on the Card account on termination or cancellation of the Card shall be refunded to my employer and taken into account in my overall remuneration reconciliation.
- 8. Acknowledges that they are responsible for all transactions that are undertaken by use of the Card and agree to pay to their employer on demand any transaction amounts incurred on the Card during an FBT year (1 April to 31 March) that exceed the reduction in my remuneration as authorised by Clause 1.
- 9. Agrees that they will pay to their employer on demand any debit (negative) balance on the Card and any expenses debited to the Card after its termination or cancellation (including any transactions that are processed due to delays in processing transactions on the Card by merchants).
- 10. Authorises and directs their employer to make such deductions from their remuneration or termination entitlements as are required, to discharge my obligations to the employer under this Agreement.
- 11. Acknowledges that the amount of expenses incurred on the Card and reimbursed, multiplied by a factor of 1.8692 (as per ATO ruling) may be disclosed on their Payment Summary as a Reportable Fringe Benefit (where required).
- 12. Agrees that their employer may alter or discontinue this arrangement at any time and if there is a change in any relevant legislation that adversely impacts on the arrangement.
- 13. Acknowledges and confirms the Employer's agreement, in accordance with the terms of the Product Disclosure Statement, for fees and charges to be deducted from the monetary value stored on the Card from time to time.

#### Verification of Identity using information at a credit reporting agency (CRA)

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 requires BFS to confirm and verify your identity before a prepaid card can be issued in the name of an individual. BFS may require you to provide additional information before accepting your renewal or variation and we will contact you if this is necessary.

To enable us to confirm and verify your identity, we may disclose personal information such as your name, date of birth, and address to a CRA to obtain an assessment of whether that personal information matches information held by the CRA. The CRA may check your information with the document issuer or official record holder. The CRA may give us a report on that assessment and to do so may use personal information about you and other individuals in their files. If we are unable to verify your identity using information held by a CRA, we will provide you with a notice to this effect and give you the opportunity to contact the CRA to update your information held by them or verify your identity using an alternative method acceptable to BFS.

#### **Privacy Statement**

Indue & BFS are committed to ensuring the confidentiality and security of your personal information. BFS's Privacy Policy, which provides further information about how we handle your information, is available upon request or by accessing our website <u>www.bfs.org.au</u>.

BFS's contact details for privacy purposes are as follows:

BFS's Privacy Officer

clients@bfs.org.au

Ministry and Learning Centre, 5 Saunders Close, Macquarie Park NSW 2113 and 1300 650 542

You can contact Indue or obtain a copy of its Privacy Policy, by visiting its websites –www.indue.com.au, by calling 07 3258 4222 or by writing to Indue Ltd at PO Box 5389 South Brisbane, Qld 4101.

We generally collect personal information directly from you. For example, personal information will be collected through our application processes, forms and other interactions with you in the course of providing you with our products and services, including when you visit our website, call us or send us correspondence. We may also obtain credit information about you from identity verifiers, credit providers and credit reporting bodies on your behalf if necessary, for us to provide our services to you.

BFS collects and holds personal information for the purposes set out in the Privacy Policy.

If you do not provide us with the personal information we request, we may not be able to provide you with our products or services or meet your needs appropriately.

We may use and disclose the personal information we collect about you for the following purposes:

- to assist BFS in providing you with products and services;
- completion of documentation and application forms;
- to consider and assess your request for a product or service;
- let you know about other products or services we offer, send you information about special offers or invite you to events;
- to protect our business and other customers from fraudulent or unlawful activity;
- to conduct our business and perform other management and administration tasks;
- to consider any concerns or complaints you may have;
- to manage any legal actions involving BFS;
- to comply with relevant laws, regulations and other legal obligations; and
- to help us improve the products and services offered to our customers, and to enhance our overall business.

The types of organisations to whom we may need to disclose your personal information to include:

- a related entity of BFS;
- Indue, the issuer of the Visa Prepaid Card;
- an agent, contractor or service provider we engage to carry out our functions and activities, such as our lawyers, accountants, or other advisors;
- organisations involved in a transfer or sale of all or part of our assets or business;
- organisations involved in managing our payments, payment merchants and other financial institutions such as banks;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- your guarantor, referee(s), employer or co-account holder;
- financial product issuers;
- other credit providers and credit reporting bodies;
- a debt collector; and
- anyone else to whom you authorise us to disclose it.

We may disclose personal information to recipients that are located outside Australia in some circumstances. Any disclosure of personal information to overseas recipients will be in accordance with our Privacy Policy.

Our Privacy Policy contains information about how:

- you may access information, including credit information, held about you;
- you may seek the correction of information, including credit information, about you;
- you may complain about a breach of the Privacy Act 1988, including the Australian Privacy Principles and the Credit Reporting Code; and
- we will deal with a privacy complaint.

We may use personal information we collect from you to send marketing material from time to time, unless you elect not to receive the material. We will not provide your personal information to any third-party other than in accordance with our Privacy Policy.

We may also disclose your personal information to a CRA for the purpose set out above in "Verification of Identity using information at a credit reporting agency (CRA)".

Information about credit reporting, including the contact details of the CRAs we deal with, how we or a CRA may use your information, how to access our policies and your rights in relation to your credit information, is available at <u>www.bfs.org.au</u>. You can request to have this information provided in hard copy by contacting our Privacy Officer.

**Indue Limited** ABN 97 087 822 464 (AFSL 320204) is the issuer of the Card and the member of Visa. Baptist Financial Services Australia Limited ABN 56 002 861 789 is an agent of Indue (AFSL License No. 311 062). Please refer to the Financial Services Guide. A Product Disclosure Statement is available and can be obtained by visiting <u>www.bfs.org.au</u>. You should consider the Product Disclosure Statement in deciding whether or not to acquire the BFS VISA Prepaid PayCard.