

**Australian Securities and Investments Commission****National Consumer Credit Protection Act 2009 – Paragraph 109(1)(a) – Exemption and Revocation****National Credit Code – Subsection 203A(1) – Exemption and Revocation****Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under:
  - (a) paragraph 109(1)(a) of the *National Consumer Credit Protection Act 2009* (the *Credit Act*); and
  - (b) subsection 203A(1) of the National Credit Code (the *Code*).

Note: The Code is found in Schedule 1 to the Credit Act.

**Title**

2. This instrument is ASIC Instrument [15-1015].

**Commencement**

3. This instrument commences on the day it is signed.

**Exemption**

4. The Baptist Union of Queensland ABN 59 241 212 544 (the *BUQ*) does not have to comply with:
  - (a) subsections 29(1) and (2) of the Credit Act; and
  - (b) the provisions of the Code (other than Part 1, Part 4, Division 3 of Part 5, Divisions 4 and 5 of Part 7 and Parts 12, 13 and 14).

Note 2: Subsection 29(4) of the Credit Act may provide a defence to a person who engages in a credit activity on behalf of another person that is exempt from subsections 29(1) and (2) of the Credit Act in relation to the credit activity under paragraph 109(1)(a) of the Credit Act.

**Where exemption applies**

5. The exemptions in paragraph 4 apply to credit activities engaged in by the BUQ in relation to the provision of credit to an eligible person under a credit contract, where:
  - (a) the credit is provided wholly or predominantly:

- (i) for personal, domestic or household purposes to the limit of \$40,000; or
  - (ii) to purchase residential property or motor vehicles; and
- (b) the interest rate charged under the credit contract does not exceed:
- (i) for a credit contract with a fixed interest rate—the maximum rate that applies at the time of entering into the credit contract; or
  - (ii) for a credit contract with a variable interest rate—the maximum rate that applies from time to time; and
- (c) the credit contract does not impose:
- (i) credit fees and charges; or
  - (ii) a default rate of interest.
6. The exemptions in paragraph 4 apply for so long as the BUQ:
- (a) is a member of an external dispute resolution scheme specified in ASIC Class Order [CO 10/249] or any instrument that replaces that Class Order; and
  - (b) has an internal dispute resolution procedure that:
    - (i) complies with the standards and requirements specified in ASIC Class Order [CO 10/250] or any instrument that replaces that Class Order; and
    - (ii) covers disputes in relation to credit activities engaged in by BUQ; and
  - (c) maintains adequate arrangements for compensating persons for loss or damage suffered because of a breach of a credit contract by the BUQ or a failure to comply with the terms of this instrument that satisfy any requirements prescribed for the purposes of paragraph 48(2)(a) of the Credit Act as if the BUQ were a licensee.

### **Revocation**

7. ASIC Instrument [15-0888] is revoked.

### **Interpretation**

8. In this instrument:

*credit activity* has the meaning given by section 6 of the Credit Act.

*credit contract* has the meaning given by section 4 of the Code.

*credit fees and charges* has the meaning given by subsection 204(1) of the Code.

*default rate* has the meaning given by section 27 of the Code.

**eligible person** means a person who:

- (a) has been registered as a Minister in accordance with BUQ's constitution or ordained as a Minister by BUQ or another body recognised by ministerial services; or
- (b) is a Student Minister preparing for ministry as a person mentioned in paragraph (a); or
- (c) a Pastoral Assistant; or
- (d) is or was an employee of the BUQ; or
- (e) is or will be a joint debtor with a person mentioned in paragraphs (a) to (d).

**licensee** means a person who holds an Australian credit licence.

**maximum rate** means:

- (a) where the credit is provided wholly or predominantly to purchase a residential property—the cash rate as published by the Reserve Bank of Australia from time to time plus a margin of 4% per cent per annum; and
- (b) where the credit is provided wholly or predominantly:
  - (i) to purchase a motor vehicle; or
  - (ii) for other personal, domestic or household purposes to the limit of \$40,000;

the cash rate as published by the Reserve Bank of Australia from time to time plus a margin of 7% per cent per annum.

**residential property** has the meaning given by subsection 204(1) of the Code.

Dated this 3<sup>rd</sup> day of November 2015



Signed by Amney Elkontar  
as a delegate of the Australian Securities and Investments Commission