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## Exemption

### Section 248 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*

I, Neil James Jensen PSM, AUSTRAC CEO, pursuant to paragraph 248(1)(a) of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act)*, hereby exempt McMillan Shakespeare Limited (MSL) ABN 74 107 233 983 of Level 4 321 Exhibition Street, Melbourne VIC 3000 from the following specified provisions of the AML/CTF Act:

- (a) Items 6, 16, 31 and 48 in Table 1, subsection 6(2).

### Conditions

Pursuant to paragraph 248(2)(b) of the AML/CTF Act, the exemption is subject to the following conditions:

1. MSL must inform the AUSTRAC CEO or delegate of any changes that may affect the exemption and/or conditions imposed by this written instrument within 14 days from when the change affecting the exemption occurs.
2. This exemption only applies in the following circumstances:
  - a. In the provision of salary packaging administration services of the type described in Appendix A as offered to employer clients and their employees by MSL.

A handwritten signature in black ink, appearing to read 'Neil J Jensen', written over a horizontal dotted line.

Neil J Jensen PSM, AUSTRAC CEO

A handwritten date '16 July 2008' in black ink, written over a horizontal dotted line.

## **Appendix A – description of salary packaging administration services**

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A salary packaging administration service is a service offered by a salary packaging administration provider to an employer client for an agreed fee whereby the salary packaging administration arrangement is administered by the salary packaging administration provider on behalf of the employer client.

On occasion, a bank guarantee may be issued and provided by an authorised deposit-taking institution (**ADI**) at the request of the salary packaging administration provider as security for the performance of its obligations under the contract with the employer client.

A salary packaging arrangement typically encompasses:

- providing factual information to an employer client and its employees about the types of fringe benefit items that can be salary packaged;
- assisting the employees of an employer client in establishing salary packaging arrangements;
- attending to all enquiries made by employees of an employer client relating to their salary package arrangements;
- establishing bank accounts with an ADI:
  - in the name of the salary packaging administration provider (as trustee for the employer client), with respect to which the ADI may issue and provide a cheque book to the employer client if so requested by the employer client; or
  - in the name of an employer client, with respect to which the salary packaging administration provider will be granted certain access rights to that account;
- paying fringe benefit items to third party benefit providers (or reimbursing an employee of an employer client for eligible fringe benefit expenses incurred):
  - in accordance with instructions received from the employer client and the applicable employee; and
  - from funds transferred to the salary packaging administration provider by the employer client (or made available to the salary packaging administration provider by the employer client),

but, where the funds transferred by the employer client are insufficient to make required payments or reimbursements (due to timing differences or errors), the salary packaging administration provider may from time to time utilise its own funds to rectify the timing difference or error;

- maintaining all paper/electronic records and correspondence in connection with the salary packaging administration service and the salary packaging arrangement entered into by each applicable employee of an employer client, including information required in order to comply with applicable legislation, including without limitation the *Fringe Benefit Tax Assessment Act 1986* (Cth) and *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- reporting applicable input tax credits to an employer client;
- if requested by the employer client, implementing strategies to minimise the risk of fringe benefit tax shortfalls occurring and, where they do occur, undertaking recovery action from the applicable employee on behalf of an employer client;
- at the conclusion of a salary packaging arrangement, transferring the balance of any salary packaging deductions to an employer client;
- providing administration services in relation to motor vehicle leasing arrangements of employees (or their associates) of an employer client who have entered into a novated leasing arrangement with the employer client and a financier including, without limitation, arranging the procurement (or supply) of the desired vehicle, finance, insurance, roadside assistance programs, fuel (via a credit facility offered by the fuel provider to the salary packaging service provider, which in turn offers that credit to applicable employees to

facilitate the purchase of fuel and other eligible vehicle expenses) and repair and maintenance authorisation services;

- promoting a corporate credit card facility offered by an ADI to the salary packaging service provider that enables employees (and their nominees) of an employer client that is exempt of fringe benefits tax to facilitate the purchase of meal entertainment expenses (subject to merchant acceptance) and day to day living expenses (subject to merchant acceptance and cash withdrawal restrictions);
- promoting and administering a program that enables employees from an employer client to salary package:
  - expense fringe benefits (including, without limitation, a notebook computer, personal digital assistant and/or mobile phone) from a participating retailer and seek reimbursement (via a salary packaging arrangement administered by the salary packaging administration provider on behalf of the employer client) over a period of up to 6 months (which may involve the granting of a guarantee by the salary packaging administration provider in favour of the participating retailer); and
  - property fringe benefits (including, without limitation, light food and non-alcoholic beverages and child care services);
- administering the provision of benefit items by an employer client to its employees (including, without limitation, via the use of vouchers) and arranging third party suppliers to provide those benefits to the applicable employees;
- promoting and arranging the supply of entertainment card (and discount voucher) programs to an employer client; and
- referring employees of an employer client that wish to review, finance or re-finance their home loan arrangements to a third party mortgage broker.

**Important Notice to person named in this instrument**

1. Any request for a change to this instrument must be submitted to the AUSTRAC CEO or approved delegate within 14 days from when the change is sought.
2. Pursuant to subsection 248(3), the person granted the exemption must comply with the conditions set out in the instrument. Failure to comply with those conditions may result in the revocation of the exemption and action against the person may be commenced under subsection 248(3) of the AML/CTF Act.
3. It is an offence under sections 136, 137 and 138 of the AML/CTF Act to provide false and misleading information or false documents. If any of the information submitted by the applicant or its representatives is found to be false and misleading, the exemption may be revoked, and action may be initiated against the applicant.
4. The person granted the exemption may request the AUSTRAC CEO at any time to change the exemption.



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## Exemption

### Section 248 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*

I, Neil James Jensen PSM, AUSTRAC CEO, pursuant to paragraph 248(1)(a) of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act)*, hereby exempt McMillan Shakespeare Australia Pty Ltd (MSA) ABN 39 082 449 036 of Level 4 321 Exhibition Street, Melbourne VIC 3000 from the following specified provisions of the AML/CTF Act:

- (a) Items 6, 16, 31 and 48 in Table 1, subsection 6(2).

### Conditions

Pursuant to paragraph 248(2)(b) of the AML/CTF Act, the exemption is subject to the following conditions:

1. MSA must inform the AUSTRAC CEO or delegate of any changes that may affect the exemption and/or conditions imposed by this written instrument within 14 days from when the change affecting the exemption occurs.
2. This exemption only applies in the following circumstances:
  - a. In the provision of salary packaging administration services of the type described in Appendix A as offered to employer clients and their employees by MSA.

A handwritten signature in black ink, appearing to read 'Neil Jensen', written over a horizontal dotted line.

Neil J Jensen PSM, AUSTRAC CEO

A handwritten date '16 July' in black ink, written over a horizontal dotted line, followed by the year '2008'.

## **Appendix A – description of salary packaging administration services**

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A salary packaging administration service is a service offered by a salary packaging administration provider to an employer client for an agreed fee whereby the salary packaging administration arrangement is administered by the salary packaging administration provider on behalf of the employer client.

On occasion, a bank guarantee may be issued and provided by an authorised deposit-taking institution (ADI) at the request of the salary packaging administration provider as security for the performance of its obligations under the contract with the employer client.

A salary packaging arrangement typically encompasses:

- providing factual information to an employer client and its employees about the types of fringe benefit items that can be salary packaged;
- assisting the employees of an employer client in establishing salary packaging arrangements;
- attending to all enquiries made by employees of an employer client relating to their salary package arrangements;
- establishing bank accounts with an ADI:
  - in the name of the salary packaging administration provider (as trustee for the employer client), with respect to which the ADI may issue and provide a cheque book to the employer client if so requested by the employer client; or
  - in the name of an employer client, with respect to which the salary packaging administration provider will be granted certain access rights to that account;
- paying fringe benefit items to third party benefit providers (or reimbursing an employee of an employer client for eligible fringe benefit expenses incurred):
  - in accordance with instructions received from the employer client and the applicable employee; and
  - from funds transferred to the salary packaging administration provider by the employer client (or made available to the salary packaging administration provider by the employer client),

but, where the funds transferred by the employer client are insufficient to make required payments or reimbursements (due to timing differences or errors), the salary packaging administration provider may from time to time utilise its own funds to rectify the timing difference or error;

- maintaining all paper/electronic records and correspondence in connection with the salary packaging administration service and the salary packaging arrangement entered into by each applicable employee of an employer client, including information required in order to comply with applicable legislation, including without limitation the *Fringe Benefit Tax Assessment Act 1986* (Cth) and *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- reporting applicable input tax credits to an employer client;
- if requested by the employer client, implementing strategies to minimise the risk of fringe benefit tax shortfalls occurring and, where they do occur, undertaking recovery action from the applicable employee on behalf of an employer client;
- at the conclusion of a salary packaging arrangement, transferring the balance of any salary packaging deductions to an employer client;
- providing administration services in relation to motor vehicle leasing arrangements of employees (or their associates) of an employer client who have entered into a novated leasing arrangement with the employer client and a financier including, without limitation, arranging the procurement (or supply) of the desired vehicle, finance, insurance, roadside assistance programs, fuel (via a credit facility offered by the fuel provider to the salary packaging service provider, which in turn offers that credit to applicable employees to

facilitate the purchase of fuel and other eligible vehicle expenses) and repair and maintenance authorisation services;

- promoting a corporate credit card facility offered by an ADI to the salary packaging service provider that enables employees (and their nominees) of an employer client that is exempt of fringe benefits tax to facilitate the purchase of meal entertainment expenses (subject to merchant acceptance) and day to day living expenses (subject to merchant acceptance and cash withdrawal restrictions);
- promoting and administering a program that enables employees from an employer client to salary package:
  - expense fringe benefits (including, without limitation, a notebook computer, personal digital assistant and/or mobile phone) from a participating retailer and seek reimbursement (via a salary packaging arrangement administered by the salary packaging administration provider on behalf of the employer client) over a period of up to 6 months (which may involve the granting of a guarantee by the salary packaging administration provider in favour of the participating retailer); and
  - property fringe benefits (including, without limitation, light food and non-alcoholic beverages and child care services);
- administering the provision of benefit items by an employer client to its employees (including, without limitation, via the use of vouchers) and arranging third party suppliers to provide those benefits to the applicable employees;
- promoting and arranging the supply of entertainment card (and discount voucher) programs to an employer client; and
- referring employees of an employer client that wish to review, finance or re-finance their home loan arrangements to a third party mortgage broker.

**Important Notice to person named in this instrument**

1. Any request for a change to this instrument must be submitted to the AUSTRAC CEO or approved delegate within 14 days from when the change is sought.
2. Pursuant to subsection 248(3), the person granted the exemption must comply with the conditions set out in the instrument. Failure to comply with those conditions may result in the revocation of the exemption and action against the person may be commenced under subsection 248(3) of the AML/CTF Act.
3. It is an offence under sections 136, 137 and 138 of the AML/CTF Act to provide false and misleading information or false documents. If any of the information submitted by the applicant or its representatives is found to be false and misleading, the exemption may be revoked, and action may be initiated against the applicant.
4. The person granted the exemption may request the AUSTRAC CEO at any time to change the exemption.





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## **Exemption**

### **Section 248 of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006***

I, Neil James Jensen PSM, AUSTRAC CEO, pursuant to paragraph 248(1)(a) of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act)*, hereby exempt Remuneration Services (Qld) Pty Ltd (RemServ) ABN 46 093 173 089 of Level 13 60 Edward Street, Brisbane QLD 4000 from the following specified provisions of the AML/CTF Act:

- (a) Items 6, 16, 31 and 48 in Table 1, subsection 6(2).

### **Conditions**

Pursuant to paragraph 248(2)(b) of the AML/CTF Act, the exemption is subject to the following conditions:

1. RemServ must inform the AUSTRAC CEO or delegate of any changes that may affect the exemption and/or conditions imposed by this written instrument within 14 days from when the change affecting the exemption occurs.
2. This exemption only applies in the following circumstances:
  - a. In the provision of salary packaging administration services of the type described in Appendix A as offered to employer clients and their employees by RemServ.

A handwritten signature in black ink, appearing to read 'Neil Jensen', written over a dotted line.

Neil J Jensen PSM, AUSTRAC CEO

16 July 2008

## **Appendix A – description of salary packaging administration services**

A salary packaging administration service is a service offered by a salary packaging administration provider to an employer client for an agreed fee whereby the salary packaging administration arrangement is administered by the salary packaging administration provider on behalf of the employer client.

On occasion, a bank guarantee may be issued and provided by an authorised deposit-taking institution (**ADI**) at the request of the salary packaging administration provider as security for the performance of its obligations under the contract with the employer client.

A salary packaging arrangement typically encompasses:

- providing factual information to an employer client and its employees about the types of fringe benefit items that can be salary packaged;
- assisting the employees of an employer client in establishing salary packaging arrangements;
- attending to all enquiries made by employees of an employer client relating to their salary package arrangements;
- establishing bank accounts with an ADI:
  - in the name of the salary packaging administration provider (as trustee for the employer client), with respect to which the ADI may issue and provide a cheque book to the employer client if so requested by the employer client; or
  - in the name of an employer client, with respect to which the salary packaging administration provider will be granted certain access rights to that account;
- paying fringe benefit items to third party benefit providers (or reimbursing an employee of an employer client for eligible fringe benefit expenses incurred):
  - in accordance with instructions received from the employer client and the applicable employee; and
  - from funds transferred to the salary packaging administration provider by the employer client (or made available to the salary packaging administration provider by the employer client),

but, where the funds transferred by the employer client are insufficient to make required payments or reimbursements (due to timing differences or errors), the salary packaging administration provider may from time to time utilise its own funds to rectify the timing difference or error;

- maintaining all paper/electronic records and correspondence in connection with the salary packaging administration service and the salary packaging arrangement entered into by each applicable employee of an employer client, including information required in order to comply with applicable legislation, including without limitation the *Fringe Benefit Tax Assessment Act 1986 (Cth)* and *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- reporting applicable input tax credits to an employer client;
- if requested by the employer client, implementing strategies to minimise the risk of fringe benefit tax shortfalls occurring and, where they do occur, undertaking recovery action from the applicable employee on behalf of an employer client;
- at the conclusion of a salary packaging arrangement, transferring the balance of any salary packaging deductions to an employer client;
- providing administration services in relation to motor vehicle leasing arrangements of employees (or their associates) of an employer client who have entered into a novated leasing arrangement with the employer client and a financier including, without limitation, arranging the procurement (or supply) of the desired vehicle, finance, insurance, roadside assistance programs, fuel (via a credit facility offered by the fuel provider to the salary packaging service provider, which in turn offers that credit to applicable employees to

facilitate the purchase of fuel and other eligible vehicle expenses) and repair and maintenance authorisation services;

- promoting a corporate credit card facility offered by an ADI to the salary packaging service provider that enables employees (and their nominees) of an employer client that is exempt of fringe benefits tax to facilitate the purchase of meal entertainment expenses (subject to merchant acceptance) and day to day living expenses (subject to merchant acceptance and cash withdrawal restrictions);
- promoting and administering a program that enables employees from an employer client to salary package:
  - expense fringe benefits (including, without limitation, a notebook computer, personal digital assistant and/or mobile phone) from a participating retailer and seek reimbursement (via a salary packaging arrangement administered by the salary packaging administration provider on behalf of the employer client) over a period of up to 6 months (which may involve the granting of a guarantee by the salary packaging administration provider in favour of the participating retailer); and
  - property fringe benefits (including, without limitation, light food and non-alcoholic beverages and child care services);
- administering the provision of benefit items by an employer client to its employees (including, without limitation, via the use of vouchers) and arranging third party suppliers to provide those benefits to the applicable employees;
- promoting and arranging the supply of entertainment card (and discount voucher) programs to an employer client; and
- referring employees of an employer client that wish to review, finance or re-finance their home loan arrangements to a third party mortgage broker.

**Important Notice to person named in this instrument**

1. Any request for a change to this instrument must be submitted to the AUSTRAC CEO or approved delegate within 14 days from when the change is sought.
2. Pursuant to subsection 248(3), the person granted the exemption must comply with the conditions set out in the instrument. Failure to comply with those conditions may result in the revocation of the exemption and action against the person may be commenced under subsection 248(3) of the AML/CTF Act.
3. It is an offence under sections 136, 137 and 138 of the AML/CTF Act to provide false and misleading information or false documents. If any of the information submitted by the applicant or its representatives is found to be false and misleading, the exemption may be revoked, and action may be initiated against the applicant.
4. The person granted the exemption may request the AUSTRAC CEO at any time to change the exemption.