

Uniting Church Western Australia Investment Fund



Uniting Church in Australia
Investment Fund WA

Identification Statement

- A. The charitable body is the Uniting Church in Australia Property Trust (W.A.) (ABN 66 428 151 531) (the "Property Trust") whose registered address is 85-89 Edward Street, Perth WA.
- B. The Property Trust is the body corporate of the Uniting Church in Australia, WA Synod, incorporated under the Uniting Church in Australia Act No 139 of 1976. The Property Trust holds property and other assets of the Uniting Church Western Australia and is the principal entity responsible for the religious, charitable, educational and welfare activities of the Uniting Church in Western Australia.

1. The Property Trust

The Property Trust operates a charitable investment fundraiser known as the Uniting Church Investment Fund (UCIF). The UCIF is the operating name for the Property Trust and is not separate from the Property Trust in any way. The Property Trust intends to apply for First Exemption under ASIC class order (CO 02/184) (as continued in force by section 8). In relation to an offer of a debenture.

The Property Trust meets the conditions of the first exemption in (CO 02/184). The provisions that apply are through the issue of debentures. The Property Trust conforms to requirements as outlined in the Identification Statement.

2. Charitable Purpose

The 'Property Trust' is the legal entity of the Uniting Church in Western Australia. The Uniting Church acknowledges that the faith and unity of the Holy Catholic and Apostolic Church are built upon the one Lord Jesus Christ. The Church preaches Christ the risen crucified One and confesses him as Lord to the glory of God the Father. In Jesus Christ, God was reconciling the world to himself. In love for the world, God gave his Son to take away the world's sins.

The Word of God on whom man's salvation depends is to be heard and known from Scripture appropriated in the worshipping and witnessing of the life of the Church. The Uniting Church lays upon her members the serious duty of reading the Scriptures and commits her ministers to preach from these and to administer the sacraments of Baptism and the Lord's Supper as effective signs of the Gospel set forth in the Scriptures.

The intended charitable purpose is to enlarge and extend the work of the Uniting Church in Western Australia.

The Property Trust offers plain vanilla investments for a set term of no less than 31 days at a set term of interest which meets the definition of a debenture. The issue of these debentures will be applied to support the Uniting Church's religious, charitable, educational and welfare activities in Western Australia.

The Property Trust will ensure that:

- (a) on or after 1 January 2017, it does not issue a short-term investment product to any person as a retail, non-associated client; and
- (b) on or after 1 January 2018, no person holds a short-term investment product:
 - (i) that is issued by the fundraiser; and
 - (ii) if it were issued to the holder on or after that date, it would be issued to the holder as a retail, non-associated client.

(Interest Rates as stated above are current as at 1 January 2017)

The Property Trust sets rates at its discretion and once granted rate is fixed for the term. The products offered are debentures and the Property Trust undertakes to repay the investor the principal and interest on maturity.

These monies are invested in a range of assets which produce income. Surpluses made by the 'Property Trust' being the difference between the investment returns received and the amount of interest paid to the Church Community are available for the Church to further its charitable purposes in the form of grants, as well as to make provisions and reserves to maintain the stability and effectiveness of its operations both in the short and the long term, and in particular to ensure its capacity to repay the Uniting Church community upon the agreed terms.

3. Description of products offered and key terms

Investments into the Property Trust are accepted from Uniting Church organisations and from individual members and supporters of the Uniting Church. Investments are accepted in two categories:

- The Uniting Church community lends money to the 'Property Trust' on agreed terms for fixed terms. The Uniting Church community receives interest in return for the lending of money plus the promise of the return of their funds at an agreed time. These debentures represent an obligation of the Property Trust to repay the investments as a debt of the Property Trust.
- Back-to-Back Finance, enabling people to invest money on debenture at low or no interest for the benefit of a designated division, agency, or parish within the Church for approved capital development, or accumulated and allowed to earn interest for the organisation. The investments are lodged based on a debenture and are not a managed investment scheme.
- An application form must be completed to open a new investment.
- No minimum investment or minimum balance conditions apply.
- The Board reserves the right to refuse any investment without assigning a reason.
- A Certificate of Investment is issued when an investment is established/lodged.
- An acknowledgement of investment is not a document of title, but its surrender may be requested on repayment of the investment.
- Investments are not transferable.

- Interest is calculated daily from the date of receipt of money by the Property Trust. Upon withdrawal, interest will be calculated on the day prior to the date of repayment.
- Interest rates on individual investments of \$100,000 and over from any one person will be quoted on the day of lodgement.
- Interest can be accumulated in the investment, paid by cheque, into the investor's nominated bank account with an Australian ADI, or paid as otherwise agreed by the Board. Third-party cheques will not be issued.
- A signed withdrawal form or letter of request is the only authority required for a withdrawal.
- Requests for withdrawal of investments in joint names must be signed by all parties unless the "to operate account" box on the application form is ticked. In that case, one party to a joint investment can make decisions affecting the investment, including withdrawals, without the authority of the other party to that joint investment, and the Property Trust and Board are entitled to treat any one investor in relation to that joint investment as acting on behalf of both investors in relation to that investment.
- The Board reserves the right to repay all, or any, investments together with accrued interest up to the date of repayment on giving 31 days' notice of its intention to do so, by letter forwarded to the last known address of the investor.
- In the event of the death of the investor, the Property Trust will pay the investment(s) with accrued interest to the personal representative, Executor, Administrator or surviving party(s) of a joint investment on completion of legal formalities to the satisfaction of the Board and maturity of the term in the case of a fixed term investment.
- At call investments will not be offered.
- Investors who select "interest fully waived" in the "Back-to-Back Finance" section of the application form will not be paid interest. Investors who select "interest partly waived", and nominate the percentage they wish to be paid, will be paid at the nominated rate, if it is lower than the rate they would otherwise be paid. For example, if interest is otherwise payable at 4.5%, an investor nominating 3% would be paid interest at 3%, but an investor nominating 5% would be paid interest at 4.5%.
- Waiving interest or nominating a reduced interest rate will benefit the Property Trust, and if a congregation or project is named in the "Back-to-Back Finance" section of the application form, the Property Trust will ensure that a particular congregation or project benefits.

4. Investors

The Charitable Investment Fundraiser is only available to the Uniting Church Community.

Included in this community are 'Property Trust' entities, affiliates and associates as defined within the Australian Prudential Regulation Authority (APRA) Banking Exemption No. 1 of 2016, and the Australian Securities & Investments Commission (ASIC) Regulatory Guide 87 and Class Order [02/184].

The Charitable Investment Fundraiser is only available to persons that are clergy, training to be clergy, employees, members or adherents of the Uniting Church and other bodies of the same religious denomination.

Adherents of the Uniting Church are members of the church who whilst not employees are therefore classified as retail, non-associated clients

Voluntary staff members will be treated as retail, non-associated, and no non-retail non-associated investments will be accepted.

Any entitlement of a person as a retail, non-associated client will be paid or repaid an amount in relation to a debenture only by:

- (a) A transfer to an account of the person with an Australian ADI; or
- (b) A cheque payable only to the person

C. Guarantees or promises made to investors in UCIF:

1. A copy of the Terms and Conditions Relating to Investments for general investments, including the Back-to-Back Finance, is attached as the Terms and Conditions contain guarantees or promises.
2. The current offer document for the Property Trust contains the following guarantees or promises in addition to those made in the Terms and Conditions:
 - i. The Board that manages the Property Trust takes great care to ensure investments comply with the ethical policies of the Uniting Church.
 - ii. The Property Trust is managed by an Advisory Board of professional people who are well-versed in financial matters - especially financial investment, economics and real estate.
 - iii. Information about an investor's investment is confidential and can only be accessed by properly authorised Property Trust staff.
 - iv. Investment holders pay no cheque or administration fees and no government charges. No minimum investment or minimum balance conditions apply.

Financial Year

All entities of the 'Property Trust' use the calendar year as their financial year (1 January to 31 December).

AFS Licence

The Uniting Church in Australia Property Trust (W.A.) does not hold an Australia Financial Services Licence.

It is not intended to seek an Australia Financial Services licence. The Property Trust does not intend to offer financial products to retail, non-associated clients after 31 December 2017.

Any charitable investment scheme offer document made on behalf of the 'Property Trust' will contain the following terms:

- (a) The Uniting Church in Australia Property Trust (W.A.) is not prudentially supervised by the Australian Prudential Regulation Authority. Therefore, an investor in the Fund will not receive the benefit of the financial claims scheme or the depositor protection provisions

in the Banking Act 1959. Investments in the Fund are intended to be a means for investors to support the charitable purposes of the Fund;

- (a) The identity of the charity;
- (b) The terms and conditions of the Offer (or a summary of those terms and conditions); and
- (c) There must be no reference in any promotional material or offer document that states or implies that ASIC has approved or examined the investment fundraiser, the financial products and any promotional material or offer document.
- (d) The Property Trust is not required to lodge audited financial statements with the ACNC
- (e) To comply with [CO 02/184], the Property Trust lodges audited financial statements with ASIC and makes those audited financial statements available on its website.

No other person other than the Property Trust will provide a guarantee as provided in the instrument

Registration with a Sponsor

This Identification Statement is not registered with a sponsor.

Terms and Conditions relating to Investments

1. All investors with the Uniting Church Investment Fund (UCIF), are paid to the Uniting Church in Australia Property Trust (W.A.) (the "Property Trust"), which is the body corporate incorporated by statute for the Western Australian Synod of the Uniting Church in Australia. The Synod appoints a Board to administer UCIF and investments made with UCIF.
2. UCIF is not subject to the normal requirement to have a Product Disclosure Statement and constitution under the Corporations Act 2001, and UCIF has not been examined or approved by the Australian Securities and Investments Commission (ASIC). UCIF is not prudentially supervised by the Australian Prudential Regulation Authority (APRA), nor is the Board, the Property Trust or the Synod. Investments with UCIF do not obtain the benefit of the investor protection provisions of the Banking Act 1959. The Property Trust will deliver audited financial accounts to ASIC each year.
3. UCIF is designed for investors who desire to promote the charitable purposes of the Uniting Church and for whom the considerations of profit are not of primary relevance.
4. Investments are not specifically secured but repayment of investments is due from the Uniting Church in Australia Property Trust (W.A.) which owns the assets of the WA Synod.
5. All profits derived from the activities of UCIF are used for the wider work of the Uniting Church.
6. An application form must be completed to open a new investment.
7. No minimum investment or minimum balance conditions apply.
8. The Board reserves the right to refuse any investment without assigning a reason.
9. A Certificate of Investment is issued when an investment is established/lodged.
10. An acknowledgement of investment is not a document of title, but its surrender may be requested on repayment of the investment.
11. Investments are not transferable.
12. Subject to clause 25, interest is calculated daily from the date of receipt of money by UCIF. Upon withdrawal, interest will be calculated on the day prior to the date of repayment.
13. Interest rates on individual investments of \$100,000 and over from any one person will be quoted on the day of lodgement.
14. Subject to clause 25, interest can be accumulated in the investment, paid by cheque, into the investor's nominated bank account, or paid as otherwise agreed by the Board. Third-party cheques will not be issued.
15. A signed withdrawal form or letter of request is the only authority required for a withdrawal.
16. Requests for withdrawal of investments in joint names must be signed by all parties unless the "either to operate account" box on the application form is ticked. In that case, one party to a joint investment can make decisions affecting the investment, including withdrawals, without the authority of the other party to that joint investment, and the Property Trust and Board are entitled to treat any one investor in relation to that joint investment as acting on behalf of both investors in relation to that investment.

17. The Board reserves the right to repay all, or any, investments together with accrued interest up to the date of repayment on giving one calendar month's notice of its intention to do so, by letter forwarded to the last known address of the investor.
18. In the event of the death of the investor, the Property Trust will pay the investment(s) with accrued interest to the personal representative, Executor, Administrator or surviving party(s) of a joint investment on completion of legal formalities to the satisfaction of the Board and maturity of the term in the case of a fixed term investment.

Terms and Conditions applying to Specific Categories of Investment

At Call Investments

19. At-call investments will not be offered.

Fixed Term Investments

20. The interest rate will be fixed for the term of the investment. Funds are not available until the due date. However, the Board may agree to early repayment provided it is not less than 31 days, in which case there may be an interest reduction. The Board is not obliged to agree to early repayment.
21. Subject to clause 25, interest will be paid on investments on maturity, and upon withdrawal in full, unless otherwise notified by the Board.
22. Before a fixed-term investment matures, a notice will be sent to the investor for further instructions regarding re-negotiation or withdrawal.
23. In the absence of instructions for repayment or renewal received prior to the maturity of a fixed-term investment, the investment will be reinvested for a similar fixed term on terms and conditions then applied.
24. If the investor provides instructions for repayment prior to the maturity of a fixed-term investment, the investment will be repaid by the business day after the maturity date, by:
 - (a) a transfer to an account of the person with an Australian ADI; or
 - (b) a cheque payable only to the person.

Back-To-Back Support

25. Investors who select "interest fully waived" in the "Back-to-Back support" section of the application form will not be paid interest. Investors who select "interest partly waived", and nominate the percentage they wish to be paid, will be paid at the nominated rate, if it is lower than the rate they would otherwise be paid. For example, if interest is otherwise payable at 4.5%, an investor nominating 3% would be paid interest at 3%, but an investor nominating 5% would be paid interest at 4.5%.

Waiving interest or nominating a reduced interest rate will benefit the Property Trust, and if a congregation or project is named in the "Back-to-Back support" section of the application form, the Property Trust will ensure that specific congregation or project benefits from your generosity (ask UCIF for more details).