# Lutheran Church of Australia

## LCA CAR LOAN APPLICATION

1. **Applicant details (please print)**

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| Title (Rev/Mr/Mrs /Ms/Miss /Dr)  (please circle one) | Surname | |
| Given Names | | Date of Birth |
| Address | | |
| Town/City | State | **Postcode** |
| **LCA Email Address** | | |
| **Contact phone – home** | | **Mobile** |
| **Position** | | **Full-time/Part-time** Please circle one |
| **Parish/Calling Body/Employer** | | **Pastor/Graduate/Lay Worker** Please circle one |

1. **Details of the proposed vehicle**

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| --- | --- | --- | --- |
| **Is the vehicle** | New?  Second Hand?  (refer to borrowing and grant limits) | |  |
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| **Details** | Make | Model | Year |

1. **Application for finance**

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| **Total cost of the vehicle** | **$** |
| **Less: Fleet Discount  Trade In** | **$** |
| **Net cost of vehicle** | **$** |
| **Less: Car Grant** (if eligible; see para 7 below) | **$** |
| **Contribution from other sources (please detail)** | **$** |
| **Amount of loan requested** (maximum amount to borrow is detailed in the pastors remuneration and Lay workers salary annual schedules) | **$** |
| **Confirm the amount of your car allowance paid by the Calling/Employing body**. Fortnight amount (from your payslip). | **$** |

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| **Balance of any current vehicle loans** |  | |
| **Name of dealer or vendor** Please note that payment will not be paid directly to the borrower. Please discuss with the LLL finance team if this is an issue for the borrower. | |  |
| **Name of bank**  **BSB**  **Account Number**  **Account name**  **Vendor reference** | |  |
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| **Amount to be transferred to dealer or vendor** | |  |
| **Please advise date funds are required by the vendor** Please note that funds may take 24 – 48 hours to clear once all documentation has been completed. | |  |

**5. Borrower’s Declaration and Acceptance**

**4. Payment details**

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| I declare that the loan provided to me by the LCA is to be applied wholly or predominantly for carrying out Church duties.  If my application for this loan is approved, I agree to abide by the terms and conditions relating to car loans as determined by the Church from time to time, including arranging comprehensive insurance cover for the value of the vehicle. I also agree to instruct my calling/employing body to deduct from my regular salary, amounts equal to not less than the minimum monthly repayments as determined by the Church from time to time, until the loan is repaid in full.  I declare that I am not an undischarged bankrupt.  Note: Graduates whose car loan application is approved will have funds made available one week prior to ordination.  This form should be sent to the relevant District Office, LCA staff, ALC staff and graduates should sent their form to the LCA Business Manager. | Signature:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**6. LCA Approval**

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| On behalf of the  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (General Church Council/District Church Council (“The Church”))  (please delete that which does not apply)  We hereby approve this application and guarantee repaymentof the loan | Amount of Loan: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature on behalf of the Church:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**7. Application for a Car Grant**

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| I agree to be bound by the conditions under which car grants are provided:   * Should I cease to be a church worker within a period of five years from commencement of full time service, I shall repay the Church in proportion to the term not served. * One half only of a maximum grant is payable initially when a second-hand car is purchased, the other half being available upon changing to a replacement car. | Amount of Grant (as above)  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*  Signature   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**8. Authorisation of Payment**

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| On behalf of the   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (The Church)  \*We hereby approve this application for a Car Grant within the provisions and rules of the LCA Car Grant Fund.  **This is for graduate or new to LCA pastors only** | Amount of Grant (as above)  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*  Signature   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**9. Repayment Authority for Car Loans**

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| I  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (The borrower)  Hereby approve repayment of funds from as a deduction from my salary payment.  Please forward a copy of the form to LCA HRS .or your Treasurer to ensure repayments are initiated.  The repayment amount equates to 5/7 of the LCA Car Allowance.  Current amounts: Monthly $405.00  Fortnightly $186.92 | Amount of Repayment\*  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**10. LCA Car Loan rules**

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| **1. Purpose**  1.1 Loans are provided to assist with the purchase of a vehicle to be used principally in carrying out Church duties.  1.2 Loans shall be no greater than the levels as decided by the General Church Council.  1.3 Loans for second hand vehicles are permitted but must not exceed two-thirds of the vehicle purchase price.  **2. Eligibility**  Those eligible for loans must be:  2.1 Pastors: in the service of the Church and in receipt of salary and car allowance at the Church rates published by the Church. Special conditions apply for pastors working part-time  2.2 Lay Workers: in the service of the Church on not less than a ¾ time basis, in receipt of salary at the Church rate, and have a guaranteed term of employment within the Church of at least three years.  **3. Applications**  All applications for loans are to be forwarded to the relevant District Office for endorsement by the applicant's District Church Council. The District will forward endorsed applications to the Loan Management Committee. Graduate pastors submit their applications to the National Office.  **4. Conditions**  **4.1 Loan Repayments**  4.1.1 Pastors are required to repay loans by equal monthly instalments amounting to 5/7ths of the annual basic car allowance as published by the Church each year.  4.1.2 Lay workers are required to repay loans by equal monthly instalments over a term of 3 years.  4.1.3 To facilitate these repayments, borrowers must ensure the deduction of instalments from salary payments. The person paying the salary is to remit them to the LLL each month by cheque or electronically, or may establish an LLL direct debit authority on the calling/employing body’s bank account.  4.1.4 In the event of the borrower resigning from the service of the Church, or entering into retirement, the balance plus interest outstanding on the loan at that time shall be repaid in full unless arrangements have otherwise been made and agreed to in writing by the District/General Church Council.  4.1.5 In the event of the borrower being placed on Church authorised leave of absence, or being removed from the roll of pastors, the loan is to be repaid in full within three (3) months from the date of leave of absence commencing, or the date of removal from the roll of pastors, unless the College of Bishops deems otherwise due to pastoral or health concerns.  4.1.6 In circumstances where leave is granted for non-ordained service in the Church the General Church Council may provide an exemption from this provision.  4.1.7 In the event of the borrower failing to repay the loan in accordance with the terms and conditions agreed to, the Church may place the matter in the hands of a court of law and/or of a debt collection or other agency for recovery, and all costs incurred by such actions shall be added to the borrower’s outstanding loan liability. The amounts recovered shall be applied firstly towards interest and charges and then towards repayment of the principal.  **4.2 Interest**  4.2.1 The interest on the loan will be applied at the rate determined by the Church from time to time, calculated on the daily balance and added to the account on June 30th and December 31st.  4.2.2 An additional interest charge as determined by the Church from time to time may be applied when repayments are not being met in accord with this agreement.  **4.3 Loan Security**  Borrowers shall undertake to keep vehicles in good repair and insured under a comprehensive motor policy for an amount not less than the market value of the vehicle from time to time.  **5. Management of loans**  5.1 The management of repayment of the loan shall be the responsibility of the Church Council of the District in which the borrower resides.  5.2 If circumstances prevent a borrower from making repayments as and when due, the borrower shall negotiate alternate arrangements with the respective District/General Church Administrator immediately.  5.3 If new arrangements are agreed to by the District/General Church Council the LCA Loan Management Committee shall be informed of such agreement.  **6. Loans in Arrears or in Default**  When a car loan falls into arrears or is in default, a District or the LCA shall follow the procedures as laid down by, and available from, the Loan Management Committee.  **7**. **Loan Guarantee**  7.1 Where a borrower defaults on a loan the responsibility for ensuring payment of the debt rests with the District in which the default occurs. This reflects the principle that each District is responsible for maintaining oversight of its borrowers and the expectation that when a borrower moves from one jurisdiction to another, his/her loan payments will be up to date as per the loan agreement before the shift is completed. In the case of a graduate pastor, the responsibility rests with the District in which the pastor is serving at the time of the default.  7.2 If a borrower is in arrears and relocates from one District to another the responsibility for ensuring repayment of the debt remains with the District in which the borrower first defaulted.  7.3 Where no repayment has been made on a loan for a period of twelve (12) months the loan shall be deemed to be in default and the full amount owing is to be paid by the District (or LCA National Office for national staff). If the money owed is subsequently recovered from the borrower the District or LCA National Office is to be reimbursed.  Adopted by the General Church Council July 2009. |

**11. Privacy Statement**

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| The LCA Privacy Policy covers the church’s obligations and operating rules in relation to all privacy matters. The following is the information that the Privacy Act requires us to bring to the attention of borrowers.  **Your Personal Information**  If you choose not to provide personal information, we may not be able to provide you with a loan facility.  Personal information gathered may include your name, date of birth, phone/mobile numbers, addresses (current and previous), bank account details and email address.  Personal information is gathered in many ways including but not limited to:   * Directly from you e.g. when you complete a Loan Application Form and when you complete the LCA HRS details form; * From the public domain; * From third parties such as related Church organisations, your own representatives (lawyers, accountants etc and reporting agencies)   This information may then be used by us to establish, administer and manage a loan account including billing and collecting debts.  For the purposes as set out above, we may disclose your personal information to organisations outside of the Church including:   * Your own representatives (lawyers, accountants etc) on your request; * Credit reporting and fraud checking agents; * Other credit providers for credit related purposes such as checking credit worthiness, credit rating and financing; * Our own professional advisors such as lawyers, debt collection services, auditors and accountants; * Related Church organisations, including the Church Council of the District of your residency; * Government or other authorities as required or authorised by law.   **Right to Access**  You have a right to access your personal information, subject to some exceptions allowed by law. For security reasons we ask that such requests be made in writing.  While the Church takes all reasonable steps to ensure that the personal information we collect, use and disclose is accurate, complete and up to date, the accuracy of that information depends to a large extent on the information you provide. We recommend that you advise us if you are aware of any errors in your personal information and keep us up to date with any changes.  **Data Security**  The Church guarantees the storage and use of personal information will be undertaken in a secure manner which protects personal privacy. |