



## **Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Custom Leasing Pty Ltd & Custom Fleet Pty Ltd) Instrument 2025 (No. 14)**

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I, Daniel Mossop, National Manager, Policy Rules and Guidance Branch, Australian Transaction Reports and Analysis Centre, make the following instrument as a delegate of the AUSTRAC CEO.

Dated 7 July 2025

Daniel Mossop  
National Manager, Policy Rules and Guidance Branch  
Australian Transaction Reports and Analysis Centre

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# Contents

1	Name .....	1
2	Commencement.....	1
3	Cessation .....	1
4	Authority .....	1
5	Definitions.....	1
6	Application.....	2
7	Exempt provisions.....	2
8	Conditions .....	3

## 1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption— Custom Leasing Pty Ltd & Custom Fleet Pty Ltd) Instrument 2025 (No. 14)*.

## 2 Commencement

This instrument commences on the day after it is signed.

## 3 Cessation

This instrument ceases to have effect three years after the day it is signed.

## 4 Authority

This instrument is:

- (1) made under paragraph 248(1)(a) of the Act; and
- (2) subject to the conditions in section 8 of this instrument, as authorised under paragraph 248(2)(b) of the Act.

## 5 Definitions

Note: A number of expressions used in this instrument are defined in section 5 of the Act, including the following:

- (a) anti-money laundering and counter-terrorism financing program
- (b) designated service
- (c) loan
- (d) AUSTRAC CEO.

In this instrument:

**Act** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

**Custom Fleet Entities** means:

- (a) Custom Service Leasing Pty Ltd ACN 073 245 084; and
- (b) Custom Fleet Pty Ltd ACN 005 093 701.

**customer** means:

- (a) a current or former recipient of operating lease services or finance lease services by a Custom Fleet Entity; and
- (b) a recipient of fleet management services by a Custom Fleet Entity.

**finance lease services** means the services offered by a Custom Fleet Entity to supply a vehicle fleet to a customer under a finance lease, constituting providing a designated service in accordance with items 10 and 11 of table 1 in subsection 6(2) of the Act.

**fleet management agreement** means an agreement between a Custom Fleet Entity and a customer, under which the Custom Fleet Entity:

- (a) arranges for, and funds the upfront payment of, certain fleet management services provided in respect of a vehicle fleet; and
- (b) is subsequently repaid by the customer in accordance with specified payment terms (amounting to a deferred repayment of the relevant fleet management service by instalments).

***fleet management services*** means any of the following services offered by a Custom Fleet Entity, which may be the subject of a fleet management agreement:

- (a) vehicle acquisition services;
- (b) other ancillary services relating to the maintenance, operation and administration of a vehicle fleet, including:
  - i. registration management;
  - ii. service and maintenance management;
  - iii. fuel and EV charging management;
  - iv. insurance management;
  - v. third party vehicle solutions management;
  - vi. toll and infringement management;
  - vii. accident and roadside management;
  - viii. tyre management;
  - ix. relief vehicle management;
  - x. vehicle disposal and remarketing;
  - xi. third party lease payment;
  - xii. EV charger installation;
  - xiii. EV charger maintenance.

***operating lease services*** means the services offered by a Custom Fleet Entity to supply a vehicle fleet to a customer under an operating lease.

***vehicle acquisition services*** means the acquisition of vehicles by a Custom Fleet Entity, to a customer who is or has been a recipient of operating lease services or finance lease services.

## 6 Application

This instrument applies to Custom Fleet Entities in relation to the provision of designated services covered by items 6 and 7 of table 1 in subsection 6(2) of the Act. This instrument only applies in relation to the provision of fleet management services by a Custom Fleet Entity under a fleet management arrangement.

## 7 Exempt provisions

The Custom Fleet Entities are exempt from the following provisions of the Act:

- (1) Divisions 2 to 7 of Part 2 (other than section 39);
- (2) Divisions 2 to 6 of Part 3 (other than sections 42 and 44);
- (3) Parts 5 and 7; and
- (4) Part 10 (other than section 118).

## **8 Conditions**

This instrument is subject to the following conditions:

- (1) For the purposes of the designated services covered by this instrument in connection with vehicle acquisition services, the Custom Fleet Entities must perform customer identification and verification requirements on the customer (including in respect to their beneficial owner(s), where applicable) in accordance with the anti-money laundering and counter-terrorism financing program that the Custom Fleet Entities are required to adopt and maintain under the Act with respect to the provision of designated services not covered by this instrument, before commencing to provide any vehicle acquisition services.
- (2) The Custom Fleet Entities must, in writing, notify the AUSTRAC CEO within 14 days of any event that may affect their compliance with this instrument.

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

1. Under subsection 248(3) of the Act, a person granted an exemption subject to one or more conditions must comply with the conditions specified in the instrument. Failure to comply with subsection 248(3) is a civil penalty provision and may result in any or all of the following:
  - the exemption ceasing to apply to the person during any period in which the person does not comply with the relevant condition/s;
  - the exemption being revoked;
  - the AUSTRAC CEO applying to the Federal Court of Australia for a civil penalty order requiring the person to pay a pecuniary penalty in respect of the breach.
2. This exemption is specific to, or is based on an assessment of the:
  - information or documents provided by, or on behalf of, the person to AUSTRAC in support of the application made under subsection 248(1) of the Act; and
  - facts and circumstances relevant to the application, including the nature and type of business activities the person undertakes at the time of the application.
3. Under sections 136 and 137 of the Act, it is an offence to provide false or misleading information or documents to the AUSTRAC CEO. If any of the information submitted by the applicant or its representatives is found to be false or misleading, the exemption may be revoked and action initiated against the applicant.
4. The person granted the exemption may request the AUSTRAC CEO to revoke or vary the exemption at any time.
5. Any request to vary or extend this exemption must be submitted to the AUSTRAC CEO or an approved delegate no later than 90 days before the date the change is requested to commence.