

Terms and Conditions

1 June 2024

All of our Fixed Term Advice and Services Agreements (Agreement) are subject to the following terms and conditions.

Professional standards

We are committed to meeting the highest professional standards. We hold our own Australian Financial Services Licence and all of our financial advisers are registered with the Australian Securities & Investment Commission (ASIC). We meet the standards of the Financial Advice Association Australia (FAAA) and the Financial Adviser Standards & Ethics Authority (FASEA).

These standards require us to act honestly and with integrity at all times, provide financial advice which is in your best interests and to prioritise your interests ahead of ours. We act for our clients and largely operate as a fee for service practice. Our income comes from the fees paid by our clients for our advice services. The exception is on personal risk insurance products where we receive commissions. We do not receive payments for the referrals that we provide to external businesses. This provides you with the confidence that we will act in your interests.

Annual Engagement

We provide services on an annual engagement basis.

At the commencement of each annual period, we will document the services that we will provide to you over the coming year, the fees you will pay and any other remuneration we may receive from third parties.

We prefer a trusted, enduring and collaborative relationship with our clients. It is always your choice whether you re-engage us at the end of each 12-month period.

Your instructions

We will only act under your instruction where we have an Agreement in place. You may provide instructions to us over the phone, via email and in writing. In some cases, we may require you to put your instruction in an email or in writing.

If the Agreement is with more than one party, you confirm that we may act on instruction from either of you in relation to any jointly held account and for the services we provide to you. Any instruction you provide to us will be binding on the other person.

You permit us to share information on all matters with your spouse/partner or any duly appointed person.

No advice transaction instructions (execution only services)

If during the period of an Agreement you require us to action investment purchases or sales as an execution only arrangement, without us providing advice, then you agree to be bound by the following conditions:

- You agree that you will be bound by any instructions provided by you, or which we reasonably believe to have been provided by you.
- You acknowledge that you are responsible for any liability arising from your instructions.
- You can direct us to invest, vary, transfer or convert the whole, or any part of your investment portfolio. All investment activity is subject to your approval.

You agree to provide us with all information requested in a clear, accurate and timely manner. Failure to do so may contribute to delays in actioning your request.

Limitation on liability

We do not guarantee the performance of any investment. All investments carry a degree of risk (apart from cash) and can lose significant value in a short period of time.

Our advice will be based on the laws relating to tax and superannuation at the time of the advice. Laws can, and do change often, and consideration of these changes is a benefit of continuing to engage our services.

Confidentiality

We recognise the importance of protecting the confidentiality of your personal information. We comply with the Australian Privacy Act at all times. We also require our service providers which hold your personal information to comply with the Australian Privacy Act at all times.

Our Privacy Policy sets out how we collect, hold, use and disclose your personal information. It is available on our website or you can request it from us at any time.

If you engage our services, you consent to us:

- Collecting, using, and disclosing your tax file number (TFN) to third parties where it is required to provide our services to you.
- Sharing your information with external businesses that support us in providing services to you. This includes the Xplan financial planning software that we use and service providers that we engage to provide administration support.
- Storing your information on external servers and data storage facilities, some of which may be based outside Australia. This includes the use of Microsoft 365.
- Disclosing your information where required by Australian law or regulations.

We are legally required to retain all documents and supporting working papers for seven years after we cease to provide services to you.

Fees

Fees are set out in the Fee Schedule of your Fixed Term Advice and Services Agreement and are payable by you in accordance with the contained Fee Schedule.

Upon termination of a Fixed Term Agreement, you are liable to pay us any outstanding fees for the advice or services we have provided.

Refunds

Where an Agreement is terminated during the Term of Agreement and a new Agreement has not been entered into, any prepaid fees will be proportionately refunded, from the determined date of termination until the end of the Term of Agreement.

We may provide a refund of some or all of the fees paid if any of the services promised are not delivered during the term of the Agreement.

- We will refund any prepaid advice fees where you have responded to the review meeting invitation or have requested a review meeting and made yourself available for that meeting and we have not delivered the meeting.
- We will not give a refund where you have not responded to our review meeting invitations, don't make yourself available for your meeting after you have accepted the meeting request or advise that you don't want or need the meeting to take place.

Ceasing an Agreement

The Agreement terminates on the earlier of:

- 12 months from the Commencement Date if you have not already entered into a new Agreement. In the event you haven't entered into a new Agreement, we will write to you confirming that the Agreement has ceased;
- if you advise us that you would like to terminate by sending us an email or letter, in which case the Agreement will terminate on the date we receive your request;
- if we give you a minimum of 30 days' notice of the intention to terminate the Agreement in which case it will terminate on the date specified in that notice;
- by entering into a new Fixed Term Advice and Services Agreement that is specified to terminate this Agreement; or
- upon your death, or if this Agreement is with more than one party, the death of any of those parties.

We can choose to immediately terminate an Agreement if you fail to make any fee payments which are required. If this is the case, we will write to you confirming that the Agreement has terminated and informing you of any outstanding fees.

Complaint resolution

We endeavour to provide you with the best advice and service at all times. If you are not satisfied with our services, then we encourage you to contact us. You can call us or put your complaint in writing to our office.

If you are not satisfied with our response, you can refer it to the Australian Financial Complaints Authority. You can contact AFCA on 1800 931 678 or via their website www.afca.org.au. This service is provided to you free of charge.

We hold professional indemnity insurance for the financial advice services that we provide.
