

All of our client engagements are subject to the following terms and conditions.

### **Client 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 and retaining your tax file number on our files so that we can assist you to complete account opening forms and other forms where your TFN may be required. You are always able to request that we no longer hold your TFN. For security purposes, we will also remove your TFN from our files if we no longer need to hold it.
- Sharing your information with external businesses that support us in providing services to you. This includes the *AdviserLogic* and *Qwilr* financial planning software and that we use.
- 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.

### **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, then 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](http://www.afca.org.au). AFCA provides a fair and independent complaint resolution service which is provided to you free of charge.
- We hold professional indemnity insurance for the financial advice services that we provide.

### **Our Advice**

- We do not guarantee the performance of any investment. You should understand that all investments apart from cash 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. You should understand that laws can and do change often and consideration of these changes is a benefit of continuing to engage our services.

### **Working with Other Professionals**

- You may require a lawyer to assist you with estate planning or an accountant to assist you with more complex tax planning.
- We will work with the other professionals that you have engaged, or we can refer you to professionals that we trust.
- We will always be clear about who is responsible for the advice to you. We will always seek your consent before sharing information with other professionals.

### **Your Instructions**

- We will only act under your instruction. We will not act with discretion on any matter.

- You may instruct 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 you are a member of a couple: 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; we may share information on all matters with your spouse; we may share information on relevant matters with any other duly appointed person (such as your accountant) provided that you have authorised us to do so.
- We will require both of you to sign initial and annual engagement documents.

#### **Your Responsibilities**

- Our advice will be tailored to your financial situation. We rely on you to provide us with complete and accurate information. Please ensure you promptly inform us of any significant changes in your financial situation.
- We will provide you with disclosure documents which explain our advice and the financial products which we recommend. It is your responsibility to read and understand these documents. If you have any concerns or questions, you can always ask us.

#### **Ceasing Your Engagement**

- We provide services on an annual engagement basis. At the end of each service period, our engagement with you will automatically cease.
- You also have the option of ceasing your annual engagement with us at any time. If you cancel during the 12-month period, then we will refund the unused portion of your fee. For example, if you cancel 6 months into the 12-month period, we will rebate 50% of the total Annual Financial Advice Fee that you paid to us.