



Terms and Conditions

vOct2022

These Terms and Conditions relate to Your (any) Client Service Agreement and to the interaction between You (the Client) and Us (the service provider).

Financial Advisor Details

Your Advisor is an Authorised Representative of either:

WSP Pty Ltd (ABN 50 197 426 140) t/as Wealth & Security Planners and Streamline Financial Planning, Corporate Authorised Representative Number 276684; or

Advice4me Financial Services Pty (ABN 64 614 49 088), trading as Advic4me, Corporate Authorised Representative Number 1268215.

The above Corporate Authorised Representatives were appointed by Australian Financial Directions Pty Ltd (ABN 14 135 004 947, AFSL Number 344971) to provide you with financial service(s).

Financial Advisor:	Michael O'Hara , Authorised Representative Number 241386 John Claessen , Authorised Representative Number 241385 Simon Tomkinson , Authorised Representative Number 241387 Kerry Franklin , Authorised Representative Number 241383		
Street Address:	Level 1, 197 Adelaide Terrace, East Perth WA 6004		
Postal Address:	PO Box 6222, East Perth WA 6892		
Email:	planners@wsp.com.au planners@a4m.com.au	Telephone:	08 6556 2900 Advice4Me; 08 6556 2900
Website:	www.wsp.com.au / www.a4m.com.au		

Licensee Details

Name:	Australian Financial Directions Pty Ltd		
AFSL:	344971	ABN:	14 135 004 947
Street Address:	Level 1, 197 Adelaide Terrace, East Perth WA 6004		
Postal Address:	PO Box 6222, East Perth WA 6892		
Email:	afd@ausfindir.com.au	Telephone:	(08) 6556 2992

Terms and Conditions

The term “Agreement” is a reference to your Client Service Agreement and until your Client Service Agreement is executed, “Agreement” refers to any and all interaction between You (the Client) and Us (the service provider).

1. Who is the Agreement between?

Agreement is between:

WSP Pty Ltd (ABN 50 197 426 140) t/as Wealth & Security Planners and Streamline Financial Planning, Corporate Authorised Representative Number 276684; or

Advice4me Financial Services Pty (ABN 64 614 49 088), trading as Advic4me, Corporate Authorised Representative Number 1268215.

The above Corporate Authorised Representatives were appointed by Australian Financial Directions Pty Ltd (ABN 14 135 004 947, AFSL Number 344971) to provide you with financial service(s).

The people named in *Information about You* (You or Your).

2. What is the purpose of Agreement?

You appoint Us to provide You with financial services (the Services), and We accept the appointment, as set out in Your Agreement.

3. Our Services

We will provide the Services to You based on Your instructions to Us and Your consent.

- 3.1. At the time of entering an Agreement, the Services are listed in *Services that We provide to You*. The Services may vary from time to time.
- 3.2. Details of the records, personal and confidential information that We create and use to provide You with, and record, the Services are set out in *Records to be made of Services Provided to You*.

4. Our right to use agents

We may use any agent, broker, custodian, external service provider or other person who We think is necessary or helpful to discharge Our responsibilities (Our Agents). We may delegate any of the powers and authorities under an Agreement to Our Agents. Providing information to others

You allow Us to give the Information Recipients information about You which the Information Recipients request, until You tell Us otherwise in writing.

In Your Agreement, Information Recipients means:

- 4.1. The people in *Your information recipients* (or as amended); and

- 4.2. Our related entities and people referred to in Clause 4.

5. People who may give instructions for You

- 5.1. You may authorise (in writing) people (Authorised People), to provide information and to give instructions under an Agreement for You, and We may rely upon any notice or instruction given by a person We reasonably believe to be one of Your Authorised People.
- 5.2. If You are more than one person, You all are jointly and severally bound by Your Agreement and We can act on the instructions of any one of You without the need to check Your authority until We are otherwise directed in writing by all of You.

6. Your acknowledgments and obligations

To the extent allowed by law, You agree that:

- 6.1. We will not be liable for any losses, damages, costs or expenses, of whatever description, caused by events or circumstances We cannot reasonably control;
- 6.2. We have provided You with a copy of Our Financial Services Guide (FSG) and You have read the FSG and been given the opportunity to ask Us any questions;
- 6.3. A copy of Our Licensee’s (AFD) Privacy Policy is available on Our website or on request. You consent to the collection, use and disclosure of Your personal and sensitive information by Us;
- 6.4. You have obtained Your own independent legal advice (or have been given the opportunity to do so but elected not to do so) before entering into Agreement;
- 6.5. The entities referred to in *Information about You* may be bound by the people who execute Your Agreement;
- 6.6. We will make reasonable efforts to identify You, and We may act in accordance with instructions We reasonably believe are from You;
- 6.7. We may rely upon an electronic signature from You or Your Authorised People; and
- 6.8. If You send an email to Us, You should not assume that We have received Your email until You have received a substantive email response from Us confirming Your instructions.

7. Conflicts

- 7.1. Commercial conflicts

You acknowledge and consent that We or Our Associates may:

- 7.1.1. Receive remuneration or other benefits from people other than You in relation to the Services (that remuneration or benefit will be described and disclosed to You in Our FSG, and other disclosure and advice documents);
- 7.1.2. Match Your transactions with those of another client of Ours or Ourselves; and
- 7.1.3. Recommend the acquisition or disposal of financial products owned, issued or managed by companies and entities that are Associates of Our firm, including related bodies corporate.

In any Agreement Associate has the meaning given to it in section 318 of the Income Tax Assessment Act 1936, as amended from time to time.

7.2. Other Client conflicts

We may cease acting for You or for any of You if We determine in Our absolute discretion that there is a conflict of interest between any of You. If so, each of You consents that We may continue acting for any of You.

8. Fees, remuneration and benefits

8.1. Fees, remuneration and benefits

You consent to paying Us the fees in ***Fees payable by You***, and to Us obtaining the remuneration and benefits from Third Parties set out in ***Remuneration and benefits that We may obtain from Third Parties***

8.2. Changes to fees, remuneration and benefits

- 8.2.1. Our fees (and remuneration and benefits from third parties) may change from time to time. However, We will not increase Our fees without providing You with at least 14 days' written notice; and
- 8.2.2. If You do not pay Our accounts within 14 days of the date of the account, We shall not be obliged to continue to act notwithstanding We may have acted or may continue to act for a period of time following Us rendering accounts. This means that Your financial affairs may not be attended to. We may charge interest at 6% per annum from the date the fees became payable. If We engage another person to collect those fees, you will be liable for all of Our costs incurred by Your failure to pay Our fees.

9. You Agree

You agree:

- 9.1. To comply with the terms of Agreement;

- 9.2. To ratify any lawful actions taken by Us under or in connection with Agreement;

- 9.3. To provide Us, promptly, with all documents, information and instructions which We require to provide You with the Services, or to meet Our legal obligations;

- 9.4. We may rely on the accuracy and completeness of all documents and information which You, or Your Authorised People, provide to Us without the need to independently verify the documents or information;

- 9.5. To inform Us immediately of any changes to Your personal circumstances, objectives or needs so We can review and consider the Services We provide to You;

- 9.6. To tell Us immediately in writing if You are unsure of, have any queries relating to, or concerns about the Services, the content of any Statement of Advice or Record of Advice, any communications from Us, Your financial product portfolio or any particular financial product which You have acquired;

- 9.7. To inform Us immediately in writing if Your address or contact details change; and

- 9.8. To pay Us the fees described in Clause 9.

10. Termination

10.1. Renewal of the ongoing fee arrangement

If We are required to do so by law, We will send You a written notice as prescribed under the Corporations Act 2001 asking You whether You wish to renew Your Agreement, including any ongoing fee, remuneration and benefits described in Your Agreement (Renewed Consent). If You receive a Renewed Consent, You should follow the instructions in that Renewed Consent.

10.2. When will an Agreement to provide service terminate?

Any Agreement may terminate in one of the following ways:

- 10.2.1. Either party may terminate the Agreement at any time by providing the other party with written notice; or

- 10.2.2. If You receive a Renewed Consent and if You fail to notify Us of Your intention to renew during the period specified in the Renewed Consent (Renewal Period), an Agreement will automatically terminate at the end of the Renewal Period; or

- 10.2.3. at the conclusion of any Fixed Term Agreement

Upon termination of this Agreement:

10.2.4. You must pay Us all amounts accrued to Us under this Agreement up to termination; and

10.2.5. We will stop providing You with Services.

10.2.6. Clauses 6.1, 11.1, 11.4, 11.5 and 11.6 survive termination of any Agreement.

10.2.7. The termination of an Agreement does not affect any:

10.2.7.1. Transaction which We have entered into before termination; or

10.2.7.2. Claim by Us for accrued fees and expenses in respect of the period before termination.

11. Miscellaneous

11.1. No guarantees – risks associated with financial markets

You acknowledge that neither We, nor any of Our Associates, represent that Your financial products will reach or maintain any particular value, or achieve any particular rate of return. You agree that You know that financial markets fluctuate, are unpredictable and are subject to a range of risks and you may experience actual capital losses.

Market volatility may cause sharp fluctuations in the value of financial products.

11.2. Schedules

Any schedule to Your Agreement is a part of Your Agreement.

11.3. Variation

You can amend **Information about You or Your information recipients** by giving Us at least 10 days' written notice. We can amend any term of Your Agreement by giving You at least 10 days' written notice.

11.4. Governing law

Any Agreement is to be governed by the laws which apply in the State of Western Australia and each party submits to non-exclusive jurisdiction of the courts of that State.

11.5. Severance

Any provision of Your Agreement which is void, prohibited or unenforceable is ineffective to the extent only that the provision is void, prohibited or unenforceable.

11.6. Joint and Several Liability

Where there are two or more of You who accept Our offer:

11.6.1. The obligations and liabilities in the Agreement imposed on You bind You all jointly and severally; and

11.6.2. The conduct of any of You binds all of You.

11.7. Tax Advice

We will not provide You with tax advice under an Agreement, other than "tax (financial) advice services" within the meaning of section 90-15 of the Tax Agent Services Act 2009. In other words, Our advice in this context will be limited to advice of a kind ordinarily given by financial services licensees, or their representatives, while providing financial services, and relates to ascertaining or advising about obligations under a taxation law. You should obtain taxation advice from a suitably qualified professional.

11.8. Death or Incapacity

To the extent allowable at law, We will continue to provide the Services and charge fees to You and to Your estate until Your Agreement is terminated in accordance with its terms.

End