
Engagement – Terms & Conditions

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

1. Professional Standards

The best financial advice provides you with knowledge, confidence and results. It is professional trusted support.

We are committed to meeting the highest professional standards. We hold our own Australian Financial Services licence and meet the professional standards of the Financial Advice Association Australia (FAAA). We comply with the Financial Planners and Advisers Code of Ethics 2019.

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 are privately owned with no ownership or licensing ties to product providers. We act for our clients and operate as a fee for service practice. Our income comes from the fees paid by our clients for our advice services. 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.

2. Annual Engagement

We are a boutique advice practice that works with about 250 private clients and their family groups. We prefer to have a close and lasting relationship with our clients.

We provide services on an annual engagement basis. This means we engage with our clients to provide services over 12-month periods. At the commencement of each 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.

It is always your choice whether you re-engage us at the end of each 12-month period. We will only commence a new annual engagement where you have notified us of your decision in writing.

3. 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 (TFN) 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 Product Rex financial planning software that we use as well as service providers that we engage in Australia to provide administration, paraplanning and advice document compliance vetting.
- 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.

Abbotts Wealth Management Pty Ltd ABN 71 105 243 730
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Directors:
Bradley Abbotts - FCA David Drake - FCA
Christopher Higham - FCA Andre Parker - CFP
Briony Knott - CFP

4. 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 via telephone on 1800 931 678 or via their website 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.

5. 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.

6. 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.

7. 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.
- You have advised us in writing 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. We will however require both of you to sign Initial and Annual Engagement Agreements.
- You have advised us in writing that we may share information on all matters with your spouse/partner or any duly appointed person.

8. 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 contact us.

9. 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.

10. Assignment

- We may assign our agreement with you to a third party were we to sell our practice. This will include transfer of all client files including your confidential information. In this situation, we would provide you with one months' notice, and you would always have the right to opt-out of the arrangement with the new provider as per this agreement.