

# Terms & Conditions of Engagement

**Capital  
Partners**

PRIVATE WEALTH  
ADVISERS

*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 (AFSL) and all of our financial advisers are registered with the Australian Securities & Investment Commissions (ASIC). We meet the standards of the Financial Planning Association (FPA) and the Financial 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.

## **2. Annual Engagement**

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. Documenting our Advice**

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.

We prepare our advice on the basis that we have a reasonably detailed understanding of your position and priorities. Where our assumptions are incorrect or your situation changes, please let us know immediately so we can ensure our advice continues to be appropriate. Where the scope or complexity of the work we are undertaking on your behalf increases due to unforeseen issues, we reserve the right to alter our fees. We will consult with you before any additional charges are incurred.

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

## **4. Engagement of External Advisers**

From time to time we may engage external advisers to assist you in the area of tax, debt and banking, estate planning, general insurance and other areas as the need arises.

We will not engage external advisers on your behalf without your consent, and we will seek a fee estimate from them prior to the commencement of their work. Fees for the engagement of external advisers will be billed to you directly and the external advisers will be responsible for the advice given.

We do not receive any form of payment from our external team of experts; rather our focus is on identifying the most appropriate professional to undertake the work.

## **5. 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.

If you engage our services, you authorise us to hold your Tax File Number or Australian Business Number and any other personal information we consider necessary to provide advice.

We will not use your confidential information for our benefit or to your disadvantage. For further assurance of your confidentiality, please refer to our Privacy Policy.

## **6. Providing Information to Others**

If you engage our services, you authorise us to provide your personal and financial information to financial institutions, other professional advisers and any parties where that information is required or authorised by Commonwealth or State Laws.

## **7. Marketing Information**

From time to time, we may email you information about financial matters, our services and the services of associated businesses which we believe will be of interest to you. If you do not wish to receive these emails, you may tell us at any time by sending an email to [communications@capital-partners.com.au](mailto:communications@capital-partners.com.au).

## **8. Instructions**

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 can nominate a person to provide documents and information and to give instructions on your behalf in writing (Authorised Person).

We are not liable in respect of anything we do, or do not do, in reliance on any notice or instruction given by a person we reasonably believe to be your Authorised Person.

We are permitted to rely on the accuracy and completeness of all documents and information which you or any of your Authorised Person provide to us, without the need to independently verify the documents or information.

If your shares are held on a custodial platform, you will not be able to give us instructions to exercise voting rights.

## **9. Conflicts of Interest**

We take our responsibility to serve your best interests seriously and this means we work to avoid any conflicts of interest. Where a conflict arises, it will be disclosed to you in writing.

## **10. 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](http://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.

## **11. Ceasing Your Agreement**

We provide services on an annual engagement basis. At the end of each service period, our engagement with you will automatically cease.

Either party may cease the agreement at any time by providing notice in writing. In this event all of our obligations to you will cease on that date.

On termination of your engagement;

- You must pay us all amounts outstanding for the advice preparation fee; and,
- We will cease to be responsible for any ongoing services in relation to your insurance policies from the date of termination.

## **12. Indemnity**

You agree to indemnify us, and our directors, officers and agents against any losses, liabilities or expenses reasonably incurred in the course of or as a result of the provision of the services under your Agreement, except to the extent that any such loss, liability or expense is caused by the gross negligence, fraud or dishonesty of the party seeking to rely on this indemnity.

You also agree to indemnify us against any expense (including court fees and legal fees on a solicitor and own client basis) which we incur as a result of a dispute, complaint or claim lodged by you that is frivolous, vexatious or lacking in substance.