

# MONEY

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# OVER 50

FINANCIAL ADVISERS

## Engagement – Terms & Conditions

Dated 1 August 2024 – Version 1.2

Lighthouse Financial Advisers (Townsville) Pty Ltd trading as Money Over 50 Financial Advisers.  
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Australian Financial Services Licence Number: 471826

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

### 1. 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.

We may collect and hold personal information for the primary purpose of enabling us to provide *Financial Services* to you in an *Efficient manner*. By *Financial Services* we mean; growing your financial assets; establishing investments/superannuation; recommending tax planning strategies; etc. *Efficient manner* means being able to take only the minimal amount of your time. This includes but is not limited to: pre-completing paperwork on your behalf; providing 3<sup>rd</sup> parties with relevant information to cut down on the time that it would take you to provide that information.

Our Privacy Policy sets out how we collect, hold, use and disclose your personal information. You can find a copy of our latest Privacy Policy on the front page of our website [mo50.com.au](http://mo50.com.au) by clicking on Privacy Policy.

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.
- Storing your information on external servers and data storage facilities, some of which may be based outside Australia.
- 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.

### 2. Complaint Resolution

- We endeavour to always provide you with the best advice and service. 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.

### 3. 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.

### 4. 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.

### 5. 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.
- If you are a member of a couple, where one member of the couple consents to the Annual Financial Advice Agreement, it is deemed that the consent is on behalf of the other member of the couple.

### 6. Your personal information

- Our Privacy Policy outlines the way that we collect, hold, use and disclose your information. You can find a copy of our latest Privacy Policy on the front page of our website [mo50.com.au](http://mo50.com.au) by clicking on Privacy Policy.
- Our Privacy Policy explains how we may disclose relevant information with 3<sup>rd</sup> parties such as your accountant, lawyer or banker without your express consent for the purposes of providing Financial Services to you in an Efficient Manner.
- Our Privacy Policy explains how we may disclose certain relevant information to your spouse and/or collect information about you from your spouse, without your express consent.
- Our Privacy Policy explains how you may revoke your consent for the above disclosure of relevant information to 3<sup>rd</sup> parties and/or your spouse.

### 7. 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.

### 8. 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.