cashelhouse

Cashel Financial Services Pty Ltd

Financial Services Guide

Financial Services Guide

1. Date of this document

This Financial Services Guide ("FSG") was prepared on and is dated September 22, 2016. This FSG is authorised and issued by Cashel Financial Services Pty Ltd ABN 23 106 177 093, Australian Financial Services Licence No. 306803 ("CFS"):

Level 38, 55 Collins Street Melbourne VIC 3000
Phone +61 3 9209 9000
Fax +61 3 8677 9903
Email enquiries@cashelhg.com
Website www.cashelhg.com/private-wealth

Cashel Family Office Pty Ltd (ABN 41 138 358 933, Authorised Representative Number 427289) ("Cashel", "we", "us") is an authorised representative of CFS.

This FSG should be read in conjunction with the Information set out in Attachment B. Your representative is an employee of Cashel ("Representative").

This FSG will be updated from time to time to provide you with information about new services or changes to existing services. These changes will be published at **www.cashelhg.com.au**. You acknowledge that you will be bound by any changes 7 days after publication and you will review our current FSG prior to undertaking any transaction in financial products.

2. Purpose and content of this Financial Services Guide

This FSG is an important document and has been prepared to ensure that you are given sufficient information to enable you to decide whether to obtain the financial services offered by us.

This FSG contains important information about:

- CFS, who as the Australian Financial Services Licensee, is responsible for the financial services;
- details of the financial services that Cashel is authorised by CFS to provide;
- how your relationship with CFS, Cashel, and your Representative will work;
- how we can be contacted;
- how you may provide your Representative with instructions;
- the documents you may receive from Cashel or your Representative;
- the remuneration that may be paid to Cashel, your Representative and other relevant persons in relation to the financial services provided to you;
- current fees and charges;
- the relationships that could influence the advice Cashel and your Representative provides and details of any potential conflicts of interest;
- your privacy and how your personal information will be dealt with;
- how complaints are dealt with; and
- compensation arrangements in place.

3. Who is Cashel?

Cashel is an authorised representative of CFS. CFS is a financial services business that provides a broad range of investment and advisory services to a diversified client base of private and institutional investors. CFS holds an Australian Financial Services Licence (AFS Licence No. 306803), issued by the Australian Securities and Investments Commission ("ASIC") which authorises it to carry on a financial services business and to provide advice on, and deal in, a range of financial products on behalf of both retail and wholesale clients.

4. The financial services and financial products we can offer

Cashel, as an authorised representative of CFS, can offer financial services and advice that covers the following areas:

- Wealth creation including advice on securities.
- Retirement planning including superannuation and strategies for transitioning to retirement.
- Risk management and asset protection.
- Retrenchment and redundancy advice.
- Social security/Centrelink entitlements.

From these financial services, certain types of financial products may be recommended to you. Cashel as an authorised representative of CFS is authorised to provide financial product advice and deal on behalf of its clients in the following financial products:

- securities;
- basic and non-basic deposit products;
- derivatives;
- foreign exchange contracts;
- government debentures, stocks or bonds;
- interests in own managed investment schemes;
- standard margin lending facilities;
- superannuation;
- investor directed portfolio services; and
- MDA Services

Neither Cashel nor your Representative can provide any advice on the following:

- Legal, i.e. estate planning.
- Accounting or taxation.
- Life insurance products-including investment life and life risk.

Should your Representative deem it appropriate that you should seek professional advice in one of the above areas, your Representative may introduce you to an appropriately qualified third party with whom Cashel has a referral arrangement in place.

5. Your Representative

Your Representative is an employee of Cashel who has been sub-authorised by Cashel to provide the financial services outlined in Attachment B of this FSG. If you do not have a Representative, please contact Cashel so that Cashel may introduce you to one of these experienced professionals.

Your Representative may provide full personal advice, limited personal advice, general advice or no advice:

a) *Full Personal advice* is advice where your Representative considers one or more of your investment objectives, financial situation and needs. It is important to realise that your Representative can only provide full personal advice in circumstances where your Representative believes he/she has sufficient personal and financial information about you, to enable your Representative to provide advice which is appropriate for your personal objectives, financial needs and circumstances.

Due to the nature of personal advice, it is important that you immediately notify your Representative if your personal circumstances change.

b) *Limited Personal advice* is advice where your Representative considers one or more of your investment objectives, financial situation and needs. It is important to realise that your Representative can only make recommendations based on the information provided by you. Without all the necessary information, the advice may not be appropriate for your personal circumstances and as such you should make your own assessment of the appropriateness of any such advice to your needs.

In regards to Cashel's obligations, there is no distinction between Full or Limited Personal Advice (Scaled) as all Personal Advice is scaled to some extent. When providing Limited Personal Advice, your Representative will notify you to the nature and the reasoning of why he/she believes that the advice that provided, is limited in nature. For simplicity, generally it will be due to one or more aspects of the information that you have provided to your Representative being deemed by your Representative as insufficient to make a fully informed decision.

Due to the nature of personal advice, it is important that you immediately notify your Representative if your personal circumstances change.

c) *General advice* is advice where your Representative does not consider your personal circumstances. Before acting on any general advice, you must consider the appropriateness of the advice in light of your personal circumstances. If your Representative provides you with general advice, your Representative is required to generally warn you that the advice does not take into account your objectives, financial situation or needs. This general advice warning will be given in the same manner as the advice is provided (i.e. in writing or verbally).

d) *No Advice* is where you do not require any advice and simply require execution services. Your Representative will not evaluate the merits of such transactions or whether the particular transaction is appropriate given your personal circumstances.

Your Representative is not obliged to contact you to provide advice or recommendations. You are responsible for monitoring the performance of your investments as well as ensuring that your investments continue to be appropriate for you given your personal circumstances. *No advice* also extends to whether a transaction should proceed in regards to timing or price.

6. Documents you may receive

When your Representative provides personal financial advice to you, you may receive one or more of the following documents:

- Account Opening Agreement
- Letter of Engagement
- Clearing Participant Documents
- Statement of Advice (SoA)
- Record of Advice (RoA)
- Product Disclosure Statement (PDS)
- Fee Disclosure Statement

A summary of the above mentioned documents are set out below:

(a) Becoming a client: Account Opening Agreement

To access the services offered by us you must complete an Account Opening Agreement. You should read carefully, complete, sign and return to us the Account Opening Agreement. Our agreements are binding in nature, therefore, you should obtain independent legal advice should you have a question about any agreement.

(b) Clearing Participant Documents

(i) ASX and Chi-X

We are not a trading participant of either ASX Limited ABN 98 008 624 691 or Chi-X Australia Pty Ltd ABN 47 129 584 667. Therefore, although we are authorised to provide financial advice on listed securities, we are not able to execute, settle and clear ASX or Chi-X transactions directly for you. Pershing Securities Australia Pty Ltd ABN 60 136 184 962 (AFS Licence No. 338264) ("Pershing") has been appointed to provide the following services for and on behalf of our clients:

- execution and clearing services for transactions in securities and managed investment products executed through the ASX or Chi-X for our clients;
- settlement services for transactions executed by, or on behalf of, our clients;
- sponsorship services; and
- nominee and other custody services for our clients.

If you require the above services to be provided, you will also need to become a client of Pershing. The Account Opening Agreement facilitates this. Included in the Account Opening Agreement is the Pershing FSG and any other disclosures which contain further information about the services provided by Pershing to you and the terms and conditions on which those services are provided.

(ii) International markets

We also engage Pershing to arrange execution, clearing and settlement services in securities on international markets. This means that Pershing will arrange for the execution, clearing and settlement of the transaction with an entity which holds the appropriate authorisation to do so in that market (**International Securities Trader**). The International Securities Trader may be a Pershing group entity or a third party entity. You may effect an international securities transaction on an international market by providing instructions to us. If you require the above services to be provided, you will also need to become a client of Pershing, but not the client of the International Securities Trader. Like the ASX and Chi-X execution arrangements, the Account Opening Agreement facilitates this. Included in the Account Opening Agreement is the Pershing FSG and any other disclosures which contain further information about the services provided by Pershing to you and the terms and conditions on which those services are provided.

(c) Statements of Advice ("SoA")

Your Representative will provide you with a SoA if you are a retail client and your Representative provides you with personal advice in relation to a financial product or service which takes into account your current financial situation and future needs. The purpose of a SoA is to help you understand and decide whether to rely on personal advice and sets out your Representative's advice, the basis of that advice and details about the fees, costs and other benefits payable as a result of the advice given.

Where you maintain your advisory relationship with your Representative, a SoA is generally not provided for further advice situations provided that your

personal circumstances and the basis for our advice are not significantly different from the relevant personal circumstances and basis for our advice prevailing at the time of our earlier advice. In this case, if your Representative does not provide a SoA, you may still request Record of Advice ("RoA") setting out the details of the personal advice provided to you. You may request a copy of that RoA from your Representative for up to 7 years after receiving the personal advice.

If there is any change in your personal circumstances after an initial SoA has been provided, you should immediately notify your Representative so that an updated SoA can be provided.

(d) Product Disclosure Statement (PDS)

If your Representative recommends certain types of financial products such as managed funds, exchange traded options and warrants, margin lending facilities or superannuation products, other than a financial product that is a listed security, then your Representative will provide you with a PDS or a Prospectus depending on the product. These documents are prepared by the issuer of a financial product, which is designed to set out, among other things, a detailed description of the financial product, the risks and benefits of the product and the amounts payable in respect of the product.

(e) Other Documents and Agreements

For investment in certain financial products, your Representative may need to provide you with other documentation, including any required agreements relating to these financial products. Also, if you wish to access certain services, you will be provided with additional documentation, including relevant agreements.

(f) Fee Disclosure Statement

If your Representative provides you with personal advice and you enter into an arrangement that you make with your Representative to pay fees for services that your Representative provides to you on an ongoing basis for a period of more than 12 months (Ongoing Fee Arrangement), if required by law, your Representative will give you:

(i) an annual fee disclosure statement that includes information required by law including an explanation of the services you are entitled to receive, the services that you may have received and the fees paid under the Ongoing Fee Arrangement during the previous 12 month period; and

(ii) a renewal notice that asks you if you wish to renew the Ongoing Fee Arrangement and includes other statements as required by law every two years or such other period that is permitted by law.

7. Transaction Instructions

Your Representative will work with you to agree what advice and services your Representative will provide and when and how often your Representative will provide them. Where you agree to ongoing advice and services, the details will be documented and provided to you. If at any time you wish to terminate your relationship with your Representative, please contact your Representative using the details shown in Attachment B of this FSG.

You may instruct your Representative to transact on your behalf by giving your Representative verbal instructions (either by telephone or in person), by electronic communications (such as email or facsimile), or in writing at the address set out at in the SoA or as otherwise notified to you. Where you give written instructions, your Representative will only act on them once your Representative has actually received and reviewed your instructions. Your Representative also reserves the right to request that your instructions be in writing (whether by email, facsimile, or original as the case may be) or that you clarify any instructions that are unclear.

8. Potential Conflicts of Interest

Cashel, CFS and Cashel Corporate Finance Pty Ltd (ABN 87131 324 608, Authorised Representative Number 389704) ("CCF") are each wholly owned subsidiaries of Cashel House Group Pty Ltd ABN 67 131 322 024.

Cashel, CFS, CCF, your Representative and their associates, respective officers and employees may have a pecuniary or other interest in the financial products which you purchase or sell.

9. Privacy and Privacy collection statement

As part of providing services to you, Cashel and your Representative will need to collect and use personal information about you to enable them to provide recommendations, advice and assist with the execution of transactions and provide other services to you. Where possible Cashel, and your Representative will obtain that information directly from you, but if authorised by you we may also obtain it from other sources such as your employer or accountant. If that information is incomplete or inaccurate, this could affect your Representative's ability to fully or properly analyse your needs, objectives and financial situation, so your Representative's recommendations may not be completely appropriate or suitable for you.

For details of how Cashel and your Representative may use and disclose your personal information and how you can access and update it, please refer to our Privacy Policy by visiting our website at www.cashelhg.com or ask your Representative for a copy.

Your Representative and Cashel may share your personal information with any:

- member, representative, affiliate or related entity of Cashel or associated entities;
- CFS;
- entity carrying out functions on behalf of Cashel and / or CFS; and
- other entity that Cashel or CFS engages to assist in the provision of services requested by you.

We are also required under the Anti-Money-Laundering and Counter-Terrorism Financing Act (AML/CTF) Act 2006 to implement client identification processes. We will need to verify your identity in accordance with the AML/CTF Act 2006. Your Representative will let you know what documentation you will need to present to allow them to provide you with appropriate advice and to meet relevant customer identification requirements under the AML / CTF Act.

If you have any questions about our privacy policies please contact the Privacy Officer by writing to:

Privacy Officer
Level 38, 55 Collins Street
Melbourne, Victoria, 3000

If you wish to access and update your personal information please contact your Representative or the Privacy Officer at the address above. We may charge you our reasonable costs of accessing and/or photocopying personal information that you request.

10. How we deal with complaints

Should you be of the opinion that the services provided to you are not at an acceptable level, you have the right to make a complaint. We encourage you to refer any complaints to your Representative in the first instance. If you are dissatisfied with the response from your Representative or do not feel comfortable discussing the complaint with your Representative, please contact CFS and ask to speak with its Complaints Officer. We also suggest you put your complaint in writing at the time so that the issues are fully documented and understood by the parties.

Your complaint should be addressed to:

The Complaints Officer
Cashel Financial Services Pty Ltd

Level 38, 55 Collins Street Melbourne VIC 3000
Phone +61 3 9209 9019
Fax +61 3 8677 9903
Email complaints@cashelhg.com

When CFS receive a written complaint from you:

a) it will initially respond with written acknowledgement that it has received your complaint; and
b) it will respond to all matters raised by the complaint within 30 days.

If CFS does not resolve the complaint to your satisfaction, you have the option of pursuing your complaint to an independent complaints resolution body.

If your complaint relates to financial advice, investments or insurance matters:

Financial Ombudsman Service
GPO Box 3
Melbourne, Vic 3001

Telephone 1300 780 808
Fax +61 3 9613 6399
Web www.fos.org.au
Email info.fos.org.au
Cashel Member No: 12432

You can also lodge your complaint with ASIC by calling 1300 300 630.

If your complaint relates to a service provided to you by Pershing, we ask that you seek to have your complaint dealt with in the manner set out in the Pershing FSG.

If your complaint relates to personal information held by us:

The Privacy Commissioner
Phone 1300 363 992

11. Professional Indemnity Insurance and Compensation Arrangements

In accordance with section 912B of the Corporations Act (relating to retail client compensation arrangements), CFS maintains professional indemnity insurance cover that CFS has reasonably determined is adequate having regard to the nature and extent of the business and the responsibilities and risks assumed in connection with that business, namely:

- its maximum liability under the Financial Ombudsman Service of which it is a member;
- volume and nature of our business;
- number and kind of clients; and
- the number of authorised representatives it has.

12. Fees and Remuneration

How we are paid for our services

Our Remuneration

The fees or other costs that your Representative may charge for services provided or products recommended, depends on the nature and complexity of your situation and the advice that is provided.

Your Representative will agree with you the form and amount of charges before they provide any advice or services.

We are remunerated for the financial advice and services you receive from your Representative by the following methods:

- fee for service (includes, but is not limited to, any of the following: a fee for providing a SoA, a management fee or an ongoing advice fee), or any fee that you pay for a service;
- receipt of commissions if there is an existing arrangement with the product / platform provider; or
- a combination of any of the above.

Your Representative will discuss with you what remuneration structure is appropriate.

The fees we receive are set out in Attachment A of this FSG. All fees are inclusive of GST (unless otherwise indicated) and Cashel reserves the right to change these fees from time to time.

If your Representative provides you with a SoA in relation to personal advice, and our remuneration (including commission) and other benefits:

a) are calculable at the time the personal advice is given, the remuneration (including commission) and other benefits Cashel may receive on specific financial products to which the personal advice relates; or
b) are not calculable at that time, the manner in which that remuneration (including commission) and other benefits are to be calculated,

will be disclosed at the time the personal advice is given or as soon as practicable after that time.

Where Time Critical Advice is given (where you instruct that the transaction takes place before the SoA is given to you) your Representative will advise you orally of the fees, commissions and any other benefits applicable and these will be restated in the SoA to you. In such cases, your Representative will provide you an FSG no later than 5 days after the date of the advice is provided.

13. How Cashel can be contacted

Level 38, 55 Collins Street Melbourne VIC 3000
Phone +61 3 9209 9000
Fax +61 3 8677 9903
Email enquiries@cashelhg.com
Website www.cashelhg.com/private-wealth

Attachment A

Fees and Remuneration

Fees payable by you – Australian financial products and services

(All fees exclude GST)

Financial Advice Fees

You may be charged a fee for service for the production of a SOA, portfolio review or further advice which may include:

- Portfolio Structuring;
- Asset Allocation;
- Financial Structuring;
- Gearing;
- Cash flow budgeting;
- Portfolio reviews;
- Lifestyle planning;
- Liquidity;
- Other similar financial planning and administration advice

If a fee is payable, your Representative will discuss it with you prior to preparation of the relevant document or providing the relevant advice. The cost for the preparation of advice will vary depending on your individual circumstances, the financial product and/or financial service provided and an assessment of the nature and complexity of the advice provided. The fees to be charged on the basis of an hourly fee range from $330 to $750 per hour. Generally, a plan may take between 8 and 20 hours to complete. It will be subject to a minimum of $3,300.

If your personal circumstances change after the advice has been prepared and you require further advice to take account of this change a further fee may be imposed.

Ongoing Advice Fee (Annual)

Should you wish to proceed with the advice presented to you, a proposal for an ongoing advice fee will be presented in the SOA and / or Client Services Agreement with the associated fees disclosed. The ongoing advice fee is charged on a fee for service basis for the provision of an ongoing advice service by your Representative. This includes the implementation of your Representative's recommendations, reviewing strategies and investments and any changes required throughout the year.

The ongoing advice fee is charged monthly in arrears and is calculated as either an annual set dollar amount or an annual percentage of the value of your investment portfolio (usually between 0.5% and 3% per annum) with a minimum fee of $6,000.00 per annum. The fees charged will be agreed with you prior to your Representative preparing the SOA or will otherwise be set out in the Client Services Agreement, and will be debited from your nominated bank account.

Example

Portfolio Value as at 30 June $500,000.00	Agreed Ongoing advice fee: 1%
Monthly Fee: $500,000 X 1% = $5000.00/12 = $416.66.	Minimum Monthly Fee = $6,000/12 = $500.00 per month

Cashel Administration Portfolio Service (CAPS)

Under CAPS, your Representative collects all your investment portfolio related information, looks after your corporate actions and investor communications based on your instructions and provides you with regular reporting on your investment portfolio. This service also includes access to your portfolio reports online.

The CAPS administration fee is $100 per month, and is charged in addition to, the annual advice fee, and will be debited from your nominated bank account monthly in arrears.

Brokerage

All Brokerage rates are negotiable and should be discussed with your Representative prior to transacting any business.

Australian Markets

The brokerage fee will be charged each time a listed financial product transaction is executed on your behalf either as a percentage of the value of the transaction or on a fix fee basis and disclosed on the transaction confirmation (contract note) you receive.

The rate of brokerage is usually between 0.5% and 2.5% of the value of the transaction. All transactions are subject to a minimum charge for brokerage of $125 per trade.

Example 1

You buy 500 BHP @$20.00 Total Consideration $11,000.00. Brokerage rate 1%	$11,000.00 x 1% = brokerage payable $110.00
Minimum brokerage payable $125.00	Total brokerage payable $125.00

Example 2

You buy 1000 BHP @$20.00 Total Consideration $20,000.00. Brokerage rate 1%	$20,000.00 x 1% = brokerage payable $200.00
Minimum brokerage payable $125.00	Total brokerage payable $200.00

International Markets

Brokerage rates are as described above, except that a minimum brokerage of $200 shall apply. We may incur additional costs through a third party which we may pass on to you.

The actual amount of brokerage payable by you will be disclosed in the confirmation of the transaction. Please note that exchange rate movements may affect the final price for financial products.

Off market transfer fee

If you wish to transfer financial products other than through a trading facility, the following off-market fees apply:

- Australian Market: $50.00 will be charged per transaction
- International Market: $75.00 will be charged per inward transaction, and $100.00 outward.

All above fees are payable prior to the transfer being completed.

Miscellaneous Fees & Charges

Various fees and charges may be passed onto you in relation to the operation of your account and trading activity. Additional assistance in relation to its services may be required. An administration fee will then be charged and will depend upon the complexity of the matter and the estimated time for completion. Some of the miscellaneous fees and charges are set out below:

Booking correction	**$27.50**	Initial Settlement Fail fee (sale transactions only)	**$110.00**
Manual Bookings	**$11.00**	Dishonour Fee	**$55.00**
Confirmation Fee (per transaction)	**$1.10**	Foreign Currency processing Fee	**Up to a maximum of 40% of the amount**

Cashel reserves the right to pass through your account any additional charges, or changes to existing charges that are incurred as a result of changes in industry practices or through the normal course of business operations. You will be notified of any of these changes prior to implementation. Should you require assistance to comply with ASX settlement rules, additional charges will apply. For example, if we have to access registry records for a Shareholder Reference Number (SRN) for a parcel of shares sold, we will pass on the ASX CHESS search fee, together with an administration fee of $5.00, this may be debited from the sale proceeds. Similarly, should you fail to pay for a purchase by:

T + 3, we may impose an administrative charge on outstanding amounts. Pershing may also charge interest on these amounts which we are required to pay. We will therefore pass this interest charge to you together with the administrative charge. The total of these charges are noted as follows:

T + 4 and **T + 5** A minimum of 12% above the RBA Cash Rate	**>T + 6** A minimum of 20% above the RBA Cash Rate

We may apply a processing fee of $110.00 for cheque settlement for securities purchases and sales. We reserve the right to charge an administration fee for processing third party payments. Bank cheque fees, foreign exchange transfers, dishonours, special clearances, third party payments, settlement reprints, Telegraphic Transfers and Government charges may be incurred from third party providers and on-charged to you in relation to your account.

Third Party Nominee and Custody Fees

We will pass on to clients fees levied upon us by external local and foreign agents. These may include currency conversion charges, custody charges, transfer costs, certification fees, compliance fees and notification charges. These fees will be advised to you prior to the establishment of the facility or initial transaction.

How Cashel and Your Representative are paid

How Cashel and your Representative are paid

Except for your investment funds where these are paid directly to the product provider, fees paid by you for our services and commissions and brokerage paid by product providers or intermediaries, shall be paid to CFS as licensee. CFS charges Cashel a fixed monthly to Cashel to meet licensing costs and otherwise passes on all advice costs and payments to Cashel.

CFS collects all brokerage fees on all listed securities, derivatives and managed investment transactions undertaken for you by your Representative ("Brokerage Fees"). These amounts shall then be paid to Cashel.

Cashel is entitled to retain 100% of the difference between the brokerage that you and other clients are charged and the amount Cashel is charged by its service providers or suppliers.

How our directors and Representatives are remunerated?

Cashel's directors and Representatives receive a salary. Directors and Representatives may receive a bonus based solely on the performance of the business as a whole.

Other commissions

We may receive commissions from investment products ("Product Fees") if we have an existing arrangement with the product provider prior to 1 July 2013 or if you consent to the payment of such a fee to us ("Product Services"). Any fees or commissions we receive are calculated as a percentage of the amount you invest in the financial product. The rate of commission is usually between 0.05% and 1.0% depending on the period of investment. The specific rate will be provided to you with the issuer's documentation or PDS or will be separately disclosed to you.

Corporate Finance Activities

Other companies in Cashel House may receive payments from companies for undertaking various corporate finance activities including but not limited to placements and initial public offerings of securities. These fees will be disclosed in the offer document, prospectus or PDS issued by the issuer or will be separately disclosed to you.

Referrals

If you are referred to a third party provider, the provider may pay us a referral fee payment or commission for introducing you to the third party provider, subject to law. The details of our current referral arrangements will be disclosed in your SOA.

If you have been referred to us, we may pay the referrer a fee, subject to law. Details of the payment will be disclosed in your SOA. Referrer fees are at no additional cost to you.

Primary market issues of securities

When we successfully lodge applications for investments in new issues, we may receive fees from the issuer. These fees will be disclosed in the offer document, prospectus or PDS issued by the issuer or will be separately disclosed to you.

Other Benefits

Alternative Remuneration

From time to time, we may also receive other benefits such as entertainment or sponsorship from product providers at no extra cost to you. If the benefits are received, they can only be valued at less than $300 per item or will otherwise be declined.

Both Cashel and CFS maintains a public register of all other benefits we received, regardless of whether they are accepted or declined greater than $300.

Attachment B

Representative Profile

This document forms part of the FSG and contains specific information relating to your Representative. Please contact your Cashel Representative to obtain a copy.