

# Fixed Term Agreement

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## 1. Agreement and term

- 1.1. This document sets out the terms and conditions of our professional relationship with you and on which we will provide you with services for the term of this agreement.
- 1.2. This agreement is taken to be entered into on the day we receive an executed copy of this agreement.
- 1.3. This agreement is for a fixed term of 12 months and expires \_\_\_\_\_.

## 2. Scope of services

- 2.1. We will provide you with the services set out in Item 3 of Schedule 1 during the term of this agreement.
- 2.2. From time to time, we may appoint agents to assist us in providing the services.
- 2.3. As part of our services, we will not provide you with assistance in relation to insurance claims unless specifically included as part of the services in Item 3 of Schedule 1.
- 2.4. Unless we specify otherwise, the services do not include any accounting advice, or the preparation of accounting documents, or tax agent services.
- 2.5. If you require us to provide other services that are not included in Item 3 of Schedule 1, and we agree to provide them, those services will be provided at an additional cost to you. If you require additional services, we will provide you with an estimate of costs associated with these services prior to commencing.

## 3. Fees

- 3.1. We will charge fees for the services in accordance with Item 3 of Schedule 1.
- 3.2. Each of the fees is payable personally by you. However, we may agree with you for our fees to be paid out of your investment funds or your superannuation fund. Where permitted by law, we may also receive one-off or ongoing commissions from third parties, such as product providers in relation to some or all of your investments or insurance policies. If we agree with you to offset these

commissions against the fees that you would otherwise pay us, this is set out in Item 3 of Schedule 1.

- 3.3. We will only accept payment from your investments or superannuation fund if we are satisfied that you have provided express written authority for the relevant investment entity or superannuation trustee to do so. If no such authority is provided, or we have reason to believe it has been revoked, fees will instead be payable directly by you.

## 4. Our obligations

- 4.1. We will provide you with the services set out in Item 3 of Schedule 1 with the level of due care and skill that is reasonably expected of a financial advice business.
- 4.2. We will not implement any recommendations without your explicit instructions to do so.
- 4.3. We will relay your instructions or requests to relevant product providers as soon as practicable after they are received by us. We are not responsible for the time taken by a product provider to address your instructions or request.

## 5. Your obligations

- 5.1. Where this agreement is with more than one person, your obligations apply to you both jointly and severally.
- 5.2. You agree to pay for the services set out in Item 3 of Schedule 1 in accordance with the payment method set out in Item 4 of Schedule 1.
- 5.3. You can direct us to invest, vary, transfer or convert the whole, or any part, of your investment portfolio. All investment activity is subject to your approval. For the avoidance of doubt, you are not under any obligation to follow, either wholly or in part, any recommendation provided by us. However, if you do not proceed with any recommendation in its entirety, we are not responsible for the outcomes of the decisions you make.
- 5.4. You agree to provide us with all information requested by us in a clear, accurate and

timely manner. You acknowledge that failure to do so may result in delays in us providing personal advice to you, or us being unable to provide personal advice to you altogether.

- 5.5. You agree and acknowledge that you are responsible for the consequences of us following your instructions to implement investment or insurance decisions made by you that differ from recommendations we have made to you.

## **6. Instructions**

- 6.1. If we are providing services to you jointly, we accept instructions both jointly and severally from you.
- 6.2. You agree that any instructions you provide to us are subject to this agreement and any applicable laws.
- 6.3. You agree that you will be bound by any instructions provided by you, or which we reasonably believe to be provided by you.
- 6.4. All information supplied by you will be treated as confidential and in line with applicable privacy laws and our Privacy Policy. Information will only be disclosed to a third party with your consent or as permitted by law.

## **7. Associations and remuneration**

- 7.1. Any association or relationship which could be considered capable of influencing us in providing our financial services to you, has been disclosed in our Financial Services Guide.

## **8. Documents we provide to you**

- 8.1. It is important for you to read documents provided by us and notify us promptly of the decision you have made in respect of a recommendation made by us, or if the meaning of any information is unclear.

## **9. Liability and indemnities**

- 9.1. You acknowledge and agree that we do not give any assurance or warranty in relation to a financial product performance or rate of return.
- 9.2. We are not responsible for any loss incurred by you as a result of any act, omission, deceit, neglect, mistake or default of any third party, except to the extent that the loss is attributable to our negligence, deceit or default.

- 9.3. To the extent that any loss, liability cost or expense to you is caused by our negligence, fraud or dishonesty, our liability is limited to the extent permitted by law to the value of the financial product or asset to which the liability arose at the time of the negligence, fraud or dishonesty.

- 9.4. This clause 9 shall survive termination of this agreement.

## **10. Warranties**

- 10.1. By entering into this agreement, you warrant that:
- 10.1.1. this agreement will bind you both jointly and severally;
- 10.1.2. you have the power and authority to enter into this agreement;
- 10.1.3. the information you have provided to us is true and correct; and
- 10.1.4. your obligations under this agreement are valid and enforceable against you;
- 10.2. If you are a trustee:
- 10.2.1. this agreement will bind you in both your personal capacity and your capacity as a trustee;
- 10.2.2. you are entitled to be indemnified out of the assets of the trust for liabilities which you may incur under this agreement;
- 10.2.3. you have authority to enter into this agreement; and
- 10.2.4. your instructions are lawful and authorised.
- 10.3. This clause 10 shall survive termination of this agreement.

## **11. Privacy**

- 11.1. You acknowledge that you have read and understood our Privacy Policy, and consent to the collection, use and disclosure of your personal and other information, including use in order to verify your personal information for Anti-Money Laundering/Counter Terrorism Financing (AML/CTF) purposes.

## **12. Amendment of this agreement**

- 12.1. We may amend the terms on which we provide our services (including the fees we charge for those services) by providing you 60 days' written notice.

12.2. In addition to clause 12.1, this agreement may be amended by the mutual agreement of the parties.

### **13. Complaints**

13.1. By entering into this agreement, you have access to both our internal and external complaints handling mechanisms. Details of our dispute resolution mechanisms are contained in our Financial Services Guide.

### **14. Termination of this agreement**

14.1. This agreement may be terminated:

- 14.1.1. by you, immediately or at any time in the future, by providing us with written notice or telling us orally;
- 14.1.2. by us providing you with 30 days' written notice; and
- 14.1.3. by us, if you breach the terms or conditions of this agreement or any relevant law, or fail to make any fee payments which are required under this agreement, by providing written notice of the termination.

14.2. This agreement will terminate if:

- 14.2.1. we become aware that you have died or, where this agreement is with more than one person, that both of you are deceased;

14.3. We will stop charging fees for the services upon termination of this agreement.

14.4. We will not provide services to you under this agreement once it is terminated.

14.5. If there are any outstanding fees or charges associated with the services already provided in accordance with this agreement, you will remain liable to pay those fees.

14.6. If we incur costs solely and directly because of termination of the agreement by you, we may require you to pay those costs, and, if we require you to do so, you agree to pay them.

14.7. Clauses 14.5 and 14.6 survive termination of this agreement.

### **15. Assignment**

15.1. You agree that we may assign our interest and responsibilities under this agreement in our sole discretion by prior written notice to you.

15.2. You may not assign your interest under this agreement to any other person without our prior written consent.

### **16. Notice**

16.1. If you need to contact us, you may do so by using the contact details contained at Item 1 of Schedule 1.

16.2. If we need to contact you, we will use the contact details you provide to us, and which are contained at Item 2 of Schedule 1.

16.3. Any communication sent electronically will be deemed received at the time it is sent. Any communication sent by post must be sent by priority post and will be deemed received four business days after the day on which it is sent.

16.4. You must inform us if you change your contact details. You are responsible for ensuring that we have up-to-date contact details for you.

16.5. If you do not respond to a recommendation we communicate to you, we will interpret this as a decision not to proceed with a recommendation. The timeframe for a response before the recommendation expires is 30 days.

### **17. Governing Law**

17.1. This agreement shall be governed by and construed in accordance with the laws of Victoria. The parties agree to submit to the non-exclusive jurisdiction of the courts of that Victoria.

## Schedule 1

Scott Haywood  
 Authorised Representative No. 411439  
 of InterPrac Financial Planning Pty

### CLIENT CONTACT DETAILS

### SERVICES AND FEES

Schedule of Service(s) You will be entitled to receive:

Check Box	Details	Frequency and/or due date	Fee (\$AUD)
1.	<b>Conduct Annual Review:</b> Review your objectives, financial situation and needs (considering personal advice previously given to you by us)	Annually	-
2.	<b>Review Portfolio:</b> Review the performance of your investment portfolio over the last 12 months. Provide personal advice in relation to your investment portfolio.	Annually	-
3.	<b>Implement Recommendations:</b> Where instructed by you, implement recommendations actions by assisting with the completion of paperwork, arranging for the investment of funds.	Annually	-
		<b>TOTAL</b>	<b>\$</b>

### Schedule of Service(s) available as You may require

The following may incur an additional cost, as described, if required & agreed to by you.

Details	Frequency and/or due date	Fee (\$AUD)	Account from which the fee will be deducted
	<b>TOTAL</b>		

**ITEM 4: PAYMENT METHOD**

**Please indicate your preferred payment method and frequency below:**

Payment method	Payment frequency
<input type="checkbox"/> Deduction from your investments	<input type="checkbox"/> Monthly
<input type="checkbox"/> Invoice payable by you directly	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Direct debit arrangement with you	<input type="checkbox"/> Once-off fee (annual)
<input type="checkbox"/> Deduction from your super fund	<input type="checkbox"/> Monthly

**Acceptance of this agreement**

By \_\_\_\_\_

*Your consent to charge the listed fees will continue, unless withdrawn or varied during the fixed term period. Any changes to this agreement must occur by notifying us directly.*

Print name:

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Signature:

Date:

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Print name:

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Signature:

Date:

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**By InterPrac Financial Planning Pty Ltd AFSL No. 246638**

Print name: Scott Haywood

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Authorised Representative No.411439  
of InterPrac Financial Planning Pty Ltd AFSL No. 246638 Level 8, 525 Flinders Street Melbourne VIC 3000  
Phone Number: (03) 9209 9777

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Signature:

Date:

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