



## FINANCIAL SERVICES GUIDE

### Smyth Financial Services Pty Ltd

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Thank you for considering Smyth Financial Services as your private client wealth manager.

To assist you in making an informed decision about appointing Smyth Financial Services, this guide contains important information about:

- the services we offer you
- how we and our associates are paid
- any potential conflicts of interest we may have and remuneration that we receive
- our internal and external dispute resolution procedures and how you can access them

When we give you personal financial advice - a *Statement of Advice (SoA)* - we take into account your current financial situation and future needs.

In the SoA we will tell you about:

- the basis for our advice
- our fees and commissions
- any associations we have with Financial Product Issuers or other parties which may have influenced the advice we give you.

In certain situations, we may give you advice about the investment merits of a product. This advice does not consider the question of whether the product is a suitable investment for you personally and should not be construed as a Statement of Advice (SoA)

In the event we recommend to you a particular Financial Product, we must give you information about the particular Financial Product—a *Product Disclosure Statement (PDS)*—to help you make an informed decision about the Financial Product. You should read and consider the PDS before deciding whether investing in the Financial Product is appropriate for you.

### **1. Who is responsible for the financial services provided?**

Smyth Financial Services, a private client wealth management business is responsible for the financial services provided. It operates as a corporate authorised representative of SIRA Group Pty Ltd (AFS Licence 278423). SIRA GROUP acts for itself and has authorised the distribution of this Financial Services Guide (FSG).

## **2. Who is my adviser?**

Your adviser is Kurt Smyth an employee and director of Smyth Financial Services, with Smyth Financial Services responsible to you for any investment advisory services your adviser provides.

Kurt Smyth has over twenty years experience in the financial services industry, including senior advisory roles within the stock broking sector. His industry qualifications are with the Securities Institute (Graduate Diploma of Applied Finance and Investments, Certificate in Financial Markets - National Dux). Kurt was also a former lecturer in Financial Planning for the Financial Services Institute of Australasia (FINSIA). Kurt is a former Director of the ANZ Securities Retirement Benefits Fund, and a current Councillor for, and Senior Fellow of FINSIA.

## **3. How is my adviser remunerated?**

As a Director of Smyth Financial Services, your adviser is remunerated solely by a share of profit, depending on the performance of the business.

Information regarding treatment of commissions and brokerages is detailed on page 6 of this document.

## Statement of Lack of Independence

Smyth Financial Services is not an independent financial planning firm as defined in the Corporations Act 2001 due to the following:

We receive commissions from insurance providers when writing business with them;

Our financial planning fees are calculated based on a % of the funds we manage for you;

Other Corporate Authorised Representatives of SIRA Group receive either commissions from insurance providers or charge fees based on a % of the funds under their management.

### 4. What are the range of financial products and/or services you are authorised to provide?

Smyth Financial Services is an authorised representative of SIRA GROUP who holds an Australian Financial Services License (AFSL) with the necessary authorisations to provide advice on and deal in the following financial products:

- Deposit and Payment Products (e.g. cash, fixed income)
- Debentures, stocks or bonds issued by or proposed to be issued by a government
- Securities (e.g. shares, debentures)
- Managed investment schemes (e.g. managed funds)
- Superannuation products and Self Managed Superannuation Funds (SMSFs)
- Life Insurance
- Standard margin lending facilities

Smyth Financial Services will also provide financial services advice on matters such as:

- remuneration planning
- investment structuring
- estate planning
- asset protection
- tax effective strategies

If you have a need for products or services not listed above or require further specialist advice which Smyth Financial Services cannot or is not authorised to provide, you will be referred to another qualified provider.

If you do not wish to receive our advice, we may deal on your behalf by carrying out your instructions.

If you do not obtain advice, you face the risk that the financial products/services you select will not fully take into account your objectives, financial situation or needs.

## **5. When I receive financial advice, what do I get?**

There are 2 types of advice, Personal Advice and General Advice.

When you receive Personal Advice, you will receive a Statement of Advice (SoA) which takes into account your investment objective, financial situation and needs.

A SoA details the advice appropriate to you, the basis for this advice, the risks involved with the investments and any investment strategy we recommend to you, relevant disclosures (concerning fees, interests or benefits to be received by us, and conflicting relationships or associations capable of influencing the advice) and, if applicable, a warning about the suitability of the advice where insufficient personal information has been provided.

Further Advice may be provided without the requirement of another SoA if similar advice has been the subject of a previous SoA and your strategy and circumstances have not changed significantly. We will make a Record of Advice and you may request a copy of that record at any time during the 7 year period after the date the advice was required.

The 2<sup>nd</sup> category of advice is General Advice which is based on the consideration of the investment merits of a product without considering the question of whether the product is suitable for you personally. Such advice will generally be accompanied by a warning referring to this.

## **6. What information should I provide to receive Personal Advice?**

You need to provide us with details of your personal objectives, details of your current financial situation and any relevant information, so that we can offer you appropriate advice.

You have the right not to tell us, if you do not wish to. However, if you do not, the advice you receive may not be appropriate to your needs, objectives and financial situation.

You should read the warnings contained in the Statement of Advice carefully before making any decision relating to a financial product/s.

## **7. What should I know about the risks of the financial products or strategies you recommend to me?**

We will explain to you any significant risks of the financial products and strategies that we recommend to you. If we do not do so, you should ask us to explain those risks to you.

## **8. What information do you maintain in my file, how is it used and can I examine my file?**

We maintain a record of your personal profile including details of your objectives, financial situation and needs. We also maintain records of any recommendations made to you.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on our website.

The collection and use of personal information will be limited to the minimum we require to deliver our services to you. Generally, this means it will only be disclosed to other parties authorised and/or required by law to collect or access your information.

If you wish to examine your file please ask us. We will make arrangements for you to do so. Please notify us of any errors which we will promptly correct.

If we deny you access or you have any complaints regarding the collection, use or management of your personal information, you may write to the Privacy Commissioner at GPO Box 5218, Sydney NSW 1042.

## **9. How can I give you instructions about my Financial Product/s?**

You can contact us in relation to our services and any other matters by telephone, fax or other means such as e-mail, using the details on the front of this FSG.

## **10. How will I pay for the services provided?**

Our services are based on a fee for service model, although we may receive commissions from certain product providers, subject to the Corporations Act.

If you receive personal investment advice from us, we will tell you about any commissions, fees and any other benefits, where possible in actual dollar amounts, in the *Statement of Advice*.

Our full fee schedule is outlined on page 6 of this document.

## **11. Will anyone be paid for referring me to you?**

Where you have been referred to us by someone else, if we pay them a fee or commission in relation to that referral, we will tell you in the *Statement of Advice* who will receive that fee or commission and the amount they will receive.

## **12. Who owns Smyth Financial Services and are there any conflicts of interest that arise from this ownership?**

Smyth Financial Services is a private company, owned by its founders, Beverley and Kurt Smyth.

Smyth Financial Services, including its shareholders, has no financial interest in any financial product providers with whom it deals.

No directors or executive officers of Smyth Financial Services act in a similar capacity within the business of a financial product provider.

In the event that Smyth Financial Services develops relationships with financial product providers and receives any monetary or other benefits, our usual disclosure principles will apply.

## **13. Compensation arrangements**

Smyth Financial Services is covered by SIRA GROUP's professional indemnity insurance which complies with ASIC Regulatory Guide and section 912B of the Corporations Act.

## **14. How to lodge a complaint**

If you have a complaint about a financial service provided to you, you should follow the steps outlined below:

1. Contact your financial adviser to discuss your complaint;
2. If your complaint is not satisfactorily resolved within seven days of raising it, you may contact SIRA Group on (03) 9909 7018 or put your complaint in writing and send it to:  
SIRA Group Pty Ltd Level 1, 530 Little Collins Street, Melbourne Vic 3000

If, after speaking with SIRA Group and your financial adviser, your complaint is still not resolved to your satisfaction, you can lodge your complaint with the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to consumers:

Website: [www.afca.org.au](http://www.afca.org.au) Email: [info@afca.org.au](mailto:info@afca.org.au) Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

SIRA Group Pty Ltd is a member of this Complaints Resolution Service.

The Australian Securities and Investments Commission (ASIC) also has a toll free information line on 1300 300 630 which you may wish to use to make a complaint and obtain information about your rights.

# Fee Schedule

## Financial Advice

Hourly rate?	Hourly rate of \$275 + GST
Plan Fee:	Based on the hourly rate, the plan fee is calculated and quoted at the first meeting. Once quoted, the fee is set unless the scope of advice is changed by you, in which case a revised quote will be provided.
Initial Meeting:	No charge. We will provide you with a proposal for advice, including areas to be addressed and a quote based on estimated time involved.

## Investment Management

Funds Under Management:	\$0 to \$500,000	0.80%	+ GST
	\$500,000 to \$1,000,000	0.60%	+ GST
	\$1,000,000 to \$5,000,000	0.40%	+ GST

For amounts in excess of \$5 million fees will be individually negotiated.

This fee is payable monthly in arrears, based on the total market value of the portfolio as at the end of the month, and deducted from your portfolio.

## Minimum Fee

Smyth Financial Services has a minimum annual fee for ongoing service. Our ongoing services include regular reviews, advice and assistance between reviews, liaison with your other professional tax and legal advisers, etc.

Should you wish to retain Smyth Financial Services as your adviser the annual minimum fee is \$1,000 plus GST.

This fee is payable monthly in arrears and deducted from your portfolio.

## Investment Administration

Smyth Financial Services may use external custodial services to provide portfolio administration and management solutions. These services provide online reporting, portfolio administration and tax reporting covering the full spectrum of traded and non-traded financial products.

An estimation of fees payable/costs will be provided to you in your Statement of Advice at the time.

## Commissions and Brokerage

Generally, Smyth Financial Services does not receive up-front remuneration for investment business placed with any fund manager. In the event that any payments are received by us for investment business they will be disclosed to you.

Smyth Financial Services may receive commissions for insurance business lodged including Life Insurance, Total & Permanent Disability Insurance, Income Protection Insurance, etc. These commissions are factored into the premiums of the products and do not affect the cost of insurance.

## Fee Schedule – IMPORTANT POINTS

- Brokerage charged by stockbrokers is for your account – any additional brokerage or transaction costs paid to Smyth Financial Services will be disclosed in your statement of advice.
- Where you require a margin lending facility then you are responsible for payment of all fees, charges and interest thereon.
- If you terminate your relationship with Smyth Financial Services, you must give 30 days notice in writing. We will assist you in transferring your investments to alternative arrangements. We will charge you our standard fees for the 30 days based on the portfolio value as at the date we receive the notice of termination.
- Any government or other charges, plus costs that we might incur in the initial transition or management of your portfolio, are for your account. We will keep you apprised of such costs.