

# Financial Services Guide Part 1

# **West End Group Pty Ltd**

This Financial Services Guide ("FSG") is issued with the approval of West End Licensees Group ABN: 77 635 317 510 (AFSL Licence Number 518873).

This FSG provides important information about West End Group Pty Ltd; a Corporate Authorised Representative No. 1273759 of West End Licensee Group Pty Ltd AFSL No. 518873, to help you decide whether to use the financial services we provide. This FSG should be read before we provide you with financial advice. This FSG explains:

- Who are we, and how can you contact us?
- The financial services we are authorised to provide.
- Initial and ongoing advice we provide.
- How we are paid.
- How we deal with your personal information.
- Who to contact if you have a complaint?

This FSG must be read in conjunction with Part 2 as it forms part of this FSG. It provides detailed information about your Adviser such as their contact details, referral sources and the types of financial products they can advise and deal in.

Please retain Part 1 and Part 2 for your reference and any future dealings with West End Group Pty Ltd.

#### Information about us

West End Group Pty Ltd is a holistic financial services group that provides high-quality financial planning and advisory services on a broad range of financial strategies and products.

Our financial planning services include:

- 1. Gathering information about you current situation and background.
- 2. Identifying your goals articulate, clarify and prioritise.
- 3. Identifying financial issues that need to be discussed, resolved or changed.
- 4. Preparing a plan for you analyse the information gathered, assess your goals, investigate and structure possible solutions, and provide commentary on our financial product recommendations.
- 5. We then discuss, revise and implement your plan (as needed), including arranging financial products suitable for your needs.
- 6. Ongoing monitoring and reviewing review your plan regularly agreed with you to ensure strategies remain relevant to your current circumstances and adjust where appropriate.



## Documents you may receive from us.

If we provide you with personal financial product advice rather than general financial product advice, we will initially provide you with a Statement of Advice (SOA). Personal financial product advice considers one or more of your objectives, financial situation, and needs.

The SOA will contain the advice, the basis on which it is given, and information about fees, commissions and any associations that may have influenced it.

The PDS contains information about the product and will assist you in making an informed decision about that product.

For further advice, a Record of Advice (ROA) may be provided instead of an SOA if there have been no significant changes in your circumstances or the basis of the advice has not significantly changed since our last SOA.

If you choose to use our services, you may also receive from us a Product Disclosure Statement (PDS).

## What we will need from you

To invest in our recommended financial products, you must complete a fact find and a risk profile questionnaire. We expect that you will provide us with accurate information so that we have a reasonable basis to provide you with advice. You have the right to withhold personal information, but this may compromise the effectiveness of the advice you receive.

We expect that you will use our advice to enable you to make informed financial decisions.

We expect that, where appropriate, you will inform your adviser of any changes that may influence your future objectives.

As a financial service provider, we are obliged under the Anti-Money Laundering and Counter-Terrorism Finance Act to verify your identity and the source of any funds. This means we will ask you to present identification documents, such as passports and driver's licence. We will also retain copies of this information. We assure you that this information will be held securely. We cannot provide you with services if you are unwilling to provide this information.

## Providing advice that is suitable to your investment needs and financial circumstances

To do so, we need to understand your individual investment objectives, financial situation and needs before recommending any investment or risk products. You have the right not to divulge this information to us if you do not wish to do so. In that case, we are required to warn you about the possible consequences of us not having your complete personal information. You should read the warnings carefully.

The advice provider is obligated to act in your best interest, which requires the provider to collect all required information about your financial situation and needs and objectives, make inquiries into the information provided, and investigate appropriate products and strategies that will meet your needs and goals. From time to time, where the advice provider cannot recommend any relevant products or where the advice provider feels your best interest will not be served by him/her, the advice provider has a right to refuse the provision of advice or services.



## Services, Products and Advice we offer

#### **Services**

- Comprehensive personal financial planning
- Projection Analysis
- Personal Insurance needs advice and implementation
- Key Man / Business Insurance
- Budgeting & Cashflow management
- Debt Management advice
- Tax Planning
- Centrelink Advice and ongoing management
- Age Care Advice
- Wealth Creation strategies
- Asset Protection Strategies
- Investment strategies
- Investment Research

- Direct Share & External Asset advice
- Salary packaging
- Pre-retirement planning
- Post-retirement planning
- Investment Governance
- Investment Research
- Entity/Group structure management
- Portfolio Management
- Managed Discretionary Account Service
- Self-managed superannuation funds
- CFO Management & Coordination of clients' affairs
- Estate Planning / Succession Planning
- Ongoing strategic advice, including portfolio review services

#### **Products**

- Provide personal and general financial product advice on; and
- Deal in by applying for, acquiring, varying, or disposing of the following financial products:
  - o Deposit products limited to basic deposit products;
  - o Debentures, stocks or bonds issued or proposed to be issued by a government;
  - Life insurance products;
  - o Managed Investment Schemes (including IDPS);
  - o Retirement Savings Account Products;
  - o Superannuation; including Self-Managed Superannuation Funds
  - o Funeral Bonds;
  - o Securities; and
  - o Margin Lending.

West End Licensee Group Pty Ltd supports your West End Group Adviser by providing access to financial product research conducted by external researchers. This assists your Adviser to select products that will help you reach your financial goals.

We will not provide advice on products not on our Approved Products List.

We will not provide advice on classes of financial products other than those detailed above.



#### Service Fees

West End Group's calculation of fees depends on the level of service appropriate to the client's needs. It has many levels of service, each providing benefits befitting the clients it is designed to serve.

Upfront fees are calculated as dependent on the level of service chosen.

All levels of service, their associated calculations for fees and the ongoing services provided are discussed in the first meeting and subsequently disclosed, before implementation of any recommendations, in the SOA.

Fees are payable in advance and will be fully explained before work is undertaken.

West End Group is paid through a combination of service fees. All payments are made directly to West End Licensee Group Pty Ltd.

When the SOA is presented, you can choose to engage West End Group to implement the recommendations at the cost disclosed in the SOA or to pay for the SOA and not proceed further. All fees are provided in writing as a part of the SOA.

#### Calculation of Service Fees

This table is an indicator of possible Fee for service:

Service	Description	Price Range
Initial consult and preparation of advice and implementation of advice.	We charge a plan preparation fee for initial strategy advice, statement of advice preparation, and implementation of the recommendations. This fee will be calculated based on the range and complexity of the advice, and these fees will be explained to you before work is undertaken.	From \$550 incl. GST
Ongoing service and advice fee	The fee for engaging us for ongoing advice and service will be proportional to the skill and knowledge required for the type of work, the degree of responsibility applicable to the work and the time required.  Ongoing service fees will be an agreed fixed price paid upfront once per annum. The agreed fixed price will be reviewed and renewed each year.  We will recommend a level of service in either our engagement letter and/or the initial Statement of Advice.	From \$1,320 incl. GST per annum.
Incidental work	If you choose not to enter an ongoing service with us but still want to engage us to fulfil your work, there will be an hourly fee. This will vary depending on who performs the work required. The minimum charge will be for 1 hour's work.  Where work is carried out, which does not fall into the normal range of services for which fees have been set, we may charge an hourly rate with a minimum charge of 1 hour.	Financial Adviser: Fee of \$352 incl. GST per hour. Administrator: Fee of \$176 incl. GST per hour.



#### Commission

Please note that in relation to the financial products or life insurance products we recommend, West End Group is eligible to receive the following terms of payment:

Period	Capped % Fee premium	Trailing Commission % of Premium where there is no increase in the benefit of the policy
From 1 January 2020	66%	22%

Note: There is a clawback of commission provisions where policies are cancelled, depending on the age of the policy. The above commissions are inclusive of GST.

#### **Alternative Remuneration**

West End Group may from time to time receive a benefit from preferred product providers by way of sponsorship of educational seminars, conferences or training days. Other benefits, such as prizes, awards and hospitality events (e.g. sporting events), may also be received. Details of benefits between \$100 and \$300 will be maintained on a Register. Benefits over \$300 are not allowed to be accepted.

You have a right to request further information concerning the remuneration, the range of amounts or rates of remuneration, and soft dollar benefits received by the licensee and authorised representative.

#### **Relationships and Associations**

Any recommendations you receive will be based on your adviser's assessment of your circumstances, needs and objectives. These factors underpin the advice you receive, but you need to appreciate from time to time that our interests, associations, relationships, and the benefits we receive may give rise to an actual or potential conflict of interest. We manage and will disclose any conflicts that we believe may influence our advice.

Your adviser may hold an interest in a financial product. Any significant interest/ownership will be recorded in a register of financial product holding, and, where appropriate, this holding will be disclosed to you in the SOA or ROA.

#### Not Independent

We are also bound to inform you that the advice provided is not independent, impartial and unbiased as our representatives may receive commissions in relation to life insurance products and other financial products. We also operate with restrictions relating to the financial products i.e. we will not provide advice on products that are not on our Approved Product List.



# Managed Discretionary Account (MDA) Service

#### Overview

West End Group Pty Ltd (AFSL 518873) is authorised to provide a Managed Discretionary Account (MDA) service. An MDA allows you to authorise us in writing to make investment decisions on your behalf within the limits of your agreed Investment Program. You do not need to approve each transaction, and you retain beneficial ownership of all investments.

## **MDA Agreement**

Before the service can commence, you will receive a Statement of Advice (SOA) and must sign a separate MDA Agreement. The MDA Agreement sets out the terms of the service, including the Investment Program, our discretions, fees, reporting and your rights. The Investment Program, which forms part of your Statement of Advice and is incorporated by reference into the MDA Agreement, sets out your investment objectives, financial situation, needs, recommended strategies, and significant risks. It is your responsibility to promptly notify us of any changes to your objectives, financial situation, or needs. Failure to do so may result in your Investment Program no longer being suitable for you.

## Investment Program (RG 179)

Your Investment Program will:

- explain why the program is suitable for you (having regard to your objectives, financial situation and needs);
- outline the investment strategy to be implemented (including target asset allocation and ranges);
- highlight the significant risks of the strategy and of using an MDA;
- be reviewed at least every 12 months, and sooner if your circumstances materially change to ensure ongoing suitability. West End will be responsible for this review and will assess ongoing suitability.

#### Scope of our discretions

By entering the MDA Agreement, you authorise us to:

- acquire, dispose of and switch financial products on the Approved Product List through the nominated platform;
- rebalance your portfolio to remain within agreed target ranges or tolerance bands;
- manage cash, contributions and distributions within the platform cash account (including maintaining cash buffers);
- exercise or decline to exercise rights attached to investments, including corporate actions, dividend reinvestment plans (DRP), rights issues, buy-backs and takeovers, consistent with the Investment Program;
- appoint or replace investment and service providers available on the platform where required to implement the Investment Program;
- determine which investments are sold to facilitate withdrawals, fees or rebalancing;



- hold sale proceeds temporarily in the platform cash account where a suitable replacement investment is not immediately available, until reinvestment is appropriate and consistent with the Investment Program;
- If you wish to provide specific instructions regarding the exercise of rights (e.g., voting proxies), please notify us in writing. We will act in accordance with your instructions where practicable and consistent with your Investment Program.

## Custody, platform and ownership

We do not hold your assets. Assets are held by the platform provider under their custodial arrangements. You retain beneficial ownership of all investments. You should read the Product Disclosure Statement (PDS) of the relevant platform for details of custody, operational processes, risks and fees.

The platform provider may change from time to time. You will be notified of any changes to the custodian or platform provider. Regardless of the platform provider, you retain beneficial ownership of all assets in your MDA Account.

Some administrative, custodial, and investment management functions are outsourced to third-party providers, including platform operators and custodians. West End Group remains responsible for the selection and ongoing monitoring of these providers.

## Reporting obligations

In accordance with ASIC requirements for MDA services, we will provide:

- quarterly reports within 30 of each quarter end, showing all transactions undertaken, details and valuation of assets and liabilities at the beginning and end of the period, and all revenue, expenses and fees;
- an annual investor statement within 3 months of financial year end, including an independent auditor's opinion and confirmation of the annual review of your Investment Program.

Electronic access to account information is available via the platform; timing of data updates is a service standard of the platform provider.

#### Fees and costs

Our MDA Manager Fee is 0.35% p.a. (including GST), calculated daily and deducted periodically from the platform cash account. This is in addition to platform administration fees, investment management costs (MERs/ICRs) and transaction costs. All fees and costs will be disclosed in your SOA and in the relevant product PDS.

Fees and costs relating to the MDA service are disclosed in accordance with Part 2 of Schedule 10 of the Corporations Regulations 2001, as if this FSG were a Product Disclosure Statement (PDS). Please refer to the attached Fee Schedule for a detailed breakdown.



Type of Fee or Cost	Amount/Fee	How and when paid
Ongoing annual fees and costs	L	
Administration fees and costs	0.35% – 0.55% p.a.	Deducted from your account monthly. Disclosed in your Statement of Advice (SOA)
Investment fees and costs	0.35% – 0.55% p.a	Deducted from your account or reflected in investment returns. Reflected in the unit price of managed funds, ETFs or models; not deducted directly from your cash account.  Disclosed in your Statement of Advice (SOA)
Transaction costs	Estimated 0.10%–0.25% p.a. (as per the PDS)	Includes brokerage on listed securities (typically 0.07%—0.11% per trade, subject to a \$20 minimum), and buy/sell spreads on managed funds (usually 0.00%—0.30%). These are not charged directly to you but are deducted from the portfolio's value. Costs vary with trading activity and are reflected in unit prices.
Member activity-related fees and o	costs	
Contribution fee	Nil	No fee is charged when you make contributions to your MDA investment.
Withdrawal fee	Nil	No fee is charged when you withdraw funds from your MDA investment.
Switching fee	Nil	No switching fees apply when rebalancing portfolios or changing investment strategy within the MDA.
Advice fees	As agreed with your adviser	These fees relate to personal financial advice and will be disclosed in your Statement of Advice (SOA) or annual Ongoing Fee Arrangement. They may be deducted from your cash account, invoiced, or paid via superannuation.
Other fees and costs	May apply (as per your SOA or agreement)	Additional costs may include implementation fees, asset consultant costs, or administration expenses. These will be clearly disclosed in your Statement of Advice or Terms of Engagement, where applicable.

## **Consumer Advisory Warning**

Did you know?; Small differences in both investment performance and fees and costs can have a substantial impact opn your long-term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for a balance of \$50,000 growing at 5% per year). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.



## **Example of Annual Fees and Costs**

The table below gives an example of how the ongoing annual fees and costs for a Balanced MDA Portfolio in a recommended platform might affect your investment over a one-year period. You can use this table to compare this MDA service with other investment products.

Example – Balanced Portfolio (MDA) *Balance of \$50,000* 

Type of Fee or Cost	Amount/Fee (Estimated)	How and When Paid			
Ongoing annual fees and costs					
Administration fees and costs	0.35% – 0.55% p.a. (\$175 – \$275)	Deducted monthly from your MDA account. Disclosed in your Statement of Advice (SOA).			
Investment fees and costs	0.35% – 0.55% p.a. (\$175 – \$275)	Reflected in the unit prices of managed funds, ETFs, or model portfolios held within your MDA. Not deducted directly from your cash account.			
Transaction costs	0.10% – 0.25% p.a. (\$50 – \$125)	Includes brokerage on listed securities (typically 0.07%–0.11% per trade, subject to a \$20 minimum), and buy/sell spreads on managed funds (normally 0.00%–0.30%). These are not charged directly to you but are deducted from the portfolio's value. Costs vary with trading activity and are reflected in unit prices. Refer to the recommended platform PDS.			
Total ongoing annual fees and costs	0.80% — 1.35% p.a. (\$400 — \$675)	Based on an investment of \$50,000, depending on your selected portfolio and turnover.			
Additional fees may apply, such as:					
Advice fees for personal advice	As agreed with your adviser	May be charged as a flat fee, a percentage, or an hourly rate. Disclosed in your Statement of Advice (SOA) or ongoing fee agreement.			
Other implementation or transaction-based costs	May apply depending on strategy	For example, upfront implementation work, asset consultant charges, or specific corporate actions. Fully disclosed where applicable.			

## Important considerations

- you retain legal ownership of all assets;
- you may cancel the MDA service at any time with written notice;
- on termination, discretionary management ceases and your assets remain in your platform account unless you instruct otherwise. You retain full control over your assets held on the platform, and you may provide instructions for their transfer or withdrawal at any time.
- we do not charge performance-based fees;
- we are required to review your Investment Program at least every 12 months.

## Risks of using an MDA

By authorising us to manage your portfolio without prior approval for each transaction, you delegate decision-making discretion within the scope of the MDA Investment Program. As with all investments, there are associated risks, including:

- market risk and the potential loss of capital;
- timing, liquidity and rebalancing risks (including delays in execution);
- platform and custodian operational risk;



mismatch risk if your circumstances change and we are not informed promptly.

We do not guarantee the return of capital, the performance of investments, or that your objectives will be achieved.

#### Your responsibilities

- provide complete and accurate information and notify us promptly of material changes;
- maintain sufficient cash to meet fees and expenses;
- for non-superannuation investment accounts: taxes, duties and government charges are your responsibility;
- for superannuation and pension accounts: taxes are applied at the fund or account level by the platform/fund administrator.

## Cooling-off

Cooling-off rights that may apply to some financial products generally do not apply to transactions undertaken under an MDA. Refer to the relevant product PDS for details.

## **Privacy**

We keep a record of your personal profile, including your investment goals, financial situation, and needs. We also record any recommendations made to you. If you want to review your file, simply ask your adviser, and they will organise for you to do so.

We are dedicated to implementing and promoting a privacy policy to safeguard your personal information's privacy and security. Please refer to the West End Licensee Group Privacy Policy for more details at www.westend.group.

## **Compensation Arrangements**

West End Licensee Group Pty Ltd maintains professional indemnity insurance to cover advice, actions and recommendations which have been provided by representatives of West End Group Pty Ltd. The insurance satisfies the requirements imposed by section 912B of the Corporations Act 2001 and related financial services regulations, such as the Australian Securities and Investments Commission's ("ASIC") Regulatory Guide 126. The Professional Indemnity insurance, subject to its terms and conditions, provides indemnity up to the Sum Insured for West End Licensee Group Pty Ltd and our representatives/employees in respect of our authorisations and obligations under our Australian Financial Services Licence. This insurance will continue to provide such coverage for any representative/employee who has ceased work with West End Licensee Group Pty Ltd for a minimum of 7 years from the date of terminating the relationship.

## What should you do if you have a complaint?

West End Group Pty Ltd is committed to providing quality advice to our clients. This commitment extends to providing accessible complaint resolution mechanisms for our clients. Details of our complaints process are available on request and are also set out in your MDA Agreement

If you have any complaints about the service provided to you, you should take the following steps:

1. Contact your adviser and tell them about your complaint. We will respond upon receipt or notification.



2. If your complaint is not satisfactorily resolved within 30 days, please call or email us. We will try and resolve your complaint quickly and fairly.

Complaints Officer West End Licensee Group Pty Ltd

Phone: (08) 9321 1111

Email: info@westendlicensee.com.au

If an issue has not been resolved to your satisfaction, you can lodge a 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 In writing to:

Email: info@afca.org.au Australian Financial Complaints Authority,

Telephone: 1800 931 678 (free call) GPO Box 3, Melbourne VIC 3001

The Australian Securities & Investments Commission (ASIC) also has a free call Infoline on 1300 300 630, which you may use to make a complaint or obtain information about your rights.

#### **Contact Details**

West End Group Pty Ltd Unit 9, 17 Foley Street, BALCATTA WA 6021 (08) 9321 1111 admin@westend.group www.westend.group West End Licensee Group Pty Ltd Unit 9, 17 Foley Street, BALCATTA WA 6021 (08) 9321 1111 info@westendlicensee.com.au