

# Financial Services Guide

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This Financial Services Guide (**FSG**) has been issued by Graystone Capital Pty Ltd ('**GC**', '**we**', '**us**', and '**our**') which holds Australian Financial Services Licence (**AFSL**) No. 245375.

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## 1. PURPOSE AND CONTENT

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This FSG provides information that will help you decide whether to use the financial services we offer. It includes the following details:

- Information about us and how we can be contacted.
- The financial services and products we offer.
- Advisor/s who may be appointed to assist you with financial services.
- How we and our associates are paid, and any interests, associations or relationships that could affect our advice.
- How we manage your information.
- How you can complain about a matter relating to us or the services we provide to you.

## 2. DOCUMENTS YOU MAY RECEIVE

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We will provide you with a number of documents as part of the provision of financial services to you, We may provide these documents to you electronically, such as to your nominated email address, unless otherwise agreed.

If you decide to obtain personal advice from us we will provide our initial advice and any significant subsequent advice to you in a written report called a Statement of Advice (**SoA**). Your SoA will set out our advice, the basis on which it is given, our fees and/or commissions, as well as information about any associations or relationships that could affect it.

It is important to note that we can only provide personal financial advice after making enquiries, and after giving consideration to your current financial situation and future requirements.

If you receive additional financial advice from us and a SoA is not provided to you, we will record details of that advice in a Record of Advice (**RoA**) document. You can request a copy of any relevant RoA documents within seven years of receiving the advice from us.

If we recommend or arrange a financial product for you, we will provide a Product Disclosure Statement (**PDS**) or Investor Directed Portfolio Service (**IDPS**) guide where relevant. These documents contain the key features of the recommended product, such as its benefits and risks as well as the costs you will pay the product provider to professionally manage that product.

You should read your advice document, the PDS or IDPS guide carefully before making any decision relating to a financial strategy or product.

### 3. OUR ADVICE AND SERVICES

We can provide you with personal and general advice about specific services and financial products listed below. We can also arrange for financial products to be issued without advice from us in certain circumstances.

Individual advisers may not be qualified to provide advice in all of the services and products noted below. At all times we will ensure the appropriate adviser is available to you to provide advice and services to help you achieve your goals.

#### Authorised financial services and products

The following table sets out the areas of advice we can help you with as well as the products and services we can arrange.

We can provide advice on:	Products and services we are authorised to advise and deal in:
<ul style="list-style-type: none"> <li>▪ Wealth creation and protection strategies.</li> <li>▪ Investment planning and advice, including strategic asset allocation and goals based investing.</li> <li>▪ Investment advice and portfolio management.</li> <li>▪ Superannuation (including SMSF) planning and advice.</li> <li>▪ Pre-retirement planning and advice.</li> <li>▪ Retirement planning and advice.</li> <li>▪ Estate planning considerations.</li> <li>▪ Centrelink and aged care planning.</li> <li>▪ Risk and insurance analysis.</li> <li>▪ Business succession planning and advice.</li> <li>▪ Salary packaging advice.</li> <li>▪ Lending solutions and gearing strategies.</li> <li>▪ Inter-generational wealth transfer facilitation.</li> <li>▪ Philanthropic advice and management.</li> <li>▪ Regular review of your strategies, objectives, investments, loans and insurance.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Managed investments, including Investor Directed Portfolio Services (<b>IDPS</b>)</li> <li>▪ Securities, including listed equities, hybrids and investment companies.</li> <li>▪ Superannuation.</li> <li>▪ Retirement savings account products.</li> <li>▪ Managed Discretionary Account (<b>MDA</b>) services.</li> <li>▪ Deposit products – basic and non-basic deposit products, for example term deposits and cash management accounts.</li> <li>▪ Derivatives.</li> <li>▪ Government debentures, stocks or bonds.</li> <li>▪ Investment life insurance products.</li> <li>▪ Investment life risk products.</li> <li>▪ Standard margin lending facilities.</li> </ul>

Our advisers have access to a wide range of financial products and services which have been researched and approved by us. We maintain an approved products and services list, from a diversified selection of Australian and International fund providers.

In some cases, advisers and other persons authorised to provide services on our behalf are only authorised to provide a certain range of services. In these circumstances, it is important to review any restrictions to the authority issued to the representative (a copy of which is available on request).

#### Risk disclosure

As part of the provision of financial product advice, we will explain to you any significant risks relating to financial products and strategies which we recommend to you. You should ask us to explain those risks to you if you do not understand them.

#### MDA services

A MDA service means that your investment portfolio will be managed by GC, as the MDA operator, on a discretionary basis, in accordance with an investment program prepared for you. Our MDA service is also known as an Individually Managed Account (**IMA**) as you retain direct title to all assets within your portfolio, i.e. there is no custodian holding assets on your behalf.

You must enter into an MDA Agreement before we can provide MDA services to you. The MDA Agreement will provide us with a limited power of attorney to make decisions in relation to your portfolio on your behalf and without consulting you. You are able to terminate the MDA Agreement on 30 days notice. The MDA Agreement also provides you with additional termination rights.

The MDA Agreement will include an investment program. There are significant risks associated with using an MDA service which will be outlined in the investment program. The investment program will include information about the following:

- The investment strategy.
- The nature and scope of the discretions we will be authorised and required to exercise under the MDA agreement.

- Significant risks associated with the provision of the MDA service.
- The basis on which we consider the MDA service is suitable for you.
- Warnings that the MDA service or the investment program may not be suitable to you if you have provided us with limited or inaccurate information regarding your relevant personal circumstances. It will also specify that the MDA service may cease to be suitable for you if your relevant personal circumstances change. It is important to note that your adviser can only make recommendations based on the information provided by you.

Your adviser will conduct a review of the investment program annually, which will take into account your personal circumstances, however a change in your personal circumstances may mean an earlier review is required.

## 4. YOUR RELATIONSHIP WITH US

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### Your adviser

Your adviser will be a representative of GC.

### Responsibility for the financial services provided

GC is responsible for the financial services we and our representatives provide to you. If you are an existing or new client of GC, any financial services provided to you are provided by GC acting in its own capacity.

### Giving us instructions

You can give us instructions by telephone, fax, email or other means as agreed with us. Some financial products have their own rules about how to give instructions. Please refer to the PDS of the relevant product for those details.

We will work with you to agree what advice and services we will provide you and when and how often we will provide them.

Where you agree to annual advice and services, the details will be documented and provided to you in an annual advice or service agreement. This includes the frequency of contact between us, service standards that may apply, any annual fee arrangements and how the agreement can be terminated. If at any time you wish to terminate your relationship with us, please contact us using the details shown in this FSG.

### Providing information to us

It is important that we understand your circumstances and goals, so that we can provide you with appropriate advice and services. You have the right not to provide us with any personal information. Should you choose to withhold information, or if information you provide is incomplete or inaccurate, the advice or services we provide you may not be appropriate for you.

It is also important that you keep us up to date by informing us of any changes to your circumstances so we are able to determine if our advice continues to be appropriate.

### Tax implications of our advice

We will not consider any other tax matters in our advice to you. Where tax implications are discussed they are incidental to our recommendations and only included as an illustration to help you decide whether to implement our advice. You are responsible for obtaining your own taxation advice.

### Transaction services

We can arrange to complete transactions for you on limited types of financial products where we can take your instructions and arrange for the transaction to be completed, without providing personal advice to you. If you wish to proceed without our personal advice, we will ask you to confirm your instructions, which will be documented in writing. We will keep a record of this documentation for seven years. You may request a copy of such records by contacting our office during that period.

### Relationships and associations

It is important that you are aware of the relationships that GC has with providers of financial services and products as they could be seen to influence the advice you receive.

GC is privately owned and is not affiliated with any providers of financial products. GC and Odin Financial Pty Ltd (an authorised representative of GC) are related bodies corporate with the same ownership.

Neither GC nor any related body corporate have any relationships or association with any product issuer that could be expected to influence us in the provision of financial services to you.

In some situations, clients are referred to us by someone else. If this occurs, and we pay a fee or commission in relation to that referral, we will tell you who will receive that fee or commission, and the possible amount.

## 5. REMUNERATION

Before we provide any services we will agree with you how we get paid. We offer a variety of service levels and fee structures that can be tailored to suit your individual circumstances. Fees may comprise one, or a combination, of the following:

- Fee for advice – your adviser may charge fees for the preparation and implementation of our advice. These fees will be based on your individual circumstances, the complexity of your situation and the time it takes to prepare personal financial advice for you.
- Adviser service fee – your adviser may charge a fee for the provision of services that may include an annual review and/or a portfolio review. This fee will be either a set amount, or based on the amount of funds under our advice, and/or the time involved in reviewing your portfolio.

We will discuss these fees with you prior to giving you the advice.

We will provide details to you about our fees and any payments made to us by product issuers when we provide our advice to you. We will also explain the fees associated with a particular product or service we recommend. You have the right to request further information about the remuneration we receive, so if there is anything that is unclear or if you require more information about the service levels we offer, please contact your adviser.

### Examples of fees (inclusive of GST)

<b>Preparation of an initial SOA</b>	<p>From \$1,650.</p> <p>Your adviser may charge fees for the preparation and implementation of our advice. These fees will be based on your individual circumstances, the complexity of your situation and the time it takes to prepare personal financial advice for you.</p>
<b>Annual fee for service</b>	<p>Up to 2.2% of portfolio value.</p> <p>Your adviser may charge a fee for the provision of services that may include an annual review and/or a portfolio review. This fee will be either a set amount based on the time involved and complexity in reviewing your portfolio, or a percentage fee based on the amount of funds under our advice.</p>
<b>Fees for share and derivatives transactions</b>	<p>Up to 2.2% of the transaction value, subject to a minimum brokerage fee of \$100 (plus GST).</p> <p>We will tell you what brokerage fees will be incurred for share transactions.</p> <p>We may receive placement fees if you participate in initial public offers (IPOs), placement or other capital raisings. Any such fees will be disclosed at the time but will generally range between 0% and 3.0% of the value of the securities. These fees will not be an additional cost to you.</p>
<b>Commission for life risk insurance products</b>	<p>We may receive an initial commission of up to 130% of the premium paid from the life insurance company for risk insurance products that you purchase and we may also receive an ongoing commission up to 40% of the annual premium paid when you renew your policy. This commission is taken out of the premium that you pay and is not a separate charge to you. Applicable risk insurance commissions will be detailed in your SOA. All commission rates will be disclosed at the time the advice is provided.</p>
<b>Other</b>	<p>We may receive commissions or rebates for services referred or brokered for other services and these will be disclosed to you at the time of the advice or referral.</p>

### Other benefits

We may receive indirect benefits from product issuers for the services we provide you in relation to their products. This may include non-monetary benefits that are valued at less than \$300, for example business lunches, tickets to sporting or cultural events, corporate promotional merchandise and other minor benefits. We keep a register of non-monetary benefits we receive. You can see a copy of this register by asking us. Any other benefits we receive will be disclosed in our written advice.

### Rebates

If an agreed advice fee is charged, then we may rebate all or some of the commission to you.

### Referrals

In some situations, clients are referred to us by someone else. If this occurs, and we pay a fee or commission in relation to that referral, we will tell you who will receive that fee or commission, and the possible amount.

### Other costs

Where other costs are incurred in the process of providing our advice and services to you, you will be liable for these costs. However, we will agree all additional costs with you prior to incurring them.

### Payment methods

We offer you the following payment options for payment of our fees:

- EFT (electronic transfer).
- Cheque.
- Deduction from your investment (subject to the advice and service provided).

All fees and commissions will be paid directly to GC.

## 6. COMPLAINTS AND DISPUTE RESOLUTION

We are committed to providing you with the highest standards of client service.

If, at any time, you are not satisfied with the advice we provide you receive, or any other aspect of the service provided by your adviser, you should take the following steps:

- Contact your adviser and tell them about your complaint.
- If your complaint is not satisfactorily resolved within five business days, please put your complaint in writing and send it to:

Complaints Officer  
Graystone Capital Pty Ltd

Level 8, 757 Ann Street  
Fortitude Valley, Queensland 4006

T: +61 7 3667 8817

E: [info@odinfinancial.com.au](mailto:info@odinfinancial.com.au)

We shall endeavour to resolve your complaint quickly and fairly. We will provide you with a decision in respect to your complaint within 45 days of us receiving it.

In some circumstances it may not be possible for us to completely resolve a complaint within the 45 days. If you do not agree with our decision in respect of your complaint or are otherwise unsatisfied with our response after the 45-day period, you may escalate your complaint to one of the following External Dispute Resolution Schemes listed below.

- Issues relating to financial advice, investments, superannuation, insurance matters, or credit matters:
 

<b>Australian Financial Complaints Authority</b>
GPO Box 3 Melbourne VIC 3001
T: 1800 931 678
E: <a href="mailto:info@afca.org.au">info@afca.org.au</a>
<a href="http://www.afca.org.au">www.afca.org.au</a>
  
- Issue relating to your personal information:
 

<b>The Privacy Commissioner</b>
GPO Box 5218 Sydney NSW 2001
T: 1300 363 992
E: <a href="mailto:privacy@privacy.gov.au">privacy@privacy.gov.au</a>
<a href="http://www.privacy.gov.au">www.privacy.gov.au</a>

You may also contact the Australian Securities & Investments Commission (**ASIC**) on free call info line 1300 300 630 to make a complaint and obtain information about your rights.

### Professional indemnity insurance

GC is covered by professional indemnity insurance and this satisfies the requirements imposed by the *Corporations Act 2001 (Cth)*. The insurance covers claims arising from the actions of our employees or representatives.

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## 7. PERSONAL INFORMATION

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We recognise the importance of protecting your privacy and personal information. Your personal information will be handled in accordance with our privacy policy, which outlines how the information we collect from you is used, stored and disclosed.

We will collect your personal information from the information you provide us, such as through questionnaires or correspondence with your financial adviser.

### **How we use your personal information**

The main reason we collect, use and/or disclose your personal information, is to provide you with the products and services that you request. This may also include the following related purposes:

- to help your financial adviser provide you with financial advice and services in relation to your financial products;
- to facilitate internal administration, accounting, research, risk management, compliance and evaluation of GC services;
- to establish and maintain insurance protection that you may request;
- to provide you with information about other products and services that we or other members of the GC group offer that may interest you.

We may also disclose your information to external parties some of whom act on your or our behalf. These parties may include:

- your financial adviser;
- banks or other financial institutions;
- insurers and reinsurers and their claims agents and assessors;
- product providers;
- mail houses;
- other companies within the GC group.

We are also permitted to collect and disclose your personal information when required or authorised to do so by law.

As a financial service provider, we are obligated to verify your identity and the source of your funds. Accordingly, we will ask you to provide identification documents, such as your passport and driver's licence, which will be held on file. We may also check your identity with document issuers, official record holders or other electronic data sources via third party systems which may involve disclosure of your personal information.

If you do not provide the personal information requested, we may not be able to provide you with the financial services you require.

### **Accessing and correcting your personal information**

If you have concerns about the accuracy and completeness of the information we hold about you, you may request access to your personal information by contacting us.

Depending upon the nature of the request, we may charge you the reasonable costs of providing you any information you have requested.

You can obtain a copy of our privacy policy from your adviser, from our website or by asking us.