

FINANCIAL SERVICES GUIDE (FSG)

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PRIVACY POLICY

As best practice we offer this guide to clients, which helps to educate, protect and promote honesty and fairness in the industry in which we operate.

This guide is designed to assist you in finding out a little more about our business, and contains information on the services that we provide and how we charge for these services, information regarding procedures and our privacy policy.

Helping you... Make More Money, Pay Less Tax and Build Wealth

We are a firm dedicated to doing just that.....a team of professional accountants, bookkeepers, financial planners and mortgage brokers, rich with ideas. We work with small business or investors anywhere in Australia who are looking for direction and focus and who want to minimise risks, maximise returns and save time and money.

Our in-house professional advisers work with you to develop a complete and integrated financial solution without the complications and confusion of dealing with a multitude of advisers scattered at different locations, all with different views on what you should do.



Concepts & Results Group A B N 7 0 0 0 6 6 2 6 2 3 1

Alltrades Bookkeeping | Results Home Loans | C & R Financial Management

612 Warrigal Road, East Malvern, Victoria
PO Box 61, Holmesglen, Victoria 3148

Telephone 9 5 6 9 5 6 7 6

Email: concepts@cr.com.au Internet: www.cr.com.au

FINANCIAL SERVICES GUIDE (FSG)

Professional Memberships

At all times we will conduct ourselves in accordance with the standards and ethical requirements as set down by the professional bodies with which we are members of or associated with:

- Certified Practising Accountants of Australia (CPA) Membership No 1413150
- National Tax & Accountants Association Ltd (NTAA) Member No 31186
- Tax Agents Board Agent No 54490004

Concepts & Results Pty Ltd subsidiary companies C& R Financial Management Pty Ltd and Results Home Loans Pty Ltd also hold additional Professional Memberships to:

- Financial Planning Association of Australia (FPA) Member No 31638
- The SMSF Professionals Association of Australia (SPAA) Member No 11865
- Mortgage & Finance Association of Australia (MFAA) Member No 3474
- Credit Ombudsman Service (COSL) Member No 405286

As part of the quality assurance program which is conducted to ensure that you always receive a high standard of quality, our files may be subject to review as part of the quality review programs of CPA Australia, Choice Australia and other governing bodies. These bodies monitor compliance with professional standards. We advise that your files relating to this engagement may be made available under these programs. Should this occur, we will of course advise you prior to the event.

Licensing

C & R Financial Management Pty Ltd is a Corporate Representative No: 235513 of Interprac Financial Planning Pty Ltd ABN 14 076 093 680 AFSL No: 246638, and **Phillip Scandizzo** is an Authorised Representative No: 236524 of Interprac Financial Planning Pty Ltd ABN 14 076 093 680 AFSL No: 246638. Results Home Loans Pty Ltd is a corporate credit representative (397471) and Nadia Davison is a Credit Representative (497832) of BLSSA Pty Ltd ABN 69 117 651 760 (Australian Credit Licence 391237)

Statement of Advice

It is our policy when you come and see one of the team at Concepts & Results Group and you request specific advice on any of our services that you are given that advice in writing. We do this so that you have the assurance that the possible strategies and recommendations that we have provided you will be specific to your particular circumstances and are appropriate for you. The Statement of Advice will also provide information on the amount of any fees payable in respect of the strategies recommended or implemented for you in connection with the advice.

Communications

We will send all communications to the address or email you nominate. We may also request electronic signatures on some documents which will be emailed to you via DocuSign, Xero or Adobe. Therefore, it is essential you keep all contact and address details current. Electronically transmitted information may not appear in the same format in which it is sent, can be copied and edited, and may contain computer viruses. To the extent permitted by law, we are not liable for any loss or damage if this occurs. Please let us know if you do not want us to communicate electronically with you.

Our Work For You

To provide you with the financial services you require, we need you to give us clear and complete instructions. In providing our advice we rely on all instructions and information (both written and oral) provided by you. Often, we need to make assumptions in order to provide our advice. Please review carefully any assumptions, and let us know immediately if any are incorrect or inappropriate, or if you think we have misunderstood your instructions.

Our advice can be relied on only by you, unless we agree in writing otherwise.

Engaging our Services, Your Files & Records

Instructions received by Concepts & Results Group from you for the supply of services shall constitute acceptance and agreement for payment of all invoices issued. If due to circumstances beyond our control we are not able to deliver the services promptly or by the due date, we will not be liable for any loss or penalties incurred. On completion of any services Concepts & Results Group will return your original documents but retain electronic copies for a period of seven (7) years after which the documents will be destroyed. Company, Trust and Self Managed Superannuation Fund registers will be maintained indefinitely.

New clients – Linking to our Tax Agent Portal

Registered agents have digital access to their clients' tax information and the functionality to lodge returns and forms through the ATO's online services. Client-to-agent linking was introduced to strengthen the security of these online services. Client-to-agent linking also helps protect a client's information (e.g., from identity theft) by requiring them to securely nominate a registered agent using the ATO's online platform, *Online services for business*.

The Australian Taxation Office (ATO) require taxpayers with an Australian Business Number (ABN), excluding sole traders to nominate a registered tax agent via '**Client-to-agent linking**'. If you are appointing Concepts & Results as your Tax Agent you will need to take certain steps to authorise Concepts & Results to act as your tax agent/BAS agent/payroll service provider.

You must complete the process to nominate Concepts & Results Pty Ltd as your authorised agent via your Online Services for Business using an appropriately authorized myGovID.

For more information on appointing a Registered Tax Agent you can contact the ATO on 13 28 66 or visit www.ato.gov.au/Business/Bus/Agent-nomination-process/.

New Clients - Identity Check

Before taking on a new client, we are required by law to do an Identity Check. At Concepts & Results we use BGL360 software to do the identity check. The identity check not only verifies your identity, but also identifies whether you are a politically exposed person (PEP). We are not required to sight or store your identity documents. The Identity verification is done online via a secure link. You will receive a separate email via BGL360 to complete the identification check.

Non Compliance with Laws or Regulations

Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we may, as part of our responsibilities as a Member in Public Practice, take steps and actions as set out in Section 225 of the Code, "Responding to Non-Compliance with Laws and Regulations". These include but are not limited to the following. During the course of our engagement, if we identify or suspect that non-compliance with laws or regulations has occurred or may occur, which may have a direct effect on material amounts or disclosures in the financial statements or compliance with which may be fundamental to the operating aspects of your business, and ability to continue its business or to avoid material penalty, we will discuss the matter with the appropriate level of management, those charged with governance or the internal auditor, as appropriate, to enable you to rectify, remediate or mitigate the consequences of the identified or suspected non-compliance or deter the commission of the non-compliance where it has not yet occurred. We will consider whether to communicate the non-compliance or suspected non-compliance with your external auditor, unless prohibited by law or regulation. We will also consider, based on materiality and/or significance of the matter, whether further action is needed in the public interest. Further action may include disclosing the matter to an appropriate authority even when there is no legal or regulatory requirement to do so or withdrawing from the engagement and the professional relationship where permitted by law or regulation. Where appropriate we will inform you of our intention to disclose the matter to an appropriate authority before disclosing the matter. However, if we have reason to believe that the actual or intended conduct would constitute an imminent breach of a law or regulation that would cause substantial harm to investors, creditors, employees or the general public, we may immediately disclose the matter to an appropriate authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation

Your Responsibilities

You are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to you is only an opinion based on our knowledge of your particular circumstances. You or your staff are responsible for maintaining and regularly balancing all books of accounts, and the maintenance of an adequate accounting and internal control system. You have obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is your responsibility to keep those records for five (5) years.

You are responsible for ensuring that your business activities are conducted in accordance with laws and regulations. You are also responsible for identifying and addressing any non-compliance by your business, by an individual charged with governance of the entity, by a member of management, or by other individuals working for or under your direction.

A taxpayer is responsible under self-assessment to keep full and proper records in order to facilitate the preparation of a correct return. Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do the private ruling is ineffective.

If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

Failure to keep appropriate records on tax claims may involve imposition of penalties and interest, including not maintaining the appropriate records and documents for up to five years. Where those assessments submitted later found to be incorrect, the Commissioner may amend your income tax assessments. In addition to any tax assessed, you may be liable for penalties and interest charges.

Outsourced Services

Since 2015 the Concepts & Results group have had a team of accountants based in Eastwood, Manilla, Vietnam, that are part of, work alongside, and are supervised by our senior team members. This team only work for the Concepts & Results Group. Their working environment and security is of the highest standard and constantly monitored by our provider Frontline Accounting.

Auditing of our SMSF's is conducted by Mussarut Mirza, Just SMSF Audits, Brighton and Abraham Lester, Caulfield South.

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described. Where the outsourced service requires the disclosure of personal information to an overseas recipient a consequence of your consent is that Concepts & Results Group will be required to take reasonable steps to ensure that the Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

Services Available to You

- Tax advice and planning
- Using the right tax structures
- Tax preparation services
- BAS preparation
- Bookkeeping services
- Business management services
- Salary packaging
- Strategic planning for wealth creation
- Insurance Review & Recommendation
- Investment Loans
- Debt reduction programs
- Personal Loans
- Car and Equipment Loans
- Loans Review
- Residential property investments
- Commercial property investments
- Estate Planning

Scope of Engagement

Preparation of Tax Returns and Compliance Work may include:

- Reconciliation of all Business & Payroll accounts
- Reconciliation of Debtors & Creditors Ledger
- Data Integrity Audit to ensure correct postings to ledger accounts & recording of GST
- Depreciation adjustments, calculations and journals
- Hire Purchase calculations and journals
- Reconciliation of all loan accounts
- Reconciliation of work cover, payroll tax, etc
- Checking and/or preparing all reconciliations, worksheets and other adjusting journals
- Reconciliation of GST, PAYG and Company tax instalments
- Final tax calculations and adjustments including PAYG, GST, Company Tax
- Preparation of franking account
- Draft and prepare financial statements including Directors Declaration and Directors Report
- Preparation of all associated Notices, Minute of Meetings and other statutory reports and resolutions
- Attendance at meetings as required
- Preparation & lodgement of Income Tax Return/s

Preparation of Quarterly Business Activity Statement for Company may include:

- Reconciliation of all Business & Payroll accounts
- Reconciliation of Debtors & Creditors Ledgers
- Data Integrity Audit to ensure correct postings to ledger accounts & recording of GST

Please Note: Quarterly BAS completion does not include input of receipts and payments. (If the accounts require an initial set up on an accounting software there will be a once off charge)

Bookkeeping:

- Reconciling of monthly transactions
- Liaise with yourself in regard to any transactions that we require more clarification of to ensure accurate processing
- Checking of all subcontractor ABN registrations to ensure correct treatment of GST
- Preparation and lodgement superannuation
- Preparation and lodgement of quarterly BAS & Monthly IAS reporting
- Financial Statement reporting
- Payroll processing including all ATO Payroll Requirements
- Preparation of Annual Workcover Reconciliation
- Other Bookkeeping needs specific to client needs.

FBT Returns may include:

- Calculation and preparation of Fringe Benefit Liability
- Preparation of Minutes for Signing
- Lodgement of Return when required

Secretarial Services may include:

- Set up of structures
- Act as agent for ASIC generated documentation
- Attendance to changes to company, trust and/or SMSF
- Maintenance of registers
- Business name applications and transfers

Note: The services provided by this practice incorporate the requirements of APES305 and the Tax Agents Services Act.

Our Financial Costs

Our financial costs will be charged on a Fixed Service Agreement (FSA) to incorporate all accounting, taxation, bookkeeping and secretarial compliance work. We use an up front fixed-price billing structure for all our clients. Once you have agreed to and signed our FSA, you receive one monthly invoice, with payments automatically debited via Ezidebit. The FSA ensures transparency and simplifies the billing process, also giving added value of comprehensive support without the hassle of ad hoc invoices throughout the year.

Our Fixed Services agreement (FSA) is based on the current known work and level of activity of the entity/s. Any major changes to this level of activity that may impact the resources needed to deliver on the financial services listed within the agreement, will be brought to your attention and may require revision of the agreement. Enquiries or requests that result in "out of scope" work will be quoted separately to your FSA prior to the work being commenced.

Out of scope work not included in the FSA will be charged at the rate of \$300 to \$500 per hour plus GST.

Payment Terms

All fees are payable direct to Concepts & Results Group. Our terms are strictly payment within 7 days of issue of invoice. Our preferred method of payment is Ezidebit, however we also accept Paypal, Credit Card, Direct Debit (EFT), Eftpos, or cash. We can also arrange an authority to directly debit our fees from your tax refund if applicable. In all cases, payment for the services provided will be fully disclosed to you at the time of any personal financial advice or when executing a transaction on your behalf. If you have any queries regarding the work performed and presented, you need to put these in writing **within 3 business days** of receiving your financial information.

Concepts & Results Group reserves the right not to lodge tax returns (where applicable) until such time as payment for the preparation of the same has been received in full except where it is expressly agreed between the parties in writing that Concepts & Results Group may deduct from a tax refund (prior to forwarding the balance to the client) any monies due to them for the preparation of the tax return.

If any account remains unpaid, or you do not pay money in advance that we have requested, we may stop work until we are paid, and we may exercise our common law right to retain your documents until our account is paid. If the account continues to remain unpaid, we may cease to act for you. More information about what happens if we cease to act for you is set out in section 'Ending Our Engagement'. If payment is not received within a reasonable time, we reserve the right to engage the services of a debt collection agency and any costs incurred will be added to the outstanding amount.

Ezidebit

Concepts & Results Group provides an automated invoice payment system via Ezidebit. Once you complete and sign an Ezidebit Customer Form nominating your default payment account, payment of our invoices will be automatically paid from your nominated account on the agreed due date.

Trust Money

If we receive money into our trust account on your behalf (in respect of any file/matter), you authorise us to withdraw that money, as well as any other trust money we hold for you on account of our costs, for the purpose of paying our financial costs as they arise (in respect of any file/ matter).

You may revoke your authority by giving us seven days' notice in writing. However, in this case, we may still withdraw money held on your behalf for our costs that were accrued up to the expiry of the notice period. If we received money to be paid to a third party, we will forward that money to the third party unless you instruct us to do otherwise.

Indirect payment for Services

Concepts & Results Group may receive fees from property developers on developments that it recommends for investment clients. As a result, Concepts & Results Group do not charge clients any research fee when we recommend such properties.

Concepts & Results Group also offers financial planning services to clients via our subsidiary company, C&R Financial Management Pty Ltd which is an authorised representative of Interprac Financial Planning Pty Ltd AFS Licence Number 246638. The services and fees provided by this company are fully disclosed in the Interprac Financial Planning Pty Ltd Financial Services Guide (FSG) which is available on our web page – www.cr.com.au

Concepts & Results Group also offers the service of loan applications to clients via our subsidiary company, Results Home Loans Pty Ltd. This company receives fees from banks and other lenders on loans over \$50,000 that it recommends for clients. As a result, Results Home Loans do not charge clients any research fee for loans recommended, or for time taken when putting together, and lodgement of a loan application.

Referral Fees

Concepts & Results and its advisers work closely with many professional people and organisations such as other accountants and solicitors. Where we receive referrals from these sources, they may be paid a referral fee for the income we receive for developing and implementing our advice. Referral fees are not a separate charge to you, they are paid from the fees received by Concepts & Results Group.

Communications with Other Advisors, etc

From time to time your matter may require us to communicate with your other advisors, such as your lawyer. You agree that we may do so and communicate to them, as appropriate, confidential and privileged material as well as accounts.

Intellectual Property

We own the copyright and all other intellectual right in everything we create in connection with your matter. Unless we agree otherwise, what we create may be used by you only for the matter which we created it.

Ending Our Engagement

You may end our retainer and the Fixed Service Agreement by written notice to us at any time.

We may end our retainer and Fixed Service Agreement if circumstances arise (such as a conflict of interest) that make it impossible or inappropriate for us to continue to act for you. If this happens, we will notify you immediately.

The Fixed Service Agreement is based on the work performed for you during the 12 months. If the FSA is cancelled or your circumstances change, then the amount of work incurred in relation to your fixed price will be calculated. This may mean that you do not continue paying monthly fees, or that you will be required to pay a lump sum for services already provided but not paid for.

.If we cease to act for you:

- We will not incur any liability as a result;
- We will remove our names from your records with the ATO and ASIC;
- You will receive a final account, which will include all outstanding fees;
- You will be required to pay our costs up until the date we ceased to act for you; and
- We may retain your documents until we are paid.

We provide our clients with copies of all documents prepared on their behalf. If we are required to collate and provide additional copies of information previously provided, a fee of \$300 plus GST will be charged. This fee will be required to be paid before provision of the documents.

Quality Control

Concepts & Results Group are committed to providing quality financial services in an efficient and honest manner. We value your feedback and if you are not completely satisfied with the service that you have been provided we encourage you to:

1. Contact your adviser directly to discuss the issue and to seek a resolution
2. If the complaint cannot be resolved by talking to your adviser, you should then contact Concepts & Results Group directly by writing to:

Clients Relations Officer
Concepts & Results Group
PO Box 61, Holmesglen Vic 3148
Phone: (03) 9569 5676 Email: concepts@cr.com.au

Outsourced Services

Privacy Policy

Our Commitment

The privacy of your personal information has always been important to us at the Concepts & Results Group. The Group is Concepts & Results Pty Ltd, C&R Financial Management Pty Ltd, Results Home Loans Pty Ltd and Alltrades Bookkeeping.

We are committed to the importance of protecting your personal information and recognize the trust placed in us when you supply your personal information to us.

We are bound by the Australian Privacy Principles (APPs) in the way we handle personal information. To comply with the APPs and in recognition of your trust in us, we have implemented a Privacy Policy. This policy explains how we handle personal information relating to our clients.

This policy deals with the collection, use and disclosure of personal information as well as access to personal information and security issues.

Collection of Personal Information

The type of personal information that we collect about you depends on the details needed to complete the service that you have engaged us for, including:

- Accounting and taxation services such as preparation of returns, financial statements, special purpose reports and related products or services
- Banking and finance products or services such as loans, leasing, hire purchase and related products or services
- Financial planning, broking services or investment products such as managed funds, investment services, superannuation funds, investment bonds, retirement savings and related products or services
- Life insurance products
- Strategic planning
- Any other relevant financial information

Generally speaking, the purpose of collection and information you need to provide will be conveyed to you at the time of collection. If you choose not to provide personal information requested, we may not be able to provide you with the service you require. We may also collect your personal information for the purpose of letting you know about products or services from across the group that might better service your financial and lifestyle needs.

Sometimes, people share information with us we haven't sought out (referred to as '**unsolicited information**'). Where we receive unsolicited personal information about you, we will check whether that information is reasonably necessary for our functions or activities. If it is, we'll handle this information in the same way we do with other information we seek from you. If not, we'll ensure we do the right thing and destroy or de-identify it.

When we receive personal information, we will take reasonable steps to notify you how and why we collected your information, who we may disclose it to and outline how you can access it, seek correction of it or make a complaint.

What personal information do we collect and hold?

The types of information that we collect and hold about you could include:

- ID information such as your name, postal or email address, telephone numbers, and date of birth;
- other contact details such as social media handles;
- financial details such as your tax file number;
- bank account details, credit card details;
- some sensitive information in relation to your personal circumstances, eg health matters; and
- other information we think is necessary.

Use/disclosure of personal information

Your personal information may be used in order to:

- Provide the products and services you have requested
- Provide information to ensure compliance to governing bodies
- Provide you with access to, and information about, a range of current and future service offerings
- Provide information, including sensitive information, to other organisations to enable them to provide you with services you may have requested
- Administer and manage service offerings, including charging, billing and collecting debts
- Research and develop our services
- Gain an understanding of your information and communication needs in order to provide you with a better service.

When we disclose personal information

In order to meet your specific needs we may disclose your personal information to other organisations.


The relevant third parties are those:

- Involved in providing, managing or administering your product or service
- Involved in maintaining reviewing or developing your business systems and infrastructure
- Government and regulatory authorities and other organisations as required or authorised by law
- Involved in corporate re-organisation
- Involved in the payments system including financial institutions, merchants, etc
- Other professional bodies as represented by you
- Group organisations as stated previously
- Where you have given your consent

We are not likely to disclose your information to organisations overseas. However, we may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held.

Data Quality

The Concepts & Results Group takes all reasonable precautions to ensure that your personal information is accurate, complete and up-to-date. However, the accuracy of that information depends to a large extent on the information you provide.



We recommend that you let us know if there are any errors in your personal information and keep us up-to-date with any changes to your information. Any corrections to your personal information will be implemented as soon as practicable.

Data Security

We will take all reasonable steps to make sure that your personal information is protected from misuse, loss, unauthorised access, modification or disclosure. The Concepts & Results team is trained to treat client information with the utmost confidentiality. We'll only keep your information for as long as we require it for our purposes. We may be required to keep some of your information for certain periods of time under law. When we no longer require your information, we'll ensure that your information is destroyed or de-identified.

If we believe there has been some unauthorised access to our business where information has been compromised or stolen, we will prepare a statement about the data breach and send it to the Office of the Australian Information Commissioner (OAIC). We will notify impacted clients about the incident and how they should respond, and publish a statement on our website and social media platforms.

Accessing Your Information

You will be able to access any of your personal information by contacting our office. Upon request in writing (for security reasons) we will provide you with access to your personal information within 30 days.

We're not always required to give you access to your personal information. Some of the situations where we don't have to give you access include when:

- we believe there is a threat to life or public safety;
- there is an unreasonable impact on other individuals;
- the request is frivolous;
- the information wouldn't be ordinarily accessible because of legal proceedings;
- it would prejudice negotiations with you;
- it would be unlawful;
- it would jeopardise taking action against serious misconduct by you;
- it would be likely to harm the activities of an enforcement body (e.g. the police); or
- it would harm the confidentiality of our commercial information.

If we can't provide your information in the way you've requested, we will tell you why in writing. If you have concerns, you can complain.

How do you make a complaint?

If you have a complaint about how we handle your personal information, we want to hear from you. You are always welcome to contact us.

You can contact us directly by writing to:

Phillip Scandizzo
Concepts & Results Group
PO Box 61, Holmesglen Vic 3148
Phone: (03) 9569 5676 Email: concepts@cr.com.au

We are committed to resolving your complaint and doing the right thing by our clients. Most complaints are resolved quickly, and you should hear from us within five business days. If you are not satisfied, you may take your complaint directly to the Office of the Australian Information Commissioner.

Online: www.oaic.gov.au/privacy-law
Online: https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=APC_PC&tmFormVersion

Phone: 1300 363 992
Fax: 02 6123 5145
Mail: GPO Box 5288 Sydney NSW 2001

Contact Us

We care about your privacy. Please contact us if you have any questions or comments about our Financial Services Guide and/or Privacy Policy and procedures. We welcome your feedback.

You can contact us via mail, telephone or email as detailed on the first page.