



# FINANCIAL SERVICES GUIDE

OUR GUIDE TO ASSISTING YOU WITH YOUR FINANCIAL NEEDS

Vinarc Pty Ltd  
ABN 92 609 798 683  
Level 17, Angel Place, 123 Pitt St, Sydney NSW 2000  
Phone: 0408 155 140

Version 9 | 26 February 2024

## LET US GUIDE YOU

The purpose of this Financial Services Guide (FSG) is to help you make an informed decision about the services we offer and whether they are appropriate to meet your needs. This FSG provides you with important information on how to engage with one of our Advisers.

This FSG should be read in conjunction with the Adviser Profile and covers the following:

- Information about Vinarc Pty Ltd as a licensee
- Details on how you may instruct your Adviser
- Who will be responsible for providing the financial services
- Details of the financial services and/or products Vinarc Pty Ltd can provide
- The documents you may receive
- Remuneration received by your Adviser
- Other forms of remuneration or benefits
- Privacy (i.e., collection and handling of your personal information)
- The complaints procedure
- Compensation arrangements in place

Please take the time to review this document before engaging our services.

Throughout this FSG, Vinarc Pty Ltd is referred to as "we", "us", "our" or any variations. The term "Adviser" refers to Vinarc Pty Ltd's authorised representatives.

### STATEMENT OF NON-INDEPENDENCE

Vinarc Pty Ltd and its Authorised Representatives, for the purposes of s923A of the Corporations Act 2001 (Cth), are unable to call ourselves "independent", "unbiased" or "impartial" or a variation of these such as "Independently owned" as we receive commission payments when we recommend you purchase life insurance products eg. Income protection.

Vinarc Pty Ltd (ABN 92 609 798 683), is an Australian Financial Services Licensee (AFSL 484 222).

Distribution of the Financial Services Guide (version 9) by the providing entity has been authorised by Vinarc Pty Ltd. Authorisation date: 26 February 2024

## WHAT WE CAN PROVIDE

Vinarc Pty Ltd is licensed to provide financial product advice on the following services:

- Financial Planning
- Investments
- Superannuation
- Retirement Planning
- Estate Planning
- Cash Management Trusts
- Gearing Strategies
- Social Security
- Wealth Creation
- Debt Management
- Life and Disability Insurance

We can advise in the following products:

- Deposit products (including basic deposit and payment products other than basic deposit products)
- Debentures, stocks or bonds issued or proposed to be issued by government
- Investment life and life risk insurance products (including any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds)
- Interest in managed investment schemes (including investor directed portfolio services)
- Retirement Savings Accounts
- Securities
- Superannuation

Vinarc Pty Ltd maintains an Approved Product List (APL). Subject to attaining required accreditation, your Adviser is able to recommend any product on the Vinarc Pty Ltd APL.

There may be instances where your Adviser will need to consider products outside of the APL. In these cases, your adviser may apply to Vinarc Pty Ltd's Research Department to obtain a one-off product approval.

## DOCUMENTS YOU MAY RECEIVE

If you decide to obtain personal financial advice, your Adviser will need to determine your needs, objectives and relevant financial circumstances. At the initial advice appointment, your Adviser will typically gather the relevant information by using a client data collection form. You will be asked to provide accurate information about your personal and financial situation and keep your Adviser informed of any changes to your relevant circumstances. Your Adviser will also need to verify your identity.

When your Adviser provides personal financial advice to you, you may receive one or more of the following documents:

- Letter of Engagement
- Statement of Advice (SoA)
- Record of Advice (RoA)
- Product Disclosure Statement (PDS)
- Enhanced Fee Disclosure Statement (EFDS)
- Renewal Consent Notice

The SoA will set out the advice that has been tailored to your specific circumstances and provide you with details of all relevant disclosures including details of any remuneration payable. Where you receive ongoing or further advice a RoA may be provided.

A PDS will be provided if a product recommendation is made and includes detailed information on the financial product including features, benefits, conditions, costs and cooling off rights (if applicable). An enhanced Fee Disclosure Statement (EFDS) will be issued to you in instances where you enter into an Ongoing Fee Arrangement with your Adviser for a period greater than 12 months.

From 1 July 2021, where a client has an ongoing fee arrangement that exceeds 12 months, we will provide you with an EFDS, this will include the services you were entitled to receive, the services you actually received and the fees you paid for the previous 12 months plus the services you are entitled to receive and the fees you can expect to pay for the next 12 months.

We will require you to consent to the continuation of the ongoing fee arrangement annually. You can consent a number of ways however for most clients we expect they will simply sign and return the consent within the EFDS and return it to our office.

You may request in writing a copy of any advice document up to seven (7) years after the advice has been given.

## HOW TO GIVE INSTRUCTIONS

Your Adviser may accept your instructions by phone, letter or email. In some instances, your Adviser can only accept written instructions from you and they will let you know when this occurs.

## YOUR PRIVACY

Your Adviser is required to maintain physical or electronic records of documentation for any financial advice given to you, including information that personally identifies you and/or contains information about you.

These records are required to be retained for at least seven (7) years. If you want to access your personal information at any time, please let us know.

You have the right to not to provide personal information to your Adviser. However, in this case, your Adviser will warn you about the possible consequences and how this may impact on the quality of the advice provided. Additionally, your Adviser may also decline to provide advice if they feel they have insufficient information to proceed.

Vinarc Pty Ltd respects your privacy and is committed to protecting and maintaining the security of the personal and financial information you provide us. For detailed information on how we handle your personal information, please see our Privacy Policy.

This Policy is located at on your financial adviser's website and at the back of this FSG document.

## DISCLOSURE OF INFORMATION

Throughout the advice process, your personal information may be disclosed to other services providers. These may include:

- Financial product providers
- Financial planning software providers
- Administration and paraplanning service providers
- IT service providers

Vinarc Pty Ltd may engage third party service providers to assist in the provision of products or services.

Some services may require disclosure of personal information to service providers outside Australia including the Philippines, and the United States. The purpose of such disclosure is to facilitate the provision of financial services including the preparation of financial advice documents for Vinarc Pty Ltd Advisers.

All reasonable steps will be taken to ensure that offshore service providers comply with the Privacy Act 1988.

## WHO WE ARE AND WHAT WE STAND FOR

Vinarc Pty Ltd  
ABN 92 609 798 683  
Level 17, Angel Place, 123 Pitt St, Sydney NSW 2000  
Phone: 0408 155 140  
AFSL: 484222

Vinarc is an Australian Financial Services Licensee (AFSL) licensed by the Australian Securities & Investment Commission (ASIC).

Vinarc is responsible for the advice and conduct of your Vinarc adviser. We are not responsible for any unauthorized services they may offer (to the full extent permitted by law), so please check the services your adviser offers in their profile.

Vinarc has professional indemnity insurance which covers us and our advisers for errors or mistakes to our services. The insurance meets the requirements of the Corporations Act 2001 (Corporations Act) and covers claims against our advisers after they cease to be engaged by us, provided that the insurer is notified of the claim when it arises and within the relevant policy period.

## OUR RESPONSIBILITY

Your Adviser provides financial advice and services on behalf of Vinarc Pty Ltd and accordingly we are responsible for the financial advice and services they provide. Our Advisers are committed to providing quality financial advice and a wide choice of products and/or services to suit individual client circumstances.

Your Adviser is obliged by law to act in your best interests and provide appropriate advice, when providing financial advice to you.

As part of our commitment to you, Vinarc Pty Ltd advisers adhere to the Codes of Ethics/Conduct of the Financial Advice Association of Australia.

## THE ADVISER PROFILE

Prior to providing any personalized financial advice products and/or services our Advisers are required to provide you with a copy of this FSG along with an Adviser Profile.

The Adviser Profile contains important information about your Adviser. This includes their Authorized Representative number and/or Corporate Authorized Representative number (if applicable), accreditations, qualifications and experience, areas of advice and types of financial services they can provide, details of how they get paid and fees that you may be charged.

If you have not received an Adviser Profile, please ask your Adviser for a copy or contact us (see page 7 for contact details).

## ADVISER REMUNERATION

The cost of providing a financial product or service to you will depend on the nature and complexity of the advice, financial product and/or service provided. Generally, whenever your Adviser provides a recommendation for a financial product or service, your Adviser may be remunerated through either:

- An initial fee for service; or
- An ongoing fee for service; or
- A contribution fee or implementation fee; or
- Commission payments from product providers where applicable; or
- A combination of any of the above.

Details of the ranges and amounts of remuneration are set out below. Amounts are inclusive of GST.

| TYPE OF REMUNERATION              | INITIAL             | ONGOING         |
|-----------------------------------|---------------------|-----------------|
| SoA Preparation Fee               | \$1,000 to \$20,000 | N/A             |
| Implementation Fee                | \$55 to \$2,000     | N/A             |
| Ongoing Fee                       | N/A                 | \$55 to \$5,000 |
| Hourly Rate                       | \$150 to \$350      | \$150 to \$350  |
| Insurance Commission <sup>^</sup> | 0% to 66%           | 0% to 22%       |

\*based on a % of funds invested

<sup>^</sup>based on a % of the premium

Prior to preparing any advice or providing financial services to you, we will discuss and agree upon all fees that will apply.

All fees or commissions are initially paid to Vinarc Pty Ltd before being distributed in full to your Adviser.

## LICENSEE REMUNERATION

Vinarc Pty Ltd does not receive any remuneration for the provision of services required under its Australian Financial Services License.

## REFERRALS

Should you be referred to your adviser by a third party, such as an Accountant or Mortgage Broker, the third party may receive a fee for the referral. You will receive more detailed information concerning any referral fee in your SoA or other relevant document.

## OTHER FORMS OF REMUNERATION OR BENEFITS

Vinarc Pty Ltd and/or its Advisers may receive non-monetary benefits where:

- The amount is less than \$300 and identical or similar benefits are not given on a frequent basis;
- The benefit has a genuine education or training purpose (including attendance to conferences) and is relevant to providing financial product advice; and/or
- The benefit consists of the provision of information technology software or support and is related to the provision of financial product advice in relation to the financial products issued or sold by the benefit provider

Payments or benefits received are disclosed in a register. A copy of the register is available upon request.

## RELATED COMPANIES

Neither your Adviser nor the Licensee have any association or relationship with the issuers of financial products that might reasonably be expected to be capable of influencing them in the provision of financial services.

## SPONSORSHIP

Vinarc Pty Ltd and its related companies may receive payments or benefits from product providers in return for granting rights such as being recognized as a sponsor and the right to promote their product and give presentations at conferences and/or professional development training days.

Vinarc Pty Ltd may use these payments to pay for costs associated with such conferences, training or professional development days.

## PROFESSIONAL INDEMNITY

Vinarc Pty Ltd maintains a group policy which includes appropriate Professional Indemnity Insurance cover for Vinarc Pty Ltd as required by the Corporations Act 2001.

## REPORTING YOUR CONCERNS

If you have a complaint about any financial service provided to you by your Adviser, you should take the following steps:

1. Contact the Executive Manager Governance to discuss your complaint.

- Phone: 0408 155 140
- Email: [admin@vinarc.com.au](mailto:admin@vinarc.com.au)
- Mail:  
Executive Manager Governance Vinarc Pty Ltd  
Level 17, Angel Place, 123 Pitt St, Sydney NSW 2000

2. We will acknowledge receipt of a complaint immediately, however, where this is not possible, acknowledgement will be made as soon as practicable.

3. We will then investigate the complaint and respond to you within 30 days. Some complex matters may require an extension to thoroughly investigate the complaint and bring it to resolution.

4. If you are not fully satisfied with our response, you have the right to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

The contact details for AFCA are:

- Phone: 1800 931 678 (free call)
- Online: [www.afca.org.au](http://www.afca.org.au)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Mail:  
GPO Box 3  
Melbourne VIC 3001

Furthermore, the Australian Securities and Investments Commission (ASIC) has a free of charge Infoline on 1300300630, which you may use to obtain information about your rights and to make a complaint.

## CONTACT US

Vinarc Pty Ltd  
Level 17, Angel Place, 123 Pitt St, Sydney NSW 2000

T: 0408 155 140  
E: [admin@vinarc.com.au](mailto:admin@vinarc.com.au)

## FOR MORE INFORMATION

Please visit [moneysmart.gov.au](http://moneysmart.gov.au) for more information on financial advice.

# VINARC



## DATA PRIVACY POLICY

**Entity:** Vinarc Pty Ltd  
**ABN:** 92 609 798 683  
**AFSL:** 484222

### DISCLAIMER

The information presented in this document is the interpretation of Vinarc Pty Ltd in relation to the Privacy Act 1988 and the Australian Policy Principles. Licensees should review and adjust relevant to their businesses. Should you require specialist advice in relation to this area you should contact a lawyer or other suitably qualified professional.

Version 2 | 26 February 2024



## OVERVIEW

Vinarc Pty Ltd (**Licensee**) adheres to the Australian Privacy Principles (APPs) and is committed to protecting your privacy. The purpose of this Privacy Policy is to outline how we collect, use, disclose and retain personal and sensitive information. It also sets out how you can make a complaint and how you can access the personal information we hold about you.

Our business is to help you understand and achieve your financial goals.

To do this, we need to understand who you are, what you want to achieve and what your circumstances are. We therefore need to collect personal information about you. This is so we can determine what services you require and what products suit your needs. We collect, use, retain and disclose your personal information so we can help you achieve your goals and at the same time operate our business and meet the legal and regulatory requirements.

We may also use and disclose your information for purposes related to those mentioned above, such as:

- (a) assisting with your questions and complaints;
- (b) arranging for services to be provided by third parties; and
- (c) record keeping, compliance training and auditing.

This privacy policy is reviewed annually (unless an update is required earlier).

## WHAT IS PERSONAL INFORMATION?

Personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not. For the purposes of this policy, personal information may include:

- (a) Name;
- (b) Address;
- (c) Nationality;
- (d) Residency status;
- (e) E-mail address;
- (f) Tax File Number; and
- (g) Financial information.

## COLLECTION OF PERSONAL INFORMATION

### Collection of personal information

We may collect and hold personal information for the purposes of enabling us to provide financial services to you. For example, in order for us to provide personal advice to you, we are required to verify your identity and obtain information relating to your financial situation and your personal goals and objectives – this is so we can assess your personal situation and provide you with appropriate financial advice. This information is generally collected directly from you as our client.

Any personal information collected by us is solely for the purpose of providing services to its clients and will not be disclosed unless the disclosure is required in the performance of those services (for example, disclosing your information to a financial institution in order to place an investment on your behalf). Where we obtain sensitive information (e.g. racial or ethnic origin, political opinions, religious beliefs or affiliations or criminal record), we will only do so with your consent and where the collection of such information is reasonably necessary for us to perform our function. For example, we may also collect sensitive information (e.g. your health records) for the purposes of arranging insurance for you or assisting you with insurance claims.

We will only collect personal information by lawful and fair means. In general, we collect personal information about you from you unless you consent to the collection of your personal information from someone else or it is unreasonable or impracticable to do so. In some instances, we may collect this information through third parties such as your family members, people authorised by you or health professionals (e.g. in the case of income protection insurance).

Any personal information held by us may be held in a number of ways including via hard copy, soft copy or offsite on electronic servers. For example, we may collect personal information from you when you complete our client data form for the purposes of allowing us to provide you with financial advice or we assist you to acquire or dispose of a financial product (e.g. invest in a managed fund or rollover your superannuation).

### Dealing with unsolicited personal information

If we receive unsolicited personal information, we will within a reasonable period after receiving the information, determine whether or not we could have collected the information under Australian Privacy Principle 3. If the information could not have been obtained under APP 3 we will take steps to destroy or de- identify the information as soon as practicable, if it is lawful and reasonable to do so.

## **Notification of the collection of personal information**

At or before the time we collect personal information about you, or if that is not practicable, as soon as practicable after, we will take reasonable steps to ensure you are aware of:

- (a) who we are and our details;
- (b) how we collect your personal information and whom from;
- (c) whether the collection of your personal information is required or authorised by or under an Australian law or a court/tribunal order;
- (d) the purposes for which we collect your personal information;
- (e) the main consequences (if any) if we do not collect all or some of the personal information;
- (f) any other person or body to whom we would disclose the personal information that we have collected;
- (g) information about how you may access the personal information held by us about you and how you may seek correction of such information;
- (h) how you may complain about a breach of the Australian Privacy Principles and how the entity will deal with such a complaint;
- (i) whether we are likely to disclose the personal information to overseas recipients (if so where).

## **Anonymity and pseudonymity**

You may wish to deal with us anonymously, however, this is likely to limit the services we provide to you as our principal business relates to the provision of financial services (and in most cases, the provision of personal advice) which would require individuals to provide personal information. We are also required under Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to conduct customer due diligence and appropriately identify clients.

## **If you don't provide us with the information we request**

It is your choice as to whether you wish to provide us with the information we request. However, given the nature of our business, we may not be able to provide you with the financial services you require if you don't provide us with the relevant personal information to help us review your personal circumstances.

## USE OR DISCLOSURE OF PERSONAL INFORMATION

If we collect personal information for a specific purpose (e.g. to provide financial services to you), we will not use or disclose the information for another purpose unless you consent to the use or disclosure of the information or an exception in the APPs applies.

### Direct marketing

We may use and disclose your personal information to keep you informed about the range of financial products and services that we think may be relevant or of interest to you. You can opt out of receiving direct marketing information from us at any time by contacting us.

### Disclosure of information overseas

From time to time, we may send your information overseas to our service providers or other third parties who operate or hold data outside Australia. Where we do this, we make sure that appropriate data handling and security arrangements are in place. We will also advise you of the countries where your data may be stored.

## SECURITY AND ACCESS TO YOUR PERSONAL INFORMATION

### Information accuracy

We take reasonable steps to ensure that all personal data collected is accurate, up to date and complete. You can ask us to correct any inaccurate information we hold or have provided to others by contacting us using the details in this policy. If the information that is corrected is information we have provided to others, you can ask us to notify them of the correction.

### Security of personal information

We take care to protect the security of your personal information. We may hold your personal information in a combination of secure computer storage facilities, paper-based files and other formats. Vinarc Pty Ltd uses Integrity Connect, a Salesforce based tool to store data and therefore, client personal information may be stored on servers hosted outside of Australia.

For the purposes of maintaining and improving the functionality of Integrity Connect, Salesforce Certified Developers and Administrators have been engaged, who are located in the Philippines, Australia and India. We take reasonable steps to protect personal information from misuse, loss, unauthorised access, modification or improper disclosure.

These include instructing our staff, contractors and financial advisers who handle personal information to respect the confidentiality of customer information and the privacy of individuals. There are rigid protocols in place with respect to the handling of client data overseas which include procuring a remote access set up which allows our Salesforce team to interact with the system only through our network, ensuring the team have no ability to access our system on their local machines, or download/export any data from outside of our system, full transparency of the user's digital footprint, detailed reporting from our IT partners and the use of dedicated IP's only.

Please note, we are required by law to retain your personal information for a specific amount of time. We will generally destroy or de-identify personal information if it is no longer required.

## **Access to and correction of personal information**

You can contact us to access or correct any personal information we hold about you. However, in certain situations, we are permitted to refuse access to personal information. These situations include where:

- (a) giving access would have an unreasonable impact on the privacy of other individuals
- (b) giving access would be unlawful, or where denying access is required or authorised by an Australian law or a court order
- (c) giving access is likely to interfere with law enforcement activities.

For other situations, please consider Australian Privacy Principle 12.

If we receive a request to access personal information, we aim to respond to that request in a reasonable timeframe. In general, we will not impose an access charge unless the request of access and correct personal information is excessively onerous.

If we refuse access to personal information, we will provide you with reasons as to why access was refused and provide you with information on how to lodge a complaint about the refusal.

## **Data breach**

A data breach occurs when personal information held by us is lost or subjected to unauthorised access, modification, disclosure, or other misuse or interference. Examples of a data breach are when a device containing personal information of clients is lost or stolen, or when a database containing personal information is hacked or if we mistakenly provide personal information to the wrong person.

Under the Privacy Amendment (Notifiable Data Breaches) Act 2017, we have an obligation to assess within 30 days whether a data breach amounts to an 'eligible data breach' if we become aware that there are reasonable grounds to suspect that data breach may have occurred.

If we form the view that the data breach would likely result in serious harm to any of the individuals to whom the information relates despite any remedial action taken by us, then the data breach will constitute an 'eligible data breach'. If an eligible data breach occurs, we have an obligation to notify you and the Office of the Australian Information Commissioner and of the details of the eligible data breach.

## CONTACT US

You may wish to contact us for the following:

- (a) find out what personal information we hold about you;
- (b) update or correct the personal information we hold about you;
- (c) opt out of receiving direct marketing material
- (d) make a privacy related complaint.

Should you wish to do so, please contact us on the details below:

Vinarc Pty Ltd

Level 17, Angel Place, 123 Pitt St, Sydney NSW 2000

T: 0408 155 140

E: [admin@vinarc.com.au](mailto:admin@vinarc.com.au)

[www.vinarc.com.au](http://www.vinarc.com.au)