

Adviser registration terms and conditions

You must read and understand these Terms and Conditions before registering as a WA Super Adviser. Once your registration is approved, we will issue you with a WA Super Adviser Code, provide you with Adviser Portal Access and the ability to receive Fee for Service Payments for advice provided in respect of your clients' WA Superannuation or Pension account/s.

By registering with WA Super you agree that you:

- have read and understood these Terms and Conditions; and,
- have considered these Terms and Conditions in accordance with your other legal obligations; and,
- understand your Adviser Portal password is yours only, and that you are at all times solely responsible for ensuring the security of it; and,
- understand that you are responsible for the security of any WA Super member information you access via any Third Party Authority or Adviser Nominations.

Nothing in these Terms and Conditions is intended to exclude, restrict or modify:

- the application of any provisions of The Australian Consumer Law in the Competition and Consumer Act 2010, the Corporations Act 2001, the Australian Securities and Investment Commission Act 2001 or any equivalent State and Territory legislation;
- the exercise of any right conferred by such provisions or WA Super's liability for a breach of a condition or a warranty implied by such a provision.

In the event of inconsistency with any such provision or with any other law, these Terms and Conditions will be read down accordingly.

1. Terms and Conditions

This document sets out the terms and conditions for Adviser Portal, access to WA Super member information via Third Party Authorities, Adviser Nomination requests, and Fee for Service Payment request.

To apply for Adviser Registration, you must be listed on ASIC's financial adviser register.

2. Meaning of Terms

References in this document to 'WA Super' or 'the Fund' are to WA Local Government Superannuation Plan (ABN 18 159 499 614) whose Trustee is WA Local Government Superannuation Plan Pty Ltd (ABN 64 066 797, AFSL 269006). 'We', 'us' or 'our' refers to WA Super and/or the Fund as the context requires.

'Advice Fee' means a fee payable to a Financial Adviser for the provision of personal financial advice to a member of WA Super solely in respect of the member's interest in their WA Super accumulation or retirement income account.

'Adviser/s' and 'Financial Adviser/s' means the individual registered for Adviser Portal.

'Adviser Portal' is the online service that WA Super provides to financial advisers and Authorised Officers to access information and transact on the account of clients who are members of WA Super who have authorised the adviser as their nominated adviser.

'Adviser Portal Access' means the permission (including ongoing permission) WA Super provides to the authorised party after logging into Adviser Portal.

'Authorised Officer' means an individual who is currently nominated by the Adviser, in a form approved by WA Super, allowing them to have Adviser Portal Access in regards to the Adviser's clients who are members of WA Super.

'Fee for Service Request' means a request by a Financial Adviser, in a form approved by WA Super, to pay an Advice Fee authorised by a WA Super member.

'Third Party Authority' means an application provided by a third party in a form approved by WA Super, which allows the named individual(s) in the application to access information about clients who are WA Super members.

'Adviser Nomination' means an application provided by a third party which allows the third party to be listed as the Nominated Adviser on a WA Super Member's account, and grants authorisation to access information and transact on the client's WA Super account through the Adviser Portal.

'You', 'yourself' and 'your' refers to the Financial Adviser permitted access to use Adviser Portal. Any references to 'you', 'yourself' and 'your' includes a reference to any third party authorised to use your Adviser Portal Access, including Authorised Officers, with the intent that you shall be liable for any use of your Adviser Portal Access and for any failure on the part of any such third party to observe these Terms and Conditions.

3. Accepting these Terms and Conditions

You accept and agree to be bound by the Terms and Conditions:

- by submitting an Adviser Registration Form; and
- after any variation to the Terms and Conditions, by continuing to access the Adviser Portal under the varied Terms and Conditions.

4. Continued Application of Terms and Conditions

WA Super may vary these Terms and Conditions at any time without prior notice to you.

WA Super will provide written notice of variations to these Terms and Conditions. This notice may be given by providing varied Terms and Conditions at a location on the website that is prominently displayed and accessible through use of the Adviser Portal.

If you use the Adviser Portal after a notice of variation to the Terms and Conditions has been given, you will be taken to have accepted the Terms and Conditions as varied.



5. Cancellation of Services

Your Adviser registration will remain valid until WA Super has cancelled it.

WA Super will cancel your Adviser registration (and any associated Authorised Officer registration) if (for example):

- you have contacted us to instruct cancellation;
- you are no longer listed as a Financial Adviser on ASIC's financial adviser register;
- the Licensee's Australian Financial Services License is suspended, cancelled or suspended by the Australian Securities and Investments Commission; or
- WA Super has reasonable grounds to suspect usage that is fraudulent or not within the Terms and Conditions or there are other security reasons sufficient to require cancellation.

This is not an exhaustive list and WA Super may, at any time without prior notice, cancel your registration for any reason and without giving reasons.

WA Super will cancel your registration where you have changed AFS Licensee, and you acknowledge that a change of AFS Licensee may result in the expiration of all existing authorities you hold on WA Super member accounts. However WA Super may agree to implement changes to your registration (see paragraph 9).

When your registration is cancelled you, and any Authorised Officers associated to your Adviser Portal Access, will no longer have access to Adviser Portal and will not be able to submit Fee for Service Requests.

6. Availability of Services

WA Super will use all reasonable efforts to ensure that services specific to your registration (e.g. Adviser Portal and Fee for Service Requests) are available at all times. WA Super will not be liable for or in connection with:

- failure of a service to perform, in whole or in part, any function which we have specified it will perform;
- the unavailability of a service to you, in whole or part, because of the failure of any communication network, ancillary equipment or any circumstance beyond our reasonable control, or;
- delays or errors in the execution of any transaction, information content or instruction because of the failure of any communication network, ancillary equipment or any circumstance beyond our reasonable control.

7. Use of Adviser Portal

WA Super will use all reasonable efforts to ensure that the information displayed in Adviser Portal is without errors and corrections are made promptly. WA Super will take all reasonable precautions to protect the confidentiality of the information held in Adviser Portal.

7.1 Access and Security

7.1a Adviser Portal allows a Financial Adviser to access information regarding their clients who are members of WA Super and have given authority for the Adviser to be listed as their Nominated Adviser. By logging into Adviser Portal, you agree that you will:

- only access WA Super member information you are properly authorised to access; and,
- notify WA Super immediately if you have been provided access to any WA Super member information that you should not have access to.

7.1b WA Super will provide Financial Advisers with a temporary password which will require changing the first time it is used to login to Adviser Portal. To maximise the security of your client's information, you should regularly change your Adviser Portal password.

7.1c WA Super staff will never ask you for your password. You must ensure at all times that:

- your password is kept secure and not disclosed to anyone; and,
- you do not by any other action or omission allow any person other than yourself to access your client's information or effect any transactions relating to Adviser Portal.

You must:

- protect your password from being lost, stolen or disclosed;
- log off immediately after you have finished accessing Adviser Portal.

You must not:

- keep a written record of your password;
- give, show or tell your password to anyone;
- allow any person to read or hear your password, or watch you enter your password.

7.1d You acknowledge that:

- you understand that your password allows anybody access to personal information and effect any transactions permitted by Adviser Portal. Leaving your computer unattended while logged into Adviser Portal may lead to these consequences;
- you authorise WA Super, when access to Adviser Portal has been gained following the successful entry of your password, to treat any operations involving your Adviser Portal Access (whether involving access to all information or the effecting of any transactions) as having been personally authorised in writing by you;
- WA Super are under no duty whatsoever to enquire or establish if a person accessing Adviser Portal is a person actually authorised; and
- you understand that no data transmission over the internet can be guaranteed as totally secure and that, while WA Super will take all reasonable measures to protect the security of such information, WA Super cannot ensure or warrant the security of any information transmitted using Adviser Portal.



7.1e If you suspect that your password may have become known to any other person, or that for any reason another person may have been in a position to access Adviser Portal on your behalf, you must ensure that:

- your password is changed; and,
- you inform us immediately on 08 9480 3500.

7.2 Currency and Accessibility

You acknowledge that:

- all information available through Adviser Portal may not always be current;
- any transactions effected via Adviser Portal may take some time to process; and,
- the services and functions offered through Adviser Portal may not all be available at all times.

7.3 Liability

7.3a You agree that you are solely responsible for all use of your Adviser Portal Access, including all information accessed and any transactions made.

You agree that all use of Adviser Portal will be for lawful purposes only, and that you are liable for any use for unlawful purposes.

You accept full responsibility and indemnify us for any claims arising from expenses, loss or liability that is incurred by any person as a result of your use of Adviser Portal and your Adviser Portal Access, other than as provided in paragraphs 7.3c and 7.3d.

7.3b Without limiting paragraph 7.3a, you are liable in respect of access to all information and any transactions made:

- when access to Adviser Portal has been gained following the successful entry of your password;
- if you disclose your password to another person or fail to keep it properly secure; or,
- if by your action or omission, an unauthorised third party has gained access to Adviser Portal following the successful entry of your password.

7.3c For the purpose of clause 7.3a and 7.3b and any other misuse of your Adviser Portal Access, you will continue to be liable in relation to all information accessed or any transactions effected up until the time you notify WA Super on 08 9480 3500 that:

- the password may have become known to someone not entitled to know it, or;
- unauthorised Adviser Portal Access may have been gained in some other way, and;
- WA Super has had a reasonable opportunity to take appropriate security measures.

7.3d You will not be liable for unauthorised access to, or any transactions effected upon, Adviser Portal Access following correct entry of your password if all of the following apply:

- you were in no way responsible for the password becoming known to, or Adviser Portal being used by, an unauthorised user;
- you were not otherwise in breach of these Terms and Conditions;
- you have otherwise acted honestly and reasonably and taken all due and proper care in the use of Adviser Portal and your Adviser Portal access;
- you fully co-operate with us and assist in investigation the circumstances that may have resulted in the unauthorised access of an unauthorised transaction.

Nothing in this clause 7.3d is to be taken as imposing a duty or obligation on WA Super that would not otherwise apply.

7.3e WA Super is not liable for:

- reliance by anyone on information obtained through the use of Adviser Portal and your Adviser Portal Access;
- any failure by Adviser Portal to provide information or perform operations requested, or any delays;
- any amount of loss or damage, except in the event of our negligence, fraud or deliberate misconduct;
- indirect, consequential or special loss or damage however caused, including as a result of negligence, whether or not the loss or damage was foreseeable;
- unavailability of Adviser Portal; or,
- any events whatsoever beyond WA Super's control.

8. Advice Fees

8.1 Fee for Service Requests

8.1a WA Super may pay Advice Fees in respect of a member on receipt of an Fee for Service Request, in a form acceptable to WA Super, signed by that member and the Financial Adviser.

8.1b WA Super may impose rules, restrictions and limitations on payment of advice fees from members' accounts (for example, a minimum account balance).

8.1c An Fee for Service Request may be for Initial/One-Off Advice and/or for Ongoing Advice.

8.1d An Fee for Service Request supersedes and replaces any Fee for Service Request previously submitted.

8.2 Payment to AFS Licensee

8.2a WA Super will pay Advice Fees that are payable in accordance with these Terms and Conditions in respect of a member to the AFS Licensee named on the current Fee for Service Request for that member.

8.2b WA Super will pay Initial/One-Off advice fees in respect of a member to the AFS Licensee named on the Advice request form, until WA Super becomes aware that the Financial Adviser has changed AFS Licensee.



8.2c WA Super will pay a monthly amount to an AFS Licensee that has one or more Financial Advisers registered with WA Super. The monthly amount will comprise all Advice Fees for Initial/One-Off Advice and Ongoing Advice in respect of the month, which are the subject of Fee for Service Requests submitted by those Financial Advisers that WA Super has agreed to pay in accordance with these Terms and Conditions.

8.3 Withdrawal of Fee for Service Request

A member may withdraw or revoke an Fee for Service Request at any time by notice to WA Super (in writing or verbally).

On receiving and processing a withdrawal or revocation:

- WA Super will notify the Financial Adviser that the withdrawal or revocation has been received; and
- WA Super will not make any further payments under the Fee for Service Request.

8.4 WA Super's sole purpose test obligations

WA Super is required to meet the sole purpose test prescribed in the Superannuation Industry (Supervision) Act 1993 in respect of all payments from the Fund, including payment of Advice Fees.

WA Super relies on the co-operation of Financial Advisers to help ensure WA Super does not breach the sole purpose test. This is a matter of critical importance to WA Super because any breach of the sole purpose test may jeopardise WA Super's RSE Licence.

Under the sole purpose test, WA Super may only apply Fund money for the purpose of providing members with benefits at retirement or in other limited allowable circumstances including payment of death, total and permanent disability or income protection insurance benefits.

WA Super may apply Fund money to support certain member services that are consistent with the sole purpose test, such as financial advice about a member's benefit in the Fund including; joining the Fund, consolidation into the Fund, investments, contributions, insurance, beneficiary nomination, and pension arrangements in the Fund.

8.5 WA Super's policy for Advice Fee Payments

8.5a WA Super's policy is to approve payment of Advice Fees where:

- the member provides consent to the payment of the Advice Fee; and,
- the financial advice and advice services provided for which the Advice Fee is payable relates solely to the member's interest in the WA Super Superannuation Fund.

8.5b Participation by Financial Advisers in this program is at WA Super's discretion.

8.5c WA Super also retains discretion to, in any particular case:

- refuse to pay an Advice Fee in accordance with an Fee for Service Request; or
- make payment of an Advice Fee for only a portion of the amount specified in an Fee for Service Request,

for any reason and without giving any reasons.

8.5d WA Super may at any time notify a Financial Adviser that WA Super will not make any further payments of Advice Fees in respect of Fee for Service Requests submitted by that Financial Adviser.

8.5e Where WA Super has made payment of an Advice Fee and WA Super suspects that the Advice Fee was charged (partly or wholly) for financial advice that was not consistent with the sole purpose test, WA Super may require an AFS Licensee to refund the payment of an Advice Fee, for re-credit to the member's WA Super account.

8.6 Review and monitoring

8.6a WA Super may request a Financial Adviser to supply evidence demonstrating that the advice for which payment was requested under an Fee for Service Request was consistent with the sole purpose test.

8.6b WA Super will periodically review Fee for Service Requests submitted by Financial Advisers, with a view to assessing whether there are grounds to suspect that requests have been made for advice which are not consistent with the sole purpose test.

8.6c For this purpose, WA Super may from time to time request the following information from a registered Financial Adviser in respect of all members for which the Adviser has submitted Fee Advice Requests, or any of them:

- a copy of the complete Statement of Advice, or,
- a copy of the Record of Advice, or,
- other evidence of the advice services provided.

8.6d Without limiting WA Super's rights to cancel registration under paragraph 5, WA Super may cancel your registration if you do not provide requested information to WA Super's satisfaction.

8.7 Change of AFS Licensee

Without limiting WA Super's rights to cancel registration under paragraph 5, WA Super may apply the following rules where WA Super becomes aware of a change of AFS Licensee in respect of a Financial Adviser:

8.7a WA Super will not pay any further amounts by way of Initial/One-Off Advice Fees until WA Super receives notice from the AFS Licensee that the member is still receiving advice services from:

- the same Financial Adviser (Transferred Adviser) operating under a different AFS Licensee (New Licensee); or,
- a different Financial Adviser (New Adviser) operating under the same AFS Licensee (Nominated Licensee).

8.7b Where:

- the Transferred Adviser is providing services to the member under a New Licensee; and
- the Transferred Adviser is re-registered for Adviser Portal in respect of the New Licensee,

WA Super may commence payments to the New Licensee, including any outstanding payments, in respect of Advice Fee Requests submitted by the Transferred Adviser.



- 8.7c** Where:
- a New Adviser is providing services to the member under the Nominated Licensee; and
 - the New Adviser is registered for Adviser Portal,

WA Super may re-commence payments to the Nominated Licensee, including any outstanding payments, in respect of Fee for Service Requests submitted by the Transferred Adviser.

- 8.7d** WA Super will require written notice from the Nominated Licensee before any further payments are made.

9. Privacy of Financial Adviser information

The purpose for which WA Super is collecting your information is to administer Adviser Portal Access, Adviser Nomination Requests, Fee for Service Requests, and Third Party Applications. If the information requested is not provided, WA Super will not be able to register you as a Financial Adviser.

WA Super may also use this information to notify you about WA Super and other products. WA Super does not normally disclose personal information to parties outside the WA Super group, except parties contracted to provide services to WA Super. This includes but is not limited to the Fund's administration service provider, WA Super's insurer, auditors, legal advisers and IT Service Providers. WA Super also might be required by law to disclose information about you to other organisations on your behalf, and WA Super may disclose information to relevant overseas organisations, as described in WA Super's Privacy Policy.

WA Super's Privacy Policy sets out how you can access information about your personal details held by WA Super, correct any information which is inaccurate or out-of-date and information on the privacy complaints process.

You can locate WA Super's Privacy Policy at www.wasuper.com.au/privacy or call 08 9480 9500 for a copy.

10. Further information

You can contact WA Super by:

Telephone (Member Services): 08 9480 3500 or 1300 99 85 42

Email: info@wasuper.com.au

Write to us at: PO Box Z5493, St Georges Terrace, Perth, WA, 6831