

# Additional Information Guide

**Ord Minnett Management Limited** 

ABN 55 002 262 240 AFSL 237 123

**March 2023** 

# **Ord Minnett Fund**

# Additional Information Guide

This Additional Information Guide (**Guide**) is issued by Ord Minnett Management Limited ABN 55 002 262 240, AFSL 237123 (in this Guide 'Ord Minnett Management', 'we', 'us' or 'our'), the responsible entity of the registered managed investment scheme listed below.

This Guide relates to the Ord Minnett Cash Management Trust ARSN 090 714 588 (CMT);

(a 'Fund'). Capitalised terms used in this Guide have the meaning given to them in the PDS unless this Guide provides otherwise.

This Guide was prepared as at 1 September 2022

# Contents

- 1 How to use this Guide
- 2 Applications, withdrawals and transfers
- 3 Benefits of investing in the Fund
- 4 Fees and costs
- 5 Taxation

# 1 How to use this Guide

This Guide contains information that forms part of the Product Disclosure Statement (PDS) for the Fund listed below:

 unless otherwise indicated, information in this Guide applies, and forms part of the PDS for, the CMT.

# Name of Fund

Ord Minnett Cash Management Trust You should read this document in

conjunction with the PDS for the Fund.

Please note the following when reading this Guide:

# 2 Applications, withdrawals and transfers

# 2.1 How do I enquire and transact on my account?

Internet www.ords.com.au	You can access your account details via our secure website. Registration to view details can be completed online. For transactional access, please complete the relevant section of the Application Form.	
Biller Code: 347435 Customer Reference: <your account="" number=""></your>	Additional applications: Contact your Australian Financial Institution to deposit from your cheque or savings account to your Ord Minnett CMT.  Partial withdrawals: You can withdraw your investment to make BPAY payments to any approved Biller.	
<b>Telephone</b> 1800 700 713	You can contact the Client Services Team for any unit and account information, Monday to Friday, between 8:30 am and 5:00 pm, Sydney time (excluding Public Holidays).	
Mail	Mail your instructions to: Ord Minnett Management Ltd GPO Box 2613, Sydney NSW 2001	

# 2.2 Making an initial application

To invest in the Fund, simply complete the Application Form and make your initial payment using one of the options specified below.

The Application Form for the Fund is also available at www.ords.com.au/forms or by contacting the Client Services Team on 1800 700 713.

Please note that accounts which are being established through direct credit will be opened for a maximum of 10 Business Days.

Should funds not be received within this period, we may elect to close the account.

We will not accept cash, credit cards or foreign currency payments.

If you do not provide us with an original signed Application Form, personal information or specific certified identification requested in

the Application Form we may not be able to proceed with your investment. The consequences of failing to provide your tax file number are separately addressed in section 5 of this Guide.

We can only accept applications from investors who are aged 18 years or over. If you are making an application for a minor, the account name must be in the name of the responsible adult with the minor as the designation.

If units are issued and any cheque for application monies fails to clear, the units will be void from their date of issue and the applicant will be liable for any costs incurred by us or the Fund. We may at our absolute discretion accept or refuse in whole or in part any application for units and we will not be required to assign any reason or ground for such refusal.

Applications received on a Business Day prior to 3pm (Sydney time) will be processed and begin to earn income from that day.

# 2.3 Paying for my initial application

Make your initial payment using one of the following options.

(a) Attach your cheque made payable to Ord Minnett CMT - <Insert Account Name>

Cheques will be accepted subject to normal bank clearing arrangements. The clearing arrangements are no different for the treatment of bank cheques.

(b) Direct credit: please contact our Client Service Team on 1800 700 713 for banking details for direct credit deposits. (c) Supply appropriate instructions and arranging payment through your Instructing Dealer (as defined in section 2.13 of this Guide).

# 2.4 Uncleared funds

If units are issued and any cheque for application monies fails to clear, the units will be void from their date of issue and the applicant will be liable for any costs incurred by Ord Minnett Management or the Fund.

# 2.5 How do I make additional investments?

In addition to the methods set out in section 2.2, further investments in the CMT may be made in the following ways.

(a) Direct credit into your CMT account:

Bank Westpac
BSB 032 847
Account Number
<Your CMT A/C Number>
Account Name
<Your CMT A/C Name>

(b) Making a BPAY payment from your other financial institution to:

The minimum additional BPAY investment is \$100.00.



Telephone & Internet Banking – BPAY. Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account.

More info: www.bpay.com.au.

- (c) Depositing funds into the Fund at any Westpac Banking Corporation branch in Australia using a slip from your personalised deposit book (cash not accepted).
- (d) By transferring funds on the internet from an existing bank account using your bank's internet facility.
- (e) By establishing a Regular Savings Plan (see below).

# 2.6 Regular Savings Plan

The Regular Savings Plan is a convenient way for you to make regular monthly additions to your investment in the Fund. By using a savings plan, you have the potential for greater returns by placing your money in managed investments rather than leaving it in a bank savings account.

By participating, you authorise us to direct debit your nominated amount automatically from your Australian bank, building society or credit union to purchase additional units.

The minimum monthly investment amount is \$100.

Fund will be drawn on the 20th of each month or the first Business Day after that date. Please allow 10 Business Days to establish your plan prior to the first debit. You will need to ensure that sufficient funds are retained in your Australian bank, building society or credit union account. If the direct debit is dishonoured, a dishonour fee (refer to section 4 of this Guide for the current fees) will be withdrawn from your investment. Additional charges may be levied by your nominated bank/building society.

To take advantage of the Regular Savings Plan simply complete and send us the Regular Savings Plan Form (included in the Application Form).

The minimum Regular Savings Plan amount is \$100.

If at any time you wish to alter your monthly contribution or cancel the Regular Savings Plan, we require notification in writing. Please allow at least 10 Business Days prior to the 20th of each month.

We reserve the right to cancel your participation in the Regular Savings Plan at any time. In the event your Regular Savings Plan debits are returned to us unpaid, we will request debits two more times. If on the third attempt the money is unavailable, we may choose to cancel your Regular Savings Plan. You will be liable for any costs incurred by us or the Fund.

### 2.7 How do I make a withdrawal from the CMT?

You can withdraw your investment in the Fund in the following ways:

- Requesting a funds transfer via our secure internet service
- BPAY funds to a registered BPAY
   Biller
- using your personal CMT cheque book
- using the telephone transaction facility
- through your Instructing Dealer to transfer funds to your previously nominated bank account
- completed Withdrawal Request Form from www.ords.com.au/ document-repository; or
- written request (note: photocopy will not be accepted).

If we receive your redemption request by 11.00am Sydney time on a Business Day, it will be processed on that day. If we receive it after this time, your redemption request will be processed on the following Business Day.

# Requirements for your withdrawal request

Your withdrawal request must include:

- your name and account number;
- the dollar amount you wish to withdraw from your account;

- your preferred method of payment being either:
  - credited to your nominated Australian bank, building society or credit union account; or
  - by cheque payable to you, mailed to your address or collected by you from any Ord Minnett office;
- the signature(s) of the account holder(s) (which must match the signature(s) on record for your account).

Please note if your Australian bank account is not previously nominated, you must provide us with an original, signed withdrawal request. We may not be able to process your withdrawal request using a copy or over the telephone.

Unless you instruct us otherwise we will record bank account details advised to us in writing as nominated bank accounts and use these account details for future transactions.

If we receive your withdrawal request by 11am Sydney time on a Business Day, it will be processed on that day and paid within 5 Business Days.

# **Periodic Payments**

Periodic Payments are a convenient way for you to make regular payments from your CMT account to another Australian bank, building society or credit union.

By participating, you authorise us to debit your CMT account for an amount specified by you automatically on the period you nominate to your Australian bank, building society or credit union.

You will need to ensure that sufficient funds are retained in your CMT account to meet the Periodic Payment. If the debit is dishonoured, you will miss your payment for the current period and we will attempt to debit your account again for the subsequent period. Please refer to the Periodic Payments terms and conditions at www.ords.com.au/forms.

# 2.8 Telephone Transaction Facility

The telephone transaction facility allows you to make withdrawals over the telephone to a previously nominated Australian bank account. Once you have applied for this facility a confidential telephone transaction code will be sent to your postal address. You will need to quote this code to access your account.

We also reserve the right to ask additional security questions to confirm your identity before proceeding with your request.

Please note if your Australian bank account has not been previously advised to us you must provide us with an original, signed withdrawal request. We may not be able to process your withdrawal request using a copy or over the telephone.

To apply for this facility please tick the relevant section on the Application Form. Your account operating authority must select "any investor may sign". In applying, you agree to be bound by the following terms and conditions:

- A telephone withdrawal request is dealt with in the same manner under the Constitution as a written withdrawal request.
- To make a withdrawal request, your telephone transaction code must be quoted. We also may ask you additional identification style questions for added security.
- You will indemnify Ord Minnett Management and the Fund for any loss, damage or liability that may be suffered or incurred as a result of our acting in accordance

- with any telephone withdrawal request instructions in relation to your investment.
- Note: In the event of a large telephone transaction, we may call you back to verify the details and nature of the transaction. This call-back is to provide us with additional verification of your instruction.
- If your telephone transaction code is quoted by some other person seeking to access your account, whether authorised by you or not, you will be liable for any losses suffered by you or by us resulting from that other person accessing your account.
- We may amend the above terms and conditions at any time and we will notify you before the amendment takes effect.

# 2.9 Appointment of Instructing Dealer

You may wish to appoint an instructing dealer to operate your Fund account (Instructing Dealer). The Instructing Dealer must be an Australian financial services licensee within the Ord Minnett group, or other Australian financial services licensee as agreed with us.

To apply for an Instructing Dealer facility please tick the relevant section on the Application Form (Instructing Dealer Form). In applying, you agree to be bound by the following terms and conditions:

- The appointed Instructing Dealer can on receipt of instructions from you:
  - deposit into your account;
  - withdraw from your account;
  - inform us in writing of changes to the details of your account; and
  - close your account.
- Unless expressly noted by you to the contrary on the Instructing Dealer Form, the powers and authorities of the Instructing Dealer extend to any representative

- nominated by you on the Form (Representative), any directors of the appointed Instructing Dealer and any other officers, employees or representatives of the Instructing Dealer authorised by the Instructing Dealer for the purpose of this appointment.
- Only you may appoint an Instructing Dealer. Your Instructing Dealer cannot appoint another Instructing Dealer on your behalf.
- The appointment of your Instructing Dealer continues until you cancel it by giving us notice in writing.
- Your Instructing Dealer will have access to the personal information that we hold about you until such time as you advise us in writing that you do not wish your Instructing Dealer to have access to your personal information. If you advise us that you do not wish your Instructing Dealer to have access to your personal information, your Instructing Dealer may not be able to act on your instructions.
- If a Representative is nominated by you on the Instructing Dealer Form and the Representative is unavailable to take your instructions or settle outstanding transactions then the Instructing Dealer may appoint an alternative representative to act on your behalf. In consideration of our providing the Instructing Dealer facility, you release us and indemnify us and the Fund against any liability, loss or claim incurred or arising directly or indirectly as a result of the appointment of an Instructing Dealer, including as a result of our acting on any instructions from a person who appears in good faith to us to be an Instructing Dealer or other person authorised to give us instructions in accordance with these terms and conditions.
- After giving you 14 days notice in writing, we may vary these conditions or cancel the appointment of an Instructing Dealer.

# 2.10 Internet withdrawal facility

The Internet Withdrawal Facility allows you to withdraw units by requesting a funds transfer via our secure internet service, rather than in writing. A daily limit will apply. Once you have applied for this facility you will be sent, separately, your confidential electronic transaction code. You will need to quote this code to transact on your account. Your funds can be:

- credited to a previously nominated Australian financial institution account (nominations made via the Application Form or Change of Details form); or
- transferred to an associated Ord Minnett CMT account.

Note – payments may only be requested via the Internet Withdrawal Facility to recipient accounts previously nominated in writing.

To apply for this facility please tick the relevant section on the Application Form. Your account operating authority must be "any investor may sign" and your account may not be subject to a mortgage. In applying, you agree to be bound by the following terms and conditions:

- An internet withdrawal request is dealt with in the same manner under the Fund's Constitution as a written withdrawal request.
- To make an internet withdrawal request, your electronic transaction code must be quoted.
- You will indemnify us and the Fund for any loss, damage or liability that may be suffered or incurred as a result of our acting in accordance with any internet withdrawal request instructions in relation to your investment.

- If your electronic transaction code is quoted by some other person seeking to access your account, whether authorised by you or not, you will be liable for any losses suffered by you or by us resulting from that other person accessing your account.
- We will only act on withdrawal requests that are received in full and do not appear to contain any errors.
- We may amend these terms and conditions at any time and we will notify you before the amendment takes effect.

For additional terms and conditions that apply to use of our internet facilities, please see section 2.22.

Note – you can not fully withdraw your investment via an online request.

# 2.11 Personal cheque book facility

The personal cheque book facility enables you to make third party payments by using cheques drawn on an account maintained by us with Westpac. Following presentation of a cheque, the amount of the payment is debited to our account with Westpac. We then seek reimbursement from you by withdrawing an equivalent amount in units from your CMT account.

If you have a CMT account, you may request that we issue you with a personalised cheque book. The cheques are marked "not negotiable", so you cannot make them out for "cash" and present them for immediate payment. Cheques can be written for Australian dollars only. Cleared funds must be available at the time any cheques you have written are presented. You cannot close your account by writing a cheque from your cheque book. You can, of course, continue to use the other existing fund facilities to withdraw units.

Australian law requires that certain account information be verified and that all signatories to an account be identified when choosing to have a cheque book facility and we reserve the right to decline your application for cheque book facility if identification requirements are not satisfied.

Each signatory on the account (and any new signatory to an existing account including persons acting under a power of attorney) must be identified under the terms in the PDS and this Guide.

To apply for this facility please tick the relevant section on the Application Form. In applying, you agree to be bound by the following terms and conditions:

- Each cheque drawn is the same as a request to withdraw units.
   We will withdraw units held in your CMT account to pay for it.
- You must not draw a cheque for an amount greater than or equal to the withdrawal value of the units in your CMT account (giving consideration to the minimum balance requirements) as this will not allow sufficient funds to cover cheque transaction fees. Failure to comply with this condition will result in your cheque being dishonoured and the charging of a dishonour fee. If the balance of your account is less than the required minimum balance, your account may be closed.
- You must wait at least three Business Days before drawing against cheques you have deposited.
- You must take care of the cheque book and inform us promptly if it or any cheque forms are lost or stolen.
- Stop payment requests must be made to us in writing. You cannot deal directly with Westpac, you must always contact Ord Minnett Management.
- We may deduct from your account, by withdrawing units:
  - fees as specified in section 4
     of this Guide for the operation
     of the cheque book facility
     (including fees for dishonoured
     cheques and stop payment
     requests; and
  - any duties and other taxes imposed on the relevant Bank, or on us, in relation to the facility.

- You:
  - indemnify the Fund, Westpac and us against all loss, liabilities and costs incurred in connection with the cheque book facility; and
  - release Westpac and us from claims and liabilities in connection with any act or omission relating to the operation of the cheque book facility.
- Ord Minnett Management and Westpac may cancel the facility:
  - immediately if you do not comply with any of these conditions; or
  - at any time after giving you reasonable notice. If Ord Minnett Management or Westpac request, you must return any unused cheque forms
- We may vary any of these conditions or fees but only after giving you at least 30 days prior written notice.
- These conditions are for the benefit of, and may be enforced by, Westpac as well as Ord Minnett Management.

Please contact our Client Service Team on 1800 700 713 should you require further information on this facility and the identification requirements.

# 2.12 BPAY Withdrawal Facility

The BPAY Withdrawal Facility allows you to withdraw units by making a BPAY payment (BPAY Payment) directly from your CMT account via our secure Internet service, rather than in writing. A daily limit will apply.

Once you have applied for this facility you will be sent, separately, your confidential electronic transaction code. You will need to quote this code to access your account via our secure internet service. You can BPAY to a registered BPAY Biller.

To apply for this facility please complete the relevant section on the Application Form. Your account operating authority must be "any investor may sign" and your account may not be subject to a mortgage. You acknowledge your understanding of, and agree to be bound by, the following terms and conditions:

- A BPAY Payment request is dealt with in the same manner under the CMT constitution as a written withdrawal request.
- To utilise this facility, your electronic transaction code must be guoted.
- You will indemnify Ord Minnett Management and the Fund for any loss, damage or liability that may be suffered or incurred as a result of our acting in accordance with any BPAY request instructions in relation to your investment.
- If your electronic transaction code is quoted by some other person seeking to access your account, whether authorised by you or not, you will be liable for any losses suffered by you or by us resulting from that other person accessing your account.

 We may amend these terms and conditions at any time and we will notify you before the amendment takes effect.

For additional terms and conditions that apply to the BPAY facility, please see section 2.19 below.

For further information regarding this facility, please contact our Client Services Team on 1800 700 713 between 8:30am- 5:00pm Monday to Friday Sydney time (excludes public holidays).

# 2.13 Direct credits

You can arrange to have dividends, interest income, salary or other regularly received moneys credited directly to your CMT account.

### 2.14 Restrictions on transfers of units

We may decline to register any instrument of transfer of units unless it is duly stamped by the NSW Office of State Revenue and is accompanied by such evidence as we may reasonably require showing the right of the transferor to make the transfer.

# 2.15 Operating Authority

You may nominate in the Application Form whether you require signatures from all investors to operate the account, or that any investor may operate the account individually.

If you nominate any investor to sign, any instructions received by any investor on the account are deemed to be authorised by all investors.

You may change your operating authority nomination at any time by writing to us.

Note: To access online transaction services the operating authority on your account must be set to any investor to sign.

# 2.16 Anti-money laundering and counterterrorism

In order to meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financial Act 2006 (Cth) (AML Act), we may require further information from you to undertake a detailed verification of your identity and the source of any application payments. If you do not provide us with this information, or there is a delay, we may not be able to open an account for you.

We are not responsible for any loss incurred by you as a result of our assessment which may either delay an account being opened or result in an application being declined, when the actions are necessary for us to comply with the AML Act.

We may also require further information from you from time to time to comply with our obligations under the AML Act and you undertake to provide us with all additional information and assistance that we may reasonably require in order to comply with our obligations under the AML Act.

By applying to invest in the Fund, you warrant that:

- you are not aware and have no reason to suspect that:
- the monies used to fund your investment in the Fund have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; or
- the proceeds of your investment will be used to finance any illegal activities; and
- you are not a politically exposed person or organisation.

# 2.17 What if there is a mortgagee noted on the register in respect of my units?

If we permit a mortgage to be noted on the register, unless the mortgagee otherwise consents or requests removal of the mortgagee's details from the unit register, withdrawal proceeds will only be paid as directed by the mortgagee.

# 2.18 Use of Internet Services

# Security

Whilst we have security procedures in place, someone trying to use your account or impersonate you may contact us about your account and attempt to change your details and/or make a withdrawal.

We will not be liable for any losses which occur on instructions that you have not authorised but which appear to be authorised by you.

We may have additional requirements for receiving instructions from you. You will be notified if this affects your instructions.

### Electronic Transaction Code

You must keep your electronic transaction code (**ETC**) secret. You should not disclose your ETC to anyone or record it in a way which could affect its confidentiality. We will not be liable for any losses that may be incurred because we acted on instructions received which used your ETC, whether or not these instructions were authorised by you.

You must tell us immediately if you think that someone else has accessed your account, or if someone else may know your ETC. We will stop access to the account and issue a new ETC as soon as reasonably practicable.

# Access to your account via the internet

You can tell us if you want to permanently stop using internet access for your CMT account by sending us an original signed request. We will block internet access to your account on the second Business Day after we receive that request. Until your account is blocked, all of these terms and conditions continue to apply. We can cancel or restrict your access at any time and for any reason.

We will take all reasonable steps to make sure that the information that you access through our internet service is up-to-date and correct, however we do not guarantee or warrant that your access to your CMT account via our internet service will be uninterrupted or error free.

If access to the website is unavailable, delayed or limited, or if the website does not operate quickly or efficiently, you may be unable to transmit your instructions, transactions and other matters, or such instructions may not be promptly executed or you may be unable to retrieve information on a timely basis. Accordingly, you agree that you will not use the website or email for the communication of any instructions to us that are critical or time sensitive. We will not be

required to act upon any such types of instructions and will not be liable for any actions taken or omissions to act as a result of any communication from the website or email message you send to us. If your operations depend on such communications with us, and such communications are disrupted or delayed, you may suffer losses.

If you are joint account holders, when one of you registers for the Internet Withdrawal Facility or the BPAY Withdrawal Facility, both of you are taken to have agreed to any transactions on your account initiated via our internet service.

# Transacting via the internet

We will not be liable for any losses that occur because we did not receive an instruction or received an instruction that appeared to be incomplete or contain errors. If there are any government fees and charges incurred by us in relation to your use of this service we can debit these from your account.

We can amend these terms and conditions at any time without notice to you. We recommend that you check these terms and conditions on a regular basis by accessing our website at www.ords.com.au/forms.

# 2.19 BPAY withdrawal facility – Additional terms & conditions

# 1. Payments

- 1.1 We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.
- 1.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment for those errors see clause 1.6 below) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your account. Clause 2 describes when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.
- 1.3 Subject to clause 10 Cut off Times, Billers who participate in the BPAY Scheme (as defined in clause 3.1 below) have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut Off Time on a Business Day (as defined in clause 15 below); or
- (b) on the next Business Day, if you tell us to make a BPAY Payment after our Payment Cut Off Time on a Business Day, or on a non Business Day.
- 1.4 A delay may occur in processing a BPAY Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;

- (b) you tell us to make a BPAY Payment either on a day which is not a Business Day or after the Payment Cut off Time on a Business Day;
- (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- (d) a Biller fails to comply with its obligations under the BPAY Scheme.
- 1.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not continue for more than one Business Day, any such delay may continue for a longer period.
- 1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller (as defined in clause 3.1 below) and the amount you needed to pay.

# 2. Liability

# ePayment Code

2.1 Ord Minnett Management has not signed up to the ePayment Code.

Under this clause 2 you are liable for an unauthorised or fraudulent payment made from your CMT account. Your liability is the amount of any unauthorised or fraudulent payment.

- 2.2 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must promptly tell us if:
  - you become aware of any delays or mistakes in processing your BPAY Payments;
  - if you did not authorise a BPAY Payment that has been made from your account; or
  - if you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in this clause 2 and clause 13, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

# Mistaken payments

2.3 If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will investigate the payment. However, if you were responsible for a mistake resulting

in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.

# Unauthorised payments

- 2.4 If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will investigate the payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we can not recover within 20 Business Days of us attempting to do so that amount from the person who received it, and
- (b) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

# Fraudulent payments

2.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment.

However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

# Resolution principles

2.6 If a BPAY Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or

2.5, then we will apply the principles stated in clause 2.4.

If a BPAY Payment you have made falls within both the types described in clauses 2.3 and 2.5, then we will apply the principles stated in clause 2.5.

# Indemnity

- 2.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under these terms and conditions; or
- (b) acted negligently or fraudulently in connection with this agreement.

# Biller consent

2.8 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us vour written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

# 3 BPAY Scheme

3.1 We are a member of the BPAY Scheme.

The BPAY Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments).

We will tell you if we are no longer a Member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a Biller.

3.2 When you tell us to make a BPAY Payment, you must give us the information specified in clause 6 below. We will then debit your account with the amount of that BPAY Payment.

# 4. How to use the BPAY Scheme

- 4.1 BPAY Payments can be made from your CMT account.
- 4.2 The BPAY Withdrawal facility allows you to withdraw units by making a BPAY payment rather than withdrawing in writing. Once you have applied for this facility you will be sent, separately, your confidential electronic transaction code. You will need to quote this code to access your account.
- 4.3 If there is any inconsistency between the terms and conditions applying to the account and the BPAY terms and conditions, the BPAY terms and conditions will apply to the extent of that inconsistency. The EFT Code of Conduct does not apply.
- 4.4 The payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.

# 5. Valid payment direction

We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with the security procedures specified in this Guide.

# 6. Information you must give us

The information you must give us to instruct us to make a BPAY Payment is:

(a) your electronic transaction code must be quoted.

You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

# 7. Payment queries

Ord Minnett Management is a member of the Financial Ombudsman Service.

Please refer to the complaints information in section 8 of the CMT PDS.

# 8. Changes to terms

- 8.1 We can change these terms at any time.
- 8.2 We will tell you about any changes by emailing the new conditions to you and posting the new conditions on our web site.

### 9. Suspension

- 9.1 We may suspend your right to participate in the BPAY Scheme at any time.
- 9.2The circumstances in which we may suspend your right to participate are:
  - Non compliance with any of these Terms & Conditions of the BPAY Withdrawal Facility; or
  - if you or someone acting on your behalf, is suspected of acting fraudulently.

# 10. Cut-off times

If you tell us to make a payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off times: 11.00am on a Business Day

However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a Payment as soon as they receive its details.

# 11. When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY Payment;and
- (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

# 12. Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

# 13. Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that

code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

# 14. Privacy

- 14.1 If you register to use the BPAY Scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
- (b) such of your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.
- 14.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in clause 14.1, as necessary.

14.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Definitions clause 15.

14.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

# 15. Definitions

Biller - see clause 3.1.

BPAY Pty Ltd ABN 69 079 137 518 of 255 George Street, Sydney, NSW 2000.

Telephone (02) 8252 0500.

Cardlink Services Limited ABN 60 003 311 644 of Cnr. Park Road and South Parade, Auburn, NSW 2144, Australia.

Telephone (02) 9646 9222.

Payment Cut Off Time - with respect to a Business Day, the time specified in clause 10 for that day.

You - the account holder instructing us to make BPAY Payments from time to time. Any other grammatical form of the word "you" has a corresponding meaning.

### 2.20 Personal information

When opening a Fund account with Ord Minnett Management, you provide us with personal information such as your full name, address and telephone numbers. Other personal information collected may include proof of identity, personal financial details, and tax file numbers. Naturally we consider this information to be confidential and take all reasonable steps to protect it under Ord Minnett Management's privacy policy.

# Purpose of collecting personal information

The primary purpose of collecting personal information is for opening and maintaining an account for you (including facilitating distribution payments and communications to you). The information may also be used for the secondary purposes of conducting market or customer satisfaction research, developing and identifying products that may interest you and (unless you ask us not to) providing you with information about other products and services offered by Ord Minnett Management, related parties or other organisations.

If at any time you do not wish to receive information about other products and services, please inform us in writing or contact our Privacy Officer.

We may also use and disclose the personal information you provide us for the purposes of complying with our obligations under the AML Act in Australia.

# Disclosure to third parties

Your personal information may be disclosed to related parties of Ord Minnett Management, government agencies, agents and contractors including print service providers and mail houses, our insurers, as required by law and any person to the extent necessary, in our view, in order to carry out your instructions.

If you change your Instructing
Dealer or decide you no longer wish
your Instructing Dealer to have
access to personal information that
we hold about you, then you need
to advise us and your Instructing
Dealer in writing.

We may also use and disclose the personal information you provide us for the purposes of complying with our obligations under the AML Act in Australia.

# Providing the information

It is not compulsory to provide certain personal information requested by us. However, if some of the personal information is not provided by you, we may not be able to open an account for you.

# Access to your information

You can correct and update the personal information we hold about you by contacting your adviser or our Privacy Officer in writing.

If you wish to access and review personal information you must submit a written request outlining the relevant terms of reference for the attention of the Privacy Officer. We will endeavour to process and respond to requests in a timely manner.

### Contacts

You may at any time request a copy of our privacy policy from our Privacy Officer or by accessing it from our website, www.ords.com.au. If you have any questions regarding the Ord Minnett Management privacy policy or how your information is treated, please contact:

Privacy Officer Ord Minnett Management Limited Grosvenor Place Level 18, 225 George Street Sydney NSW 2000 (GPO Box 2613 Sydney NSW 2001)

Telephone: + 61 2 8216 6400 Facsimile: + 61 2 8216 6411

# 2.21 Structure of the Ord Minnett Fund

The Fund is organised as a unit trust. Ord Minnett Management is the responsible entity of the Fund which are governed by Constitutions which set out your and our rights and obligations. A copy of the Constitution may be inspected at our Sydney office.

# Duties of the Responsible Entity

As the responsible entity, we are required to act in the best interests of unit holders and comply with the Constitution of the Fund and the Corporations Act.

We are required to administer the Fund, value the assets of the Fund, issue units and meet withdrawal requests in each case on the terms or conditions set out in the Constitutions.

We can also be removed, replaced or retire in accordance with the provisions of the Constitutions and the Corporations Act.

# Custodian

Citigroup Pty Ltd has been appointed by us as the custodian for the Fund (Custodian). Under the terms of a custody agreement the Custodian holds such assets and title documents of the Fund as Ord Minnett Management may direct. The custody agreement sets out the Custodian's role and its rights and obligations and includes a clause limiting its liability. The Custodian does not quarantee the return of any investment, any tax deduction availability or performance of any investments available through the Fund. It is not the role of the Custodian to protect the rights and interests of investors in the Fund and the Custodian has no supervisory role in relation to the operation of the Fund.

# What are my rights?

As a unit holder in the Fund, you are entitled to a beneficial interest in the Fund. However, this does not entitle you to participate in the management of the Fund, or the assets in which the Fund have invested.

You may, however, attend and vote at meetings of unit holders.

# What are my liabilities under the Constitutions?

Under the Constitution the liability of a unit holder is limited to its investment in the Fund.

# Can the Constitutions be varied?

We may, by supplemental deed, amend the Constitutions. Under the Corporations Act, if the amendment would adversely affect your rights, we must hold a meeting to have the amendment approved.

# Consents and other information

Citigroup Pty Ltd (as Custodian) has given and, before the date of this Guide, has not withdrawn, its written consent to be named as Custodian. The Custodian has not been involved in the preparation, nor authorised or caused the issue, of this Guide or the PDS. Other than in relation to the references made to it, the Custodian takes no responsibility for the contents of this Guide or the PDS and makes no guarantee of the success of the CMT or the repayment of capital or any particular rate of capital or income return.

# 3 Benefits of investing in the Fund

# 3.1 Trust reporting to investors

To keep you informed about your investment, we will send you the following information.

# Transaction and periodic statements

A statement for your CMT account will be sent every month showing your transactions, the value of your investment, distributions within the period, and any fees applicable. This statement will be sent to the postal address you provide unless you have opted in for Electronic Statements.

However, if you wish to find out about transactions other than through your monthly statement you may access our website on www.ords. com.au or please call the Client Services Team on 1800 700 713.

### **Annual statements**

After the end of each financial year, the following will be available to you:

# 1 Income Tax statement information

This statement will assist you in completing your tax return and will detail any tax deducted and interest earned.

# 2 Audited financial statements

Audited finanical statement for the CMT will be available within 90 days of 30 June. These statements can be found by visiting our website www.ords.com.au/forms.

### Electronic statements

You may request that the statements detailed above are delivered to you electronically, rather than in paper form. To authorise and instruct this please make this nomination and provide your email address in the Client Information Section in the Application Form.

# Electronic Statements – Terms & Conditions

- We will send statements to the email address noted on the account.
- You will indemnify Ord Minnett Management and the CMT for any loss, damage or liability that may be suffered or incurred as a result of acting in accordance with your instructions to email statements.

# 3.2 Compliance Plan and Compliance Committee

Ord Minnett Management has a compliance plan in place for the Fund which has been lodged with ASIC. There are also documented compliance review procedures that must conform to the requirements of the compliance plan. The plan and the procedures are in place to ensure that we comply with our obligations under the Fund' constitutions and the Corporations Act.

Ord Minnett Management has also established a compliance committee with two external members and one internal member. Ord Minnett Management reports on its compliance with the compliance plan to this committee on a quarterly basis.

# 4 Fees and costs

# 4.1 Fees and other costs

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the fund assets as a whole.

Taxes and insurance costs are set out in another part of this document. You should read all the information about fees and costs because it is important to understand their impact on your investment.

Type of fee or cost	Amount	How and when paid	
Fees when your money moves	in or out of the Fund		
Establishment fee: The fee to open your investment	Nil	Not applicable	
Contribution fee: The fee on each amount contributed to your investment	Nil	Not applicable	
Withdrawal fee: The fee on each amount you take out of your investment	Nil	Not applicable	
Termination fee: The fee to close your investment	Nil	Not applicable	
Management costs			
The fees and costs for managing your investment	Responsible Entity fee of up to 0.87% per annum (including GST less RITC) of the asset value of the Fund (Responsible Entity Fee); and up to 0.29% per annum (including GST less RITC) of the asset value of the Fund for expenses in operating the Fund for which we are entitled to be reimbursed (Reimbursable Expenses).	The Responsible Entity Fee is accrued daily and is reimbursed out of the Fund on a quarterly basis.	
		Reimbursable Expenses are accrued daily and are usually paid out of the Fund on a quarterly basis, although they may be reimbursed out of the Fund as they arise.	
		Further details on the Responsible Entity Fee and Reimbursable Expenses are provided in the "Additional Explanation of Fees and Costs" section in this Section 4.	
Service fees*			
Investment switching fee: The fee for changing investment options	Nil	Not applicable	

<sup>\*</sup> Other Service Fees apply (see 'Service fees for the CMT' in section 4.7 for more information).

# Additional Explanation of Fees and Costs

# 4.2 Management Cost

The management cost for the Fund covers the general administration and management of the Fund.

Under the Fund constitution, we are entitled to recover all expenses incurred in the proper performance of our duties in respect of the Trust.

Reimbursable expenses include costs for:

- disbursements in connection with the acquisition or disposal of investments in the Fund;
- audit of the Fund's accounts;
- postage and all duties, taxes, levies and other charges in relation to payments to and from unit holders;

- the establishment or maintenance of cheque and other payment facilities;
- printing certificates, accounts, distribution statements and cheques;
- postage of accounts and other documents to unit holders;
- maintaining accounting records and keeping the register; and
- other aspects of the administration of the Fund.

We reserve the right to recover unusual Fund expenses such as, without limitation, expenses associated with convening and holding unit holder meetings.

# 4.3 Differential Fees

We may agree with investors who are "wholesale clients" (as defined in the Corporations Act) to rebate or waive some of the management costs on a case by case basis. Ord Minnett group employees may be entitled to a discount of up to all of

the management costs. Please contact the Client Services Team on 1800 700 713 should you require further information on fees and costs.

# 4.4 Product access payments

To the extent that an operator of a master fund or wrap account through which a Fund is made available is permitted by law to receive fee rebates and/or negotiated one-off payments, we may pay such amounts to such an operator, up to the full amount of

our management costs. These amounts are paid by us from our own resources and are not an additional cost to investors.

# 4.5 Service fees for the CMT

The following fees relate to the various payment facilities available when you invest in units in the Fund. Please see the section on "Investor Information" for details of these facilities.

It is not our intention to increase any of the service fees below for 12 months following the date of this Guide. However, should we decide to increase our fees for any reason we will notify you 30 days prior to the change.

# **Service Fees**

Personal Cheque books	100 cheques	\$32.94
	50 cheques	\$15.99
	25 cheques	\$10.25
Personal Deposit books		\$10.25
Print and Post of Monthly CMT Statement		\$2.50
Print and Post of Annual CMT Financial Report		\$6.00
Personal cheque presentment fee		Nil
Stop payment on personal cheque		\$10.00 each
Dishonour fee on personal cheque		\$22.00 each
Dishonour of Direct Debit		\$22.00 each
Dishonoured cheque deposits		\$12.00 each
Dishonour of deposit via Regular Savings Plan		\$2.75 each
Cheque Withdrawals		\$22.00 each
Telegraphic transfers – AUD*		\$33.00 each
Telegraphic transfers - Other Currency*		\$55.00 each
RTGS (intra day transfer of cleared funds)		Australian residents \$33.00 each
Transaction trace request		\$20.00

All the above fees include GST

# 4.6 Withdrawal Fee

We are entitled to charge a fee of a quarter of one cent (excluding GST) per unit in relation to any withdrawals made for units which have been issued to you for less than 30 days before you make a withdrawal request. In addition to this, we are entitled to charge a

further quarter of one cent (including GST) per unit if your withdrawal request is for less than 1000 units or the dollar value of your withdrawal is less than \$1,000.

However, we do not currently charge either of these fees.

<sup>\*</sup>Certain telegraphic transfer payments cannot be made to some countries and/or in certain currencies. For further information contact our service centre on 1800 700 713

# 5 Taxation

The following information only comments on the Australian income tax implications for Australian resident individual investors who hold their units in the Fund as long term investments on capital account. For other types of investors, the taxation treatment outlined below may not apply. The information is based on current laws and their interpretation. Taxation law is complex and is liable to change at any time.

The application of taxation laws depends upon an investor's individual circumstances.

Accordingly, we strongly recommend that you obtain professional taxation advice on the taxation implications of investing in the Fund as they apply to your circumstances. Further, if you are a non-resident investor, you should note that taxation laws in other countries differ from Australian tax law

# 5.1 Income tax

As you will appreciate, there are taxation implications of investing in the Fund. To assist you, we will provide an annual statement that contains details of the tax components of your net income from the Fund and any Australian tax deducted from your distributions.

We intend to distribute all of the net income of the Fund each financial

year. This is to ensure that the Fund itself does not become liable for income tax.

You should note that even though you may receive your income payment after 30 June, it is taxable in the year that it was earned, even if it is reinvested.

# 5.2 Pay as You Go (PAYG)

For purposes of calculating PAYG instalments, unit holders in the Fund are required to include in their instalment income any amounts distributed or applied for their benefit in the period the benefit was received.

### 5.3 Non-resident unit holders

Appropriate statutory deductions of Australian tax will be made from distributions to non-residents (including reinvestments) where applicable.

# 5.4 Goods and Services Tax

The Fund has registered for GST. No GST will be imposed on the issue or withdrawal of units in the Fund and receipt of distributions. We reserve the right to charge GST where applicable.

Fees paid by the Fund to Ord Minnett Management will be subject to GST. However, the Fund claims a RITC (effectively a refund) calculated as a percentage of the GST paid. We recommend that you seek your own professional advice on how GST will impact your investment in the Fund.

### 5.5 Transaction taxes

Unit holders may be liable to pay duty on transfers of units.

# 5.6 Tax File Number ("TFN")

You have the choice of whether or not to provide us with your TFN or appropriate exemption details. If you do not, we are required to withhold tax from your income distributions at the highest marginal rate plus the Medicare levy.

Business investors may quote an Australian Business Number (**ABN**) instead of a TFN where units are held in the course or furtherance of an enterprise.

The Application Form for the Fund makes provision for you to quote your TFN, ABN or exemption details. The TFN rules do not apply to non-residents.

# 5.7 Social Security

You should be aware that an investment in the Fund could affect your entitlement to social security benefits. If this applies to you, we recommend that you seek specific advice from your taxation adviser or Centrelink.

# **Ord Minnett Offices**

# **Ord Minnett Head Office**

### **Sydney**

Grosvenor Place Level 18, 225 George Street Sydney NSW 2000 Tel: (02) 8216 6300 sydney@ords.com.au

### **National Offices**

### **Adelaide**

Level 5, 100 Pirie Street Adelaide SA 5000 Tel: (08) 8203 2500 adelaide@ords.com.au

# **Brisbane**

Riparian Plaza Level 34, 71 Eagle Street Brisbane QLD 4000 Tel: (07) 3214 5555 brisbane@ords.com.au

# Canberra

Ambit House 101 Northbourne Avenue Canberra ACT 2600 Tel: (02) 6206 1700 canberra@ords.com.au

# Geelong

Office 3, Suite 4 200 Malop Street Geelong, VIC 3220 (03) 4210 0200 geelong@ords.com.au

### **Gold Coast**

Level 7, 50 Appel Street Surfers Paradise QLD 4217 Tel: (07) 5557 3333 goldcoast@ords.com.au

### Hobart

Ground Floor 85 Macquarie Street Hobart TAS 7000 Tel: (03) 6161 9300 hobart@ords.com.au

### Mackay

45 Gordon Street Mackay QLD 4740 Tel: (07) 4969 4888 mackay@ords.com.au

### Mildura

128 Lime Avenue Mildura VIC 3500 (08) 7074 8400 mildura@ords.com.au

### Melbourne

Level 22, 35 Collins Street Melbourne VIC 3000 (03) 9608 4111 melbourne@ords.com.au

# Newcastle

426 King Street Newcastle NSW 2300 Tel: (02) 4910 2400 newcastle@ords.com.au

### Perth

Level 27, 108 St Georges Terrace Perth WA 6000 Tel: 1800 517 411 perth@ords.com.au

# **Sunshine Coast (Buderim)**

Burnett House 99 Burnett Street Buderim OLD 4556 Tel: (07) 5430 4444 buderim@ords.com.au

# **International Office**

### **Hong Kong**

1801 Ruttonjee House 11 Duddell Street Central Hong Kong Tel: +852 2912 8980 enquiries@ords.com.hk

