



JPH Group: Client engagement terms and conditions

Thank you for engaging the JPH Group.

These terms and conditions apply to all clients who engage an entity in the JPH Group to provide our taxation, accounting, business advisory, financial planning, mortgage broking, real estate, legal and related services.

Tailoring our services to you

The JPH Group is comprised of a number of separate legal entities. **Annexure 1** to these terms describes the separate entities which comprise the JPH Group business units, and the specific services which each unit provides to our clients. When you engage JPH Group, you may engage more than one business unit to act for you, if you require a range of services to be provided. For example, you may require tax and accounting advice - which is provided by our JPH Taxation Services partnership, as well as mortgage broking services - which are provided separately by JPH Mortgage Origination.

Service Terms - specific terms which apply to different business units

As a result of each business unit providing services of a different kind, each one has different regulatory and disclosure requirements.

So when you engage each business unit, there will be additional terms and conditions specific to those services – **Service Terms**.

Those Service Terms complement these general terms, but to the extent there is any inconsistency the specific terms and conditions prevail. The different Service Terms include those described in **Annexure 2** to these terms and conditions.

How we provide our services

Our services are provided in a range of different ways, including by providing written advice, oral advice or taking specific actions as agreed with you.

We may take our instructions from you by any means, electronic or otherwise, including in person or over the phone: we will use all reasonable endeavours to record in writing your instructions if you provide them in this way.

Business units have some common ownership, and common officers

Each business unit is a separate legal entity, but each unit has ownership in common with the others to varying degrees, and do have common officers and employees.

Confidentiality

Your confidential information is kept confidential to your file within each business unit, except to the extent that you authorise JPH Group to share information between business units in order that each business unit is able to provide its services to you.

Generally that authorisation will be sought from you in person when it is apparent that you will require, for instance, tax and accounting services (provided by JPH Taxation Services) as well as financial planning services (provided by JPH Capital). Otherwise, JPH Group will seek that authorisation from you in writing.

In some circumstances, outlined under 'Conflicts management' below, persons who work in or have an ownership interest in a particular business unit will be prevented from accessing information on your file in that business unit.

Conflicts management

In some circumstances JPH Group may be acting on behalf of two clients in relation to a single transaction.

Generally this arises in respect of the Mint Business Brokers business unit where, for example, Mint may be acting for the vendor of a business or real estate, and sells (or proposes to sell) that business or real estate to a

different client of another JPH Group business unit. It may also arise where JPH Lawyers are providing legal services to a client of JPH Group.

In such circumstances, JPH Group will apply the following protocols (**Conflicts Protocols**):

- Mint will not act for both a vendor and purchaser in respect of the same business or real estate;
- JPH Lawyers will not act for more than one party to a transaction;
- where different clients are represented in respect of one transaction by different JPH Group entities, each client will be advised of this;
- where Mint is acting for a client, the other client will be represented by a separate JPH Group business unit;
- where JPH Lawyers is acting for a client, the other client will be represented by a separate JPH Group business unit: the other client will also be required to source any legal services from outside the JPH Group;
- where Mint or JPH Lawyers has an owner, employee or officer in common with the other JPH Group entity, then strict matter protocols will be effected such that no person in the JPH Group – regardless of their capacity - will have access to both client files (sometimes referred to as a 'Chinese wall');
- consistent with the JPH Group's confidentiality policies and obligations, neither JPH Group entity in the above circumstances will share information about their respective clients;
- information about the respective clients' positions will only be disclosed as instructed by each relevant client, consistent with commercial arm's length dealing.

JPH Lawyers will not act for a client (**Client A**) where there is a conflict between its duties to act in the best interests of that client, and the interests of any other entity in the JPH Group. Please note that this will not prevent JPH Lawyers from acting for Client A where another JPH Group entity is acting for Client B, if the only factor is that the other JPH Group entity will earn remuneration from acting for Client B. In those circumstances the Conflicts Protocols will be implemented.

Remuneration & referral arrangements within the JPH Group

JPH Group confirms that in the above circumstances, as in every matter, each business unit charges and recovers fees and expenses only from that unit's own clients.

In limited circumstances entities in the JPH Group will pay a referral fee to another entity in the JPH Group where the ownership structure of the business units differs. For example, where a client is referred to JPH Lawyers by a different member of the JPH Group, that member of the JPH Group receives a referral fee from JPH Lawyers.

Also, in circumstances where business units have common ownership, officers or employees, those persons or entities may also benefit indirectly from services provided by another business unit under the Conflicts Protocols. By way of example:

- A common director will be prevented by the Conflicts Protocols from acting in Mint on a transaction for client B, if that director acts for client A on that transaction in, say, JPH Taxation Services. However, the common director may benefit indirectly from the services provided to Client B because they have a financial ownership interest in Mint.
- A common director will be prevented by the Conflicts Protocols from accessing the client file of JPH Lawyers where it acts for client B, if that director acts for client A on that transaction in, say, JPH Taxation Services. However, that common director, who is an associate of JPH Lawyers, may benefit indirectly from the services provided to Client B because they have a financial ownership interest in JPH Lawyers.

Referral arrangements outside the JPH Group

The JPH Group obtains referrals from a range of sources including accountants, financial planners, real estate agents and other people. If you were introduced or referred to JPH Group by such a person, we may pay the referrer a commission or a fee.

Advertising arrangements

Mint Business Brokers may advertise real estate or businesses either publicly (where instructed by the client under an agreed marketing plan) or to existing clients of the JPH Group or to both.

If the JPH Group receives any instructions from other clients regarding real estate or businesses being sold by Mint Business Brokers, then Mint Business Brokers and each relevant entity in the JPH Group will immediately implement the Conflicts Protocols.

Privacy

The JPH Group has a privacy policy (which you can view here [JPH Privacy Policy](#)) which discloses the purpose of collecting personal information from you, and how the personal information you provide to JPH Group and its representatives is collected, used, held, disclosed and disseminated.

Concerns or complaints

Any current or prospective client of JPH Group who has any concerns regarding these terms, the implementation of these terms or the application of the Conflicts Protocols, or services provided by JPH Group should immediately speak with their adviser at JPH Group to attempt to resolve those concerns.

If those concerns cannot be resolved to the client or prospective client's satisfaction, then the client may seek independent advice.

Complaints services

Depending on which services you obtained from us, you may also have rights to (or be obliged to) pursue any complaints through a formal process. Details about those processes, and dispute resolution services in which members of the JPH Group participate, are set out in the relevant Service Terms.

Notices

We can provide documents and serve notices on you personally or by any means, electronic or otherwise. For this purpose, we will rely on the information you have provided to us about your contact details. You can provide documents and serve notices on us by emailing them to info@jphgroup.com.au, copied to your adviser at their JPH Group email address. You can post documents to the street address on our website.

Documents sent by post will be deemed served after 6 business days (or 2 business days if served by express post) Documents sent electronically or by fax are deemed served on the business day they are sent, unless they arrive after 6pm, or on a non-business day, in which case they are deemed served the next business day.

Consent

By engaging an entity in the JPH Group, you acknowledge and agree that you are bound by these terms and consent to each relevant entity in the JPH Group providing its services to you in the manner set out in this document. Each of those entities may separately rely on this acknowledgment.

Liability limitation

Our liability is limited by a scheme approved under professional standards legislation.

Annexure 1 to JPH Group terms and conditions - JPH Group Entities

Entity	JPH Group Pty Ltd ACN 125 795 959 as trustee for the JPH Group Unit Trust ABN 12 092 515 212 Each other entity identified as forming part of the JPH Group as set out on our website from time to time.
Services	Non-trading
Services	Tax and accounting services
Entity	The partners in the JPH Taxation Services Partnership ABN 53 139 458 805
Short name	JPH Taxation Services
Services	Business & real estate services
Entity	Mint Business Brokers Pty Ltd ACN 603 735 333 as trustee for JPH Asset Management Unit Trust ABN 89 354 462 429
Licence details	Victoria State Licence Number: 077075L. Agent: Blake Hedley
Short name	Mint Business Brokers/Mint
Services	Mortgage broking
Entity	JPH Mortgage Origination Pty Ltd ACN 108 784 425 as trustee for the JP Unit Trust ABN 60 699 597 408
Services	Mortgage broking
Licence details	Credit licensee – licence number 392272
Short name	JPH Mortgage Origination
Services	Financial planning and advice
Entity & Licence details	JPH Capital Pty Ltd ACN 604 474 464 ATF JPH Capital Unit Trust ABN 69 363 575 833 AFS Representative Number: 001008171 Authorised representative of Interprac Financial Planning Pty Ltd AFSL 246638
	Nick Perrett AFS Representative Number 001008177 Authorised representative of Interprac Financial Planning Pty Ltd AFSL 246638
	Blake Hedley AFS Representative Number 001008173 Authorised representative of Interprac Financial Planning Pty Ltd AFSL 246638
Short name	JPH Capital
Services	Legal services including conveyancing, estate planning and business transactions
Entity	JPH Lawyers Pty Ltd ACN 618 417 299 ATF JPH Lawyers Unit Trust ABN 22 413 156 596
Short name	JPH Lawyers

Annexure 2 to JPH Group terms and conditions – Service Terms

Entity	JPH Group
Service Terms	Privacy policy, available at www.jphgroup.com.au/privacy-policy Client information forms Terms and conditions on tax invoices as issued from time to time
Entity	JPH Taxation Services
Service Terms	Letter of engagement with JPH Group
Entity	Mint Business Brokers/Mint
Service Terms	Letter of engagement with JPH Group
Entity	JPH Mortgage Origination
Service Terms	JPH Credit Guide
Entity	JPH Capital
Service Terms	Interprac Financial Planning Pty Ltd Financial Services Guide – Part 1 Interprac Financial Planning Pty Ltd Financial Services Guide – Part 2 Adviser Profile
Entity	JPH Lawyers
Service Terms	Costs agreement and disclosure letter provided by JPH Lawyers