

# Money Market Service Terms and Conditions

Macquarie Private Wealth  
A world of opportunities



Macquarie Equities Limited  
ABN 41 002 574 923  
AFSL No. 237504  
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**FORWARD** thinking



# Terms and Conditions

1. You acknowledge that Macquarie Private Wealth's Money Market Service ("Service") is provided by Macquarie Equities Limited ("MEL").
2. You acknowledge that MEL will not act on a discretionary basis on your behalf, or for your benefit, under any circumstances in relation to the Service.
3. You authorise and request MEL to make investments in your name, at your direction or at the direction of any Authorised Representative(s) with various institutions using funds held by MEL on your behalf which may include monies held in MEL's trust account.
4. Where we have your instruction, you authorise MEL to complete any application process on your behalf including providing required personal information and completing and signing forms. Where applicable, you authorise MEL, with your instruction, to nominate and/or change your settlement account details held with the issuers of the products in which you invest through the Service. You agree to complete any additional investment documentation, where requested. You authorise MEL to accept disclosure documents and enter agreements on your behalf. Except where required by law, you acknowledge that MEL is not obliged to forward to you investment product documentation MEL may receive concerning investments made in your name.
5. You acknowledge that upon our receipt of instructions from you or any Authorised Representative(s) we will assume that you have read and agree to the terms and conditions of the investment into which you are instructing us to place your funds. Any dispute you may have concerning the investment would be a matter for you to resolve with the issuer of the investment. In the case of placing funds with third parties, we do not warrant the characteristics or quality of the investments and, to the extent permissible by law, we are not liable to you for those investments.

6. You authorise and request MEL to access any of the funds deposited in accordance with this authority, for settlement of all transactions, and to debit any of these funds for any payments arising in relation to transactions including, but not limited to the subscription and acquisition of financial products and any associated fees and charges related to the services provided by MEL.
7. You authorise and request MEL to have access to any of the funds deposited in accordance with this authority to apply, close, transfer, withdraw, redeem, reinvest or renew the investments as directed by you.
8. Your funds earn interest from when they are invested, assuming we have all the documentation we require to open your account. For example if you transfer funds on a Monday night and we invest your funds on the Wednesday, your funds will begin earning interest from the Wednesday.
9. Through the Service, we facilitate a range of investments with different terms and conditions. Those terms and conditions, including rates of return and fees, are subject to change at the discretion of the issuer of the investment.
10. You agree that MEL is not liable for any financial consequence or inconvenience as a result of not acting on your instructions or the instructions of any Authorised Representative(s) where MEL had reasonable grounds for not acting.
11. You represent that you and any person you have authorised to act on your behalf in relation to the Service is at least 18 years old.
12. If there is more than one account holder, then you agree that you are each jointly and severally liable under these terms and conditions. Until otherwise specified in writing, you agree that MEL may act on the instructions of any one of you, without the necessity to refer to or notify any other person in connection with those instructions.
13. You acknowledge that if you become aware of any unauthorised instructions on your account you will contact MEL or your Macquarie Private Wealth adviser immediately.

14. You agree to notify MEL in writing within two (2) business days of any change in the personal details that you have previously provided in connection with your account. You acknowledge that MEL is not able to accept notification by email.
15. You acknowledge MEL is entitled to rely on any instruction in relation to the Service, which appears to have been duly authorised by you or any Authorised Representative(s).
16. If you or any Authorised Representative(s) provide documents or other instructions by way of facsimile, you release Macquarie and its related bodies corporate from and indemnify them against all losses and liabilities arising from any payment or action they make based on any instruction (even if not genuine) that are received by facsimile bearing your account number, a signature apparently either yours or that of an Authorised Representative. You also agree that neither you nor anyone claiming through you has any claim against the Macquarie, or its related bodies corporate in relation to these payments or actions.
17. If you invest in a product through the Service, you acknowledge that MEL may receive fees or commissions from the product issuer, based on the amount of the investment. The types of commission MEL may receive include trail and upfront commissions and management fees, depending on the type of product you invest in. You acknowledge that MEL will retain accrued interest from its trust account, where your funds are placed in the trust account pending investment at your direction.
18. You agree that MEL may change or update the scope of these terms and conditions. MEL will give you prior notification of changes. Your next set of instructions following that notification will constitute your agreement to the notified changes.
19. You consent to MEL using and disclosing your personal information for the following purposes:
  - (a) processing this application and administering the services;
  - (b) communicating with you about any product or service MEL facilitates, offers or supplies to you.

You consent to MEL disclosing your personal information to:

- (c) other companies in the Macquarie Group, or any external service providers, who provide services in connection with the Macquarie Group's products and services, including suppliers of administrative services (for example, mailing houses);
- (d) companies or managed funds in which investments are made on your behalf and any organisations those companies may appoint to manage their share registries (this may include providing your tax file number to these organisations);
- (e) your financial adviser;
- (f) a party where MEL believes, acting in good faith, that the law requires or permits it to do so, such as to comply with AML/CTF Laws (as defined in clause 25) and/or to a governmental agency or regulatory authority, or where you consent to the disclosure; and
- (g) any party proposing to acquire an interest in MEL's business.

20. You acknowledge that:

- (a) you are not obliged to provide MEL with any of the personal information requested in this application form, or in any other document or communication relating to the products or services MEL facilitates, offers or supplies to you. However, without this information, MEL may not be able to process your application or provide you with the appropriate level of service;
- (b) you may request access to your personal information held by MEL by contacting MEL.

21. MEL may record telephone conversations between you and representatives of MEL.

22. MEL is an Australian Financial Services Licensee and is authorised to request or collect TFNs from you for the purposes of disclosure to the Tax Office and investment bodies when making investments on your behalf.

You are not required to provide MEL with your TFN, and if you decide not to, the relevant investment bodies may withhold tax, at the highest marginal rate plus Medicare levy, from income paid to you. By providing your TFN to MEL, you appoint MEL as your agent and authorise MEL to provide your TFN to all investment bodies with whom MEL acts on your behalf. You acknowledge this authority extends to the provision of your TFN to the relevant investment body for any further investments where MEL acts on your behalf. You acknowledge this authority will apply to MEL until such time as you revoke it, in writing.

23. We are required to comply with anti-money laundering and counter-terrorism financing laws. You agree to provide to us upon request with any information we reasonably require to comply with those laws. You acknowledge that, in order to comply with those laws, we may be required to suspend or cease providing services to you. You acknowledge that we may not be permitted to provide you with information concerning actions we take in compliance with these laws. You agree that we will not be liable for any financial consequences or inconvenience connected with our compliance with those laws.
24. Any dispute between you and MEL will be dealt with in accordance with Macquarie Group's complaints policy. This policy can be found at [www.macquarie.com.au/au/complaints\\_policy.htm](http://www.macquarie.com.au/au/complaints_policy.htm). All parties to this agreement may utilise the Financial Ombudsman Service (FOS), of which MEL is a member, to resolve any dispute.
25. Upon maturity, we will repay or reinvest all or part of your initial principal and interest in accordance with the written instructions we receive. Where all or part of your principal plus interest is to be repaid, we will electronically credit your Nominated Bank Account by the end of the next Business Day. Where we have not received instructions at least one Business Day prior to maturity, we will roll your investment for the same term at the interest rate offered at that time.

If you have invested in a product that requires a Product Disclosure Statement such as a Debenture and we don't have instructions, we will pay the principal and interest to your Nominated Bank Account.

26. Anti-Money Laundering and Counter-Terrorism Financing Act 2006
- (a) You must not knowingly do anything to put MEL in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws). You agree to notify MEL if you are aware of anything that would put MEL in breach of AML/CTF Laws.
  - (b) If requested, you agree to provide additional information and assistance and comply with all reasonable requests to facilitate MEL's compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction.
  - (c) You represent and warrant that you are not aware and have no reason to suspect that:
    - the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and
    - proceeds of investment made in connection with this product will fund Illegal Activities.
  - (d) MEL is subject to AML/CTF Laws. In making an application pursuant to these terms and conditions, you consent to us disclosing in connection with AML/CTF Laws any of your Personal Information (as defined in the Privacy Act 1988 (Cth)) we have.
  - (e) In certain circumstances we may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account
  - (f) MEL retains the right not to provide services/ issue products to any applicant that MEL decides, in its sole discretion, that it does not wish to supply.

27. You acknowledge that MEL is not an authorised deposit-taking institution for the purposes of the Banking Act 1959(Cth) and MEL's obligations do not represent deposits or other liabilities of Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MEL.
28. Authorised Representative
- (a) You may request us, by completing Section 4 of the Application Form, to allow another person or persons ('the Authorised Representative') to operate or access your Account. The Authorised Representative will need to provide proof of identification documents as set out in Section 10 of the Application Form.
  - (b) These Terms and Conditions apply to the Authorised Representative in the same way that they apply to you. You should ensure that the Authorised Representative has read these Terms and Conditions and complies with them. If the Authorised Representative does not comply with these Terms and Conditions, you will be held liable.
  - (c) We cannot accept amendments to your Account details from an Authorised Representative.
  - (d) Subject to these terms and conditions we may act on electronic or verbal instructions which purport to be from the Authorised Representative to your Account.
  - (e) The authority of the Authorised Representative can only be revoked by notifying us in writing. We may cancel the authority of the Authorised Representative at any time if we receive written notice of the death, bankruptcy, or mental illness of either you or the Authorised Representative.
  - (f) You consent to us giving the Authorised Representative information about your Account.

- (g) When the Authorised Representative instructs us to carry out an action, or conduct a transaction, we will act on the instructions of that person. We are not required to make any inquiries in relation to any instructions received from the Authorised Representative in relation to the operation of your Account. We are not liable for any loss or damage caused to you by the Authorised Representative operating or accessing your Account.



For more information about  
the Macquarie Private Wealth  
Money Market Service:



1800 789 789



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



[macquarieprivatewealth@macquarie.com](mailto:macquarieprivatewealth@macquarie.com)

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