

Retail Client Agreement - Investment Services

The purpose of this agreement is to set out the basis on which we will act for you and to clarify our respective responsibilities. If you ask us to provide you with advice, you will be asked to sign to confirm you have read and understood the contents of this agreement

Our Regulatory Obligations: Fistic Ltd trading as The IFA Company is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 309463. Our permitted business is advising on and arranging investments. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768

We will observe and act in accordance with the principles, rules and guidelines of the Financial Conduct Authority (FCA) when we accept instructions from you. Unless we notify you in writing to the contrary, we will treat you as a retail client, meaning that you are entitled to the highest level of protection afforded by the UK regulatory system.

Certain financial products and services are not regulated by the FCA, which means clients purchasing them may not be entitled to the protection of the UK regulatory system. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with the purchase.

Our Products & Services: Independent investment advice – we will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a sufficient range of relevant financial products from across the market to meet your investment objectives. Our relevant market does not include single shares, derivatives or higher-risk leveraged financial instruments.

We use all reasonable skill and care to protect your interests and monitor the security of the product providers with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of a product provider and we accept no liability for any financial losses or increased costs suffered by you arising from its financial insecurity

Payment for our Services: The following information explains our charging structure and your payment options in general terms. You will pay for our services based on a fee, adviser charge, or a combination of both. In this document we refer to these as 'charge' or 'charges'. You will receive a separate Fee Agreement which sets-out out the investment services you require from us and the specific charges we will make for providing these. We will discuss your payment options with you and answer any questions you may have.

Initial consultation: We will provide you with an initial consultation with an adviser of up to 1 hour. This helps us to understand your financial circumstances, objectives and priorities and establish how we can help you. We do not charge for this service.

Financial review, advice and recommendations: We will carry out a financial review, provide advice and make recommendations to you in line with your requirements. For example, some clients could require a full review, whereas others might simply want us to limit our advice and recommendations towards addressing a specific financial need. As part of this process we will gather relevant information about your circumstances, establish the investment risk you are willing & able to take, recommend suitable products and explain why our recommendations are suitable to your needs.

Our charge for this service is a pre-agreed fixed amount payable when we issue a letter to you presenting our recommendations. If you do not proceed with the purchase of a product, this charge is still payable. However, if you proceed with the purchase of a product, we will normally discount this charge; details will be confirmed in your fee agreement.

Arranging lump sum investments and / or transfers and / or regular contribution products: If you instruct us to proceed with the purchase of a product involving a lump sum investment and / or transfer, we will arrange the product on your behalf, handle the associated administration and keep you appropriately informed throughout the process. Our charge for this service is based on a pre-agreed percentage of the amount you invest / transfer, usually between 1.5% - 3.5%.

Ongoing service: We will review the suitability and performance of your investments and your wider financial circumstances annually and make recommendations if we think changes are required. We will discuss and agree the rate, frequency and length of our ongoing service. Our charge for this service is based on a pre-agreed percentage of the value of your investment, usually between 0.25% - 1.0%; the amount you pay will fluctuate with the value of your investment.

There will be an additional charge for any additional work as a result of ongoing reviews. If – as a result of a periodic detailed review of your investments – changes to your products or funds are required, these changes will be subject to a one-off fee or a pre-agreed percentage of the value of the investments to be changed, usually between 0.5% - 1.0%

Your payment options: Charges for our service can be settled through a fee payment or via an advisor charge. Fee payments are for a set amount and are made directly to us from your bank account.

Advisor charges are charged at the rate agreed between you and us and are deducted by the product provider or platform from the cash and funds held by them. Although you pay nothing to us up front, this does not mean that our services are free as you still pay us indirectly through a deduction from the amount you pay into your product. This deduction settles the charge but could reduce the amount left for investment.

Communications: we require clients to give us instructions in writing to avoid the risk of errors & omissions. All communication and product documentation will be in English. All product documentation will be prepared in accordance with your instructions and issued to you in a timely fashion. You should always check documentation to ensure all details are correct; where this is not the case please contact us immediately.

Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via e-mail or other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch or any errors or problems that may arise through the use of internet communication. All risks connected with sending sensitive information relating to your financial affairs are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

Cancellation Rights: A right to cancel a financial product is available in most cases, within 30 days of signing an application in the case of a life, pure protection, or pension policy and within 14 days for other products. If you cancel a contract involving a lump sum contribution, and the value of your investment falls due to market movements during the cancellation period, you may not get back the full amount you invested.

Retention of and Access to Records: During the course of our work we will collect information from you and others acting on your behalf; original documents will be returned to you following the preparation of our recommendations. Please be aware that we can't hold such documents e.g. birth certificates or policy schedules – on your behalf.

Code of Ethics: We are committed to maintain the highest professional standard in financial services. As such, our code of ethics requires us to comply with all relevant laws and regulations, act with the highest ethical standards and integrity, act in the best interest of each client, provide a high standard of service and treat clients fairly.

Conflicts of interest We confirm that we will notify you immediately should we become aware of any conflict of interest affecting you, unless we are unable to do so because of our confidentiality obligations, and we will take steps as necessary to deal with the conflict.

Confidentiality: Where you give us confidential information we shall at all times keep it confidential except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

Complaints: If you wish to register a complaint, please contact us in writing to Fistic Ltd. t/a The IFA Company, 43 Main Street, Egremont, CA22 2AD or by telephone on 01946 821150. Our internal complaints handling procedures for the reasonable and prompt handling of complaints is available upon request. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service www.financial-ombudsman.org.uk or 0800 0234567.

Financial Services Compensation Scheme (FSCS): If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim. Most types of investments & pensions are covered up to a maximum limit of £85,000.

Different levels of FSCS cover may apply in the event of the default of the Insurance company or the product provider. Further information about compensation arrangements is available from the Financial Services Compensation Scheme. www.fscs.org.uk

Where financial products and services are not regulated by the Financial Conduct Authority, clients purchasing them may not be entitled to the protection of the UK regulatory system – this includes the FSCS.

Applicable Law This agreement is governed by and construed in accordance with English law. The courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction. If any provision in this standard agreement – or its application – are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

We will not accept responsibility if you act on our past advice before checking with us that this past advice is still valid in light of any change in the law or your circumstances.

Contracts (Right of Third Parties) Act 1999 This agreement is between you and The IFA Company and 3rd parties shall have no rights under this Act to enforce any terms of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

The advice that we give you is for your sole use, is confidential to you and will not constitute advice to any 3rd party to whom you may communicate it. We accept no responsibility to 3rd parties who act on advice given to you.



The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007: In common with all financial businesses, we are required by this Act and these Regulations to obtain and retain copies of evidence of identity, and report in accordance with the relevant legislation and regulations.

We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act 2002 and includes concealing, converting, using or possessing the benefit of any activity that constitutes a criminal offence in the UK. It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit. We are obliged by law to report any instances of money laundering to the National Crime Agency without your knowledge or consent.

We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the principles, rules and guidance published by the Financial Conduct Authority.

Agreement to our Appointment and Terms Our appointment will start once you inform us that you want The IFA Company to act on your behalf. This agreement supersedes any previous agreement between us (where relevant) and will remain effective until it is replaced. If we are instructed to start work before receiving a signed copy of this agreement, we will treat your instruction as acceptance of all the terms of this agreement, unless we hear from you to the contrary within 30 days of you giving us that instruction. The IFA Company shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

For & on behalf of The IFA Company

Signed:	Date:
	(advisor name)

I / We confirm that I / we have read and understood the contents of this agreement and agree that they accurately reflect the services I / we have instructed you to provide.

Signed:	Date:
	Client 1
Signed:	Dated:
	Client 2
Address:	