## Facilitated Adviser Charging Consent Form

Adviser charging is one of the ways you can pay your Financial Adviser for financial advice

#### THIS FORM MUST BE COMPLETED FOR IFSL TO FACILITATE THE ADVISER CHARGE. Please compete relevant sections.

### 1. Investor Details

Full Name		
Client ID	Date of birth	D D M M Y Y Y Y

### 2. Financial Adviser's Details To be completed by the Financial Adviser

IFSL Agency Code (if known)		Adviser FCA Number
Title	Surname	Forename(s)
Name of Advi	iser Firm	
Registered A	ddress	
		Postcode
Telephone		Email
Adviser Bank	Account Name	
Bank/Building	g Society Name	
Unitholder ID		Sort code $X \mid X \mid - \mid X \mid X \mid - \mid X \mid X$

### 3. Ongoing Adviser Charge – Paid Monthly To be completed by the Financial Adviser

Complete this section if the Facilitated Adviser Charge is for ongoing services. Please sell shares/units from my accounts each month to pay my Financial Adviser an ongoing Adviser Charge of:

#### % of the total holdings p.a.

The Facilitated Adviser Charge will be taken proportionally across all funds held under the Holder ID given in section 1. Deals will be placed on the 1st of each month to sell the shares/units from your account(s). If the 1st is a non-dealing day, deals will be placed on the next available dealing day.

Investment Fund Services Limited (IFSL) is registered in England and Wales No. 06110770. Authorised and regulated by the Financial Conduct Authority and a member of The Investment Association.

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## 4. Client Declaration

- (a) I/We have appointed the Financial Adviser shown on this form (the Financial Adviser).
- (b) The Financial Adviser has explained their charges to my/our full satisfaction and I/we agree to the release of this information and payment of the Facilitated Adviser Charges as detailed in this form (the Facilitated Adviser Charges).
- (c) I/We understand that Investment Fund Services Limited (IFSL) is facilitating the payment of the Facilitated Adviser Charges to the Financial Adviser and any queries or complaints in respect of these charges should be directed to the Financial Adviser and not IFSL.
- (d) I/We agree that all Facilitated Adviser Charges become immediately due and payable on and from either the date that IFSL receive a complete Facilitated Adviser Charging Consent Form or the future commencement date specified on the form.
- (e) I/We understand it is the Financial Adviser's responsibility to account for VAT and any other taxes and duties within all Facilitated Adviser Charges.
- (f) I/We understand that this agreement will continue in full force and effect unless and until cancelled in writing by either the Financial Adviser or the investor(s).
- (g) I/We have received a copy of IFSL's Facilitated Adviser Charging Guide for investors and I/We have read and understood that document.
- (h) I/We have read, understood and agree to the Facilitated Adviser Charging Terms and Conditions of IFSL, a copy of which is attached to this form.
- (i) I/We declare that the details provided in this form are a true, complete and accurate representation of my/our instructions in relation to Facilitated Adviser Charges and I/we understand that the details provided in this form will supersede and replace any instructions that I/we have previously provided in respect of the payment of Facilitated Adviser Charges.
- (j) I/We understand that IFSL do not offer flexible ISAs and any funds withdrawn from an ISA cannot be subscribed back into the ISA in the same tax year without this affecting the tax-free allowance. I/We understand the effects of capital erosion on redemptions for the Facilitated Adviser Charge

#### All parties to an account must sign - signatures must be original

#### Signed by

Full name		
Signed	Date	D D M M Y Y Y
Joint holder (1) Full name		
Signed	Date	D D M M Y Y Y
Joint holder (2) Full name		
Signed	Date	D D M M Y Y Y Y

## 4. Client Declaration continued

Joint holder (3) Full name		
Signed	Date	D D M M Y Y Y
oint holder (4) Full name		
Client signature	Date	D D M M Y Y Y

## 5. Adviser Declaration

- (a) I am duly authorised to bind the Financial Adviser to the terms of this Facilitated Adviser Charging arrangement and to make the declarations in this form on behalf of the Financial Adviser. I acknowledge I will also be personally liable to IFSL in the event that the Financial Adviser claims that I am not so duly authorised and/or to the extent that the Financial Adviser does not fulfil its obligations to IFSL under the terms of this form.
- (b) I declare that all completed details on this form in relation to the Financial Adviser are true and complete and agree that the Financial Adviser will notify IFSL immediately in writing should any of the details change.
- (c) I declare that the Financial Adviser has fulfilled its regulatory responsibilities to the investor(s) and that the Financial Adviser agrees to be also bound by the terms agreed with the investor(s).
- (d) I declare that the Financial Adviser has explained to and advised the investor(s) concerning all implications regarding the use of the IFSL Facilitated Adviser Charging facility, including:
  - i) Capital Gains Tax considerations;
  - ii) The effects of capital erosion on redemptions for the Facilitated Adviser Charge;
  - iii) The fact that units/shares will be redeemed to meet the Facilitated Adviser Charge;
  - iv) How to cancel this agreement if the investor so wishes; and
  - v) The service that the investor(s) can expect from the Financial Adviser for the Facilitated Adviser Charge payment.
- (e) I declare that the Financial Adviser understands that the Facilitated Adviser Charge monies will become due and payable immediately from the date of consent by the investor(s) and these Facilitated Adviser Charge monies will be treated as client money, and held in a client money account, until the point they are paid away to the Adviser Firm.
- (f) On behalf of the Financial Adviser, I have read and understood the Facilitated Adviser Charging Terms and Conditions of IFSL, a copy of which is attached to this form.
- (g) I declare that the Financial Adviser will inform IFSL immediately in writing if there is any change in the ability of the Financial Adviser to receive any of the Facilitated Adviser Charges.
- (h) I declare that in the event that the Financial Adviser wishes to process a refund in respect of Facilitated Adviser Charges paid or due to be paid, the Financial Adviser will take responsibility for such process and action.
- (i) I declare that in the event of an error on the part of IFSL, the Financial Adviser agrees to liaise with IFSL and promptly respond to issues raised in order to resolve the issue satisfactorily.
- (j) I declare that the Financial Adviser acknowledges and accepts that it is the Financial Adviser's responsibility to solely account for VAT and any other taxes and duties as appropriate within all Facilitated Adviser Charge values instructed and IFSL takes no such responsibility.

Adviser name		Adviser's firm stamp
Signed		
Date	D D M M Y Y Y	

## Facilitated Adviser Charging Terms & Conditions

#### 1. Payment of Facilitated Adviser Charges

- 1.1 We will pay to your Financial Adviser the Facilitated Adviser Charges you have instructed us (Investment Fund Services Limited) to pay and we will do so without charging you a fee.
- 1.2 The Facilitated Adviser Charges you have agreed to pay your Financial Adviser are a matter between you and your Financial Adviser, as are any arrangements made with your Financial Adviser to group your account in order to receive any discounts relating to Facilitated Adviser Charges. We will not assess the suitability or amount of the Facilitated Adviser Charges you have agreed to pay.
- 1.3 When we pay a Facilitated Adviser Charge to your Financial Adviser, this is a payment we are making at your direction and on your behalf pursuant to the details you have provided in a signed Facilitated Adviser Charging Form.
- 1.4 The payment of a Facilitated Adviser Charge is separate to any charges that you may be required to pay us.
- 1.5 We will deduct Facilitated Adviser Charges by selling shares/units and will, where possible, always sell from non-ISA accounts in the first instance. We will only sell ISA holdings where necessary to cover the Facilitated Adviser Charge. Initial Facilitated Adviser Charges for single contribution and transfer values will be deducted and paid on the next eligible Facilitated Adviser Charging payment date.
- 1.6 Facilitated Adviser Charges will be deducted from your account and paid to your Financial Adviser on a monthly basis.
- 1.7 Only shares/units that have been paid for and held for at least 30 days will be included in the monthly Facilitated Adviser Charge payment. If shares/units are purchased mid-month and therefore held for less than 30 days at the point of payment this amount will continue to accrue and roll forward to be included in the following months Facilitated Adviser Charge payment.
- 1.8 The Facilitated Adviser Charge will be calculated and accrued on a daily basis and be payable monthly in line with the 30 days paid for share position condition set out in 1.7 above
- 1.9 The sale of shares/units to cover the cost of the Facilitated Adviser Charge payment will take place on the first business day of each month and will be paid to the Adviser within the normal settlement period of the fund as detailed in the prospectus.
- 1.10 We will only act in accordance with your instruction in respect of the payment of Facilitated Adviser Charges except where we expressly state otherwise in these Terms.

- 1.11 We will act on the instructions of your Financial Adviser only where your Financial Adviser is asking us to reduce paying any Facilitated Adviser Charges. We will not extend or increase Facilitated Adviser Charges without your written instruction.
- 1.12 If, after reasonable effort on our part, we have been unable to make payments of any Facilitated Adviser Charges to your Financial Adviser, we will stop deducting Facilitated Adviser Charges and notify you of our action.
- 1.13 If we have paid a Facilitated Adviser Charge to your Financial Adviser, we will not be able to provide a refund. Any entitlement to a refund of a Facilitated Adviser Charge is a matter to be addressed directly with your Financial Adviser.
- 1.14 We will not pay interest to you or your Financial Adviser for the non-payment or late payment or on a refund of a Facilitated Adviser Charge.

#### 2 Stopping your Contributions

2.1 If you stop making any contributions to your investments, we will continue to deduct any Facilitated Adviser Charges as set out in the Facilitated Adviser Charge Consent Form, unless otherwise advised by you.

#### 3 Stopping or Varying your Facilitated Adviser Charges

- 3.1 With immediate effect, you can ask us to stop any further payment of Facilitated Adviser Charges. You do not need to provide us with a reason for your decision but you must inform us in writing of your request to do so. We will process your request on the day of receipt.
- 3.2 If you wish to vary the basis and/or amount of the Facilitated Adviser Charges you wish to pay to your Financial Adviser or you wish to pay Adviser Charges to a new Financial Adviser, you will have to cancel the present arrangements under the Facilitated Adviser Charge Consent Form by completing a new form which will supersede any existing arrangements.

#### 4 Our Rights to Stop Payment of any Facilitated Adviser Charges

- 4.1 In exceptional circumstances, we may stop the payment of all or part of a Facilitated Adviser Charge and we will endeavour to notify you as soon as possible of the action we have taken. These circumstances include, but are not limited to, the following:
  - a) if we no longer have a business relationship with your Financial Adviser; or
  - b) if we reasonably believe that payment of the Facilitated Adviser Charge would be in breach of the relevant laws or regulations; or

- c) if your Financial Adviser is no longer appropriately authorised by the Financial Conduct Authority, or any successor regulator, to provide you with advice; or
- d) if your Financial Adviser ceases to trade.

#### 5 Change in Financial Adviser

- 5.1 You should let us know as soon as possible if you change Financial Adviser. In such circumstances, we will stop calculating your Facilitated Adviser Charges unless you advise us otherwise. If you wish to pay Facilitated Adviser Charges to a new Financial Adviser then you will need to complete a new Facilitated Adviser Charge Consent Form.
- 5.2 If your Financial Adviser informs us that it has transferred its business to another authorised firm who will take responsibility for providing you with ongoing service, we will transfer all further Facilitated Adviser Charges to the new firm upon receipt of a new Facilitated Adviser Charge Consent Form.
- 5.3 On a change of Financial Adviser, we may provide details of the Facilitated Adviser Charges that have already been paid to your previous Financial Adviser to the extent required to enable your new Financial Adviser to provide you with advice in connection with your investment and in agreeing to these terms you are providing us with the authority to do so.

#### 6 Termination

6.1 You can terminate this agreement at any time by writing to us and we will terminate this agreement upon receipt of such written instructions. You do not have to give us any reason as to why you are terminating the agreement and we will not charge you for doing so.

#### 7 Keeping you Informed

- 7.1 We will provide you with written confirmation when we set up the arrangements to pay the Facilitated Adviser Charges you have instructed us to pay to your Financial Adviser or if, in accordance with these Terms, the Facilitated Adviser Charges are varied or stopped.
- 7.2 We will also provide you with details of all Facilitated Adviser Charges paid when we send you your bi-annual statements.
- 7.3 If your Financial Adviser instructs us to reduce or stop the Facilitated Adviser Charges, we will notify you accordingly.
- 7.4 We ask that you check the information that we provide to you and bring it to our attention if you believe there are any errors.
- 7.5 We may separately from time to time contact you to ensure that the payment terms set out in the Facilitated Adviser Charge Consent Form still accurately reflect the advice being provided to you by your Financial Adviser.

#### 8 Notifying your Financial Adviser

- 8.1 Your Financial Adviser will receive a statement setting out the Facilitated Adviser Charges credited to them.
- 8.2 We will also notify your Financial Adviser if you instruct us to stop or vary the payment of any Facilitated Adviser Charges.

#### 9 Outstanding Responsibility

9.1 If, subject to these Terms and/or the Facilitated Adviser Charge Consent Form, a Facilitated Adviser Charge is stopped, unpaid or re-credited to your account, you may remain liable to reimburse your Financial Adviser. You should check the terms of your arrangement with your Financial Adviser.

#### 10 Value Added Tax (VAT)

10.1 We expect that most Facilitated Adviser Charges relating to investment products will not be subject to VAT. However, certain services provided to you by your Financial Adviser, including those paid for by your Facilitated Adviser Charges, may not be exempt from VAT. We will treat all instructions from you to pay Facilitated Adviser Charges as including any VAT (where VAT is applicable) at the rate of VAT prevailing at the time of the payment of the Facilitated Adviser Charge and taking into account any changes to the rate of VAT howsoever occurring. We will not require you to provide any further instructions where the rate of VAT has changed. You should discuss this with your Financial Adviser who will be responsible for accounting for VAT where applicable.

#### 11 Miscellaneous

- 11.1 These Terms do not give any rights to any person other than you and us. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on any term in these Terms. You and we may amend or cancel this agreement without reference to, or the consent of, any other person.
- 11.2 These Terms shall be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute arising from these Terms and/or the Facilitated Adviser Charge Consent Form.

#### Definitions

**"Facilitated Adviser Charge"** means a charge paid to your Financial Adviser who has provided or will provide you with advice about your investments.

**"Facilitated Adviser Charge Consent Form"** means the Facilitated Adviser Charge Consent Form completed and signed by you in relation to Facilitated Adviser Charging.

**"Financial Adviser"** means the Financial Adviser named in your Facilitated Adviser Charge Consent Form.

## Facilitated Adviser Charging Guide for Investors

#### What are Facilitated Adviser Charges?

When a Financial Adviser provides Financial Advice to a client there are different ways of paying for the Financial Advice. Your Financial Adviser can provide you with all your options for this.

One of the options available is Facilitated Adviser Charging. Instead of paying your Financial Adviser directly, Facilitated Adviser Charging allows sufficient shares/units in your investments with IFSL to be sold to allow you to pay the cost of your Financial Advisers charges directly from your IFSL investments. Any Adviser Charge to be paid will be arranged between you and your adviser and facilitated by IFSL.

#### Who sets the rate of the Facilitated Adviser Charge?

The rate at which you pay a Facilitated Adviser Charge is agreed between you and your Financial Adviser. IFSL does not set Adviser Charging rates, but we (IFSL) do retain the right to refuse to pay adviser charges.

#### **Ongoing Facilitated Adviser Charge**

Ongoing Facilitated Adviser Charging relates to the charge payable for ongoing investment advice and related services from your Financial Adviser regarding your investment with IFSL.

Ongoing Adviser Charges will be calculated in the following way:

• A percentage rate per annum

#### Are there any IFSL fees for Facilitated Adviser Charging?

No, IFSL do not charge any fee for our Facilitated Adviser Charging service. The only payment made under Facilitated Adviser Charging is the amount that you have agreed with your Financial Adviser and instructed us to pay on your completed Facilitated Adviser Charge Consent Form. The Adviser Charge is arranged between you and your Financial Adviser and facilitated by IFSL.

#### How is Facilitated Adviser Charging arranged?

To arrange Facilitated Adviser Charging you must first agree the terms with your Financial Adviser. If you agree and understand the terms and conditions, you can then complete a Facilitated Adviser Charge Consent Form. The Facilitated Adviser Charging terms and conditions can be found on the Facilitated Adviser Charge Consent Form. Once completed both you and your Financial Adviser should sign the form and send it to us at the following address;

# IFSL, Marlborough House, 59 Chorley New Road, Bolton, BL1 4QP.

Your Facilitated Adviser Charging arrangement will commence on the day IFSL receive a completed Facilitated Adviser Charge Consent Form unless a future commencement date has been specified on the form. Confirmation will be sent to you in writing. We will only accept instructions to set up or increase Facilitated Adviser Charging from you although we will accept instructions from your Financial Adviser to stop or reduce the Adviser Charge. You will be notified if your Financial Adviser stops or reduces the Facilitated Adviser Charge.

#### How is the Facilitated Adviser Charging fee paid?

The Facilitated Adviser Charges will be deducted from your account in line with your agreement with your Financial Adviser and as per your instruction to IFSL. The sale of shares/units to cover the cost of the Facilitated Adviser Charge payment will take place on the first business day of each month. The proceeds will be paid to your Financial Adviser within the settlement period defined in the prospectus of the fund. All fund prospectuses can be found at **www.ifslfunds.com**.

There are no IFSL charges for the sale of these shares/units.

#### When is the Facilitated Adviser Charge paid?

Adviser Charges are paid monthly. The sale of shares/ units to pay the Adviser Charge will take place on the first business day of each month. The proceeds will be paid to your Financial Adviser within the settlement period defined in the prospectus of the fund. All fund prospectuses can be found at **www.ifslfunds.com**.

#### Where is the Facilitated Adviser Charge taken from?

The amount that you instruct us to pay your Financial Adviser will be taken from your investments with us. We will pay Facilitated Adviser Charges by selling shares/units and will, where possible, always sell from non-ISA accounts first.

We will only sell ISA holdings where necessary to cover the Facilitated Adviser Charge. Please note that IFSL do not offer flexible ISAs. This means that when funds are withdrawn from your ISA you cannot put the funds back into the ISA in the same tax year without it affecting your tax-free ISA allowance.

Paying your Facilitated Adviser Charge from an ISA account means that you erode the capital of your investment. Your Financial Adviser will explain the implications of this.

#### How can I see the amount of Facilitated Adviser Charges paid?

We will send you a full statement of all your accounts with us twice per year. These will include details of the Facilitated Adviser Charges that you have paid over the previous six months.

#### How do I stop a Facilitated Adviser Charge?

You can stop a Facilitated Adviser Charge arrangement at any time by writing to us. Our address is IFSL, Marlborough House, 59 Chorley New Road, Bolton, BL1 4QP.

In exceptional circumstances, we may stop Facilitated Adviser Charge payments to your Financial Adviser without your instruction to do so. This would be in circumstances

such as if your Financial Adviser is no longer regulated to provide Financial Advice to you, if they cease to trade or if making such payments would be in breach of any applicable laws, regulations or our own terms and conditions. We will inform you if this is the case.

#### How do I change a Facilitated Adviser Charge?

If your Financial Adviser decides to change their charges, you must complete a new Facilitated Adviser Charge Consent Form which must have the declaration signed by you and your Financial Adviser. Any new arrangements and associated forms will supersede any existing arrangements.

#### Forms should be sent to IFSL, Marlborough House, 59 Chorley New Road Bolton, BL1 4QP.

#### What happens if I stop a Facilitated Adviser Charge?

You can stop your arrangement for Facilitated Adviser Charging at any point with immediate effect.

Once we receive your written instruction we will end your Facilitated Adviser Charge arrangement. The Facilitated Adviser Charge will stop accruing as soon as we accept your written instruction. A final payment will be made to your Financial Adviser, covering the period up to your cancellation, on the next Adviser Charge payment date. You should be aware that stopping your Facilitated Adviser Charging arrangement may mean that you are no longer able to receive services from your Financial Adviser. You should contact your Financial Adviser in these circumstances to discuss this further with them.

#### What happens if I change my Financial Adviser?

You, or your new Financial Adviser, should notify us in writing as soon as possible. Current charging options will apply until we have received notice in writing. Your new Financial Adviser will discuss payment options with you. Once we are notified of a change in Financial Adviser we will stop your current Facilitated Adviser Charging arrangement. If you wish to set up a new Facilitated Adviser Charging arrangement through us with your new Financial Adviser, you will need to complete a new Facilitated Adviser Charging Consent Form.

#### What happens if I sell some or all of my investments?

If you sell some of your investments and your Facilitated Adviser Charge is calculated as a percentage of your investment, the charge will reduce accordingly.

If you sell all of your investment, no further Facilitated Adviser Charge payments will be made. We will inform your Financial Adviser if your account is sold and the Facilitated Adviser Charge has come to an end. Your Financial Adviser may then wish to contact you for any outstanding Adviser Charges or fees.

#### What happens if I wish to cancel my investment?

If you have the right to cancel an investment you will receive a Right to Cancel Post-Sale Notice. This right must be exercised within the period of 14 days from the receipt of the post-sale notice. If you exercise the right to cancel you are entitled to have repaid to you any money you have paid to Investment Fund Services Limited subject to a deduction of the amount (if any) by which the value of your investment has fallen at the time by which your cancellation form is received. You will of course have to repay any amounts already paid to you under the contract.

# What happens to the Ongoing Facilitated Adviser Charge if my investment amount changes?

Your Ongoing Facilitated Adviser Charge will be as per your current agreement with your Financial Adviser and we will continue to accrue the Facilitated Adviser Charge daily in line with the original Facilitated Adviser Charges Consent form we received from you. This means that if the charges are to change then a new Facilitated Adviser Charge Consent Form must be completed, and the declaration signed by you and your Financial Adviser. Any new arrangements and associated forms will supersede any existing arrangements

#### Facilitated Adviser Charging; key points and examples

For Ongoing Adviser Charges calculated as a percentage, the amount of charge you actually pay will increase and decrease with the value of your investments.

#### Example

Example		
INVESTMENT VALUE:	£50,000	
FACILITATED ADVISER CHARGE RATE:	0.5%	
AMOUNT PAID PER YEAR:	£250	
If the value of the investment increases to $\pounds 60,000$		
Amount paid per year:	£300	
If the value of the investment falls to £40,000		
Amount paid per year:	£200	

Please remember, the Facilitated Adviser Charge is calculated daily and paid monthly for Ongoing Facilitated Adviser Charges. The above figures are simplistic, by way of illustration only.

#### Definitions

**"Facilitated Adviser Charge"** means a charge paid to your Financial Adviser who has provided or will provide you with advice about your investments.

**"Facilitated Adviser Charge Consent Form"** means the Facilitated Adviser Charge Consent Form completed and signed by you in relation to adviser charging.

**"Financial Adviser"** means the Financial Adviser named in your Facilitated Adviser Charge Consent Form.

**"Ongoing Adviser Charge"** means ongoing costs throughout the course of your investment paid to your Financial Adviser for advice given.