

**keyfacts**



**IRONBRIGHT**  
INVESTMENT PLATFORM

## Key Features of our Platform

The Financial Conduct Authority requires us, IronBright Investment Management Ltd, to give you this important information to help you to decide whether the recommendation/s by your Adviser are right for you.

You should read it carefully so that you understand what you are buying.

If there are any Platform changes this document will be updated.  
The most up to date version will be available on from your Financial Adviser.

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## About the Platform

The Platform is an advised service which means that your Financial Adviser will manage your Account(s) and you will make decisions on your Investments in conjunction with them. Your Financial Adviser is responsible for assessing the suitability of this service, and Investments, for your individual circumstances. The Platform may not be suitable for you if you have a limited amount to invest.

The Platform is an online service that allows you and your Financial Adviser to view your Investments and their value at any time. We will refer to your Account(s) collectively as your Platform Account. This means that when we write to you about all of your Investments, we'll refer to your Platform Account.

Each of your investments or accounts will have a unique number which we and your Financial Adviser will use when dealing with you. That way you'll always know which part of your Platform Account we are referring to.

IronBright Investment Management acts wholly independently of all product and Investment providers on the Platform and undertakes not to influence you or your Financial Adviser's selection in any way.

We do not provide or offer financial, legal or tax advice. You should seek your own financial, legal or tax advice from your financial adviser or another suitably qualified professional.

## Overall Aims

To allow you, with advice from your Financial Adviser, to select the most appropriate Investments and financial products that best reflect your financial objectives.

To allow you a consolidated view of your Investments, available through the Platform at any time.

## Aims of each Account

The Platform offers you access to a number of financial products. These are:

**The General Investment Account (GIA)** allows you to invest any amount you wish. Investments in this Account will usually be subject to UK tax.

**The Seccl Individual Savings Account (ISA)** allows you to invest in stocks and shares and cash holdings, up to the subscription limit set by HM Revenue & Customs (HMRC). No tax is payable on your ISA investment income or gains.

**The Gaudi Intuitive Pension Account (SIPP)** allows you to make contributions and to transfer pensions from other UK registered pension schemes. Investing through the SIPP allows you to save towards your retirement income in a tax efficient Account. There is more information in the Key Features of the Gaudi Intuitive Pension Account Document.

**A Third-Party Product Account (TPPA)** allows you to invest the cash held in a product provided by a third

party (e.g. an offshore bond or pension) on our Platform. You should ask your Financial Adviser or the third-party product provider for more information.

## Your Commitment

To make sure there is enough cash in your Account(s) to pay Charges or withdrawals. Your Financial Adviser must actively manage the cash in your Account(s) to ensure that there is always sufficient cash available for the payments due.

To read all of the information given to you by your Financial Adviser, especially that provided by the Investment manager, before you commit to particular Investments.

Your Financial Adviser will give you the necessary documentation for any Investments that they are recommending. We take all of the instructions placed via your Account(s) in good faith that they were placed with your agreement.

## Risks

The risks in your Account(s) will depend on the Investments you have chosen. Past performance is not a guide to future performance. You should consider your Investments as medium to long term, for example five years or longer.

The value of Investments and the income generated from them can fall as well as rise and you may not get back what you originally invested or transferred into your Account(s).

The value of your Investments will be reduced by the effect of Charges including our Platform Charges, and those of your Financial Adviser, Fund managers and product providers.

If there is not enough cash available in your Account(s) to pay Charges or withdrawals when they are due, we will sell Assets, without notification, as stated in the Terms. This may happen at a disadvantageous time and this may have a material effect on the balance of Assets within a Model Portfolio, and you may incur a Capital Gains Tax liability.

Withdrawing income from your Account(s) can erode the value of your capital, especially where investment performance is poor, and the level of income withdrawn is high.

Tax rates and regulations are subject to change.

## Questions and Answers

### Who can open a Platform Account?

A Platform Account can be opened by:

- an individual aged 18 or over;
- a UK registered corporate entity or charity; or
- trustee investors.

The eligibility terms for different types of Account will vary.

A US Person may not open a Platform Account or any Account. If, once you have opened a Platform Account, your circumstances change and you become a US Person you must tell us immediately.

#### **How can I open a Platform Account?**

Your Financial Adviser can help you to choose the appropriate Account(s) e.g. ISA or pension and discuss your investment approach, including your attitude to risk. If you decide to go ahead, they will complete an Application for you to open one or more Accounts.

If we accept your Application, we will open the Account(s) in your Platform Account once the money you invest has cleared.

#### **How can I pay money in?**

You can make lump sum payments via bank transfer or regular payments by direct debit, from your registered bank account. You can also transfer existing plans or accounts you have elsewhere, subject to our acceptance of the transfer.

#### **How can I view my Platform Account?**

When you open your Platform Account, we will contact you by email with guidance on how to set up your online access.

We will provide you with a statement of your Account(s) every three months through the client message hub.

#### **What Investments are available?**

The Accounts in your Platform Account may be invested in a wide choice of Investments. The Investments available will depend on the type of Account you choose.

#### **What are the risks of investment?**

There are risks associated with particular types of Investments and these will be described in the information provided by the Investment manager. Your Financial Adviser is responsible for ensuring that you understand the risks of investing, in general and any particular risks of the Investments you are considering. Each Investment carries a different level of risk and some will carry more than others. Full details of the risks that apply to each fund can be found in the prospectus for the relevant Investment. It is very important that you read the information provided to you about the Investments you are considering before you decide to invest.

#### **Where can I find documents specific to the investments I am considering?**

Your Financial Adviser will provide you with the information you need about the Investments they are suggesting.

#### **How are Investments bought and sold?**

Investments are bought and sold through online access to the Platform. Your Financial Adviser, or Discretionary Fund Manager (DFM) if you appoint one, will do this on your behalf.

You will agree separately with your Financial Adviser what authority they have to act on your behalf. We take all of the instructions placed via your Accounts in good faith that they were placed with your agreement.

Your Financial Adviser must actively manage the cash in your Accounts to ensure that there is sufficient cash available for any orders they place.

If you do not have an authorised Financial Adviser, you will not be able to place orders to buy Investments.

#### **Can I hold cash in my Account(s)?**

Yes, any cash you hold is with banks chosen for their financial strength. Our Cash Accounts are principally designed to hold cash ready for investing, cash arising from a sale, as well as interest received, although may pay interest where possible..

Any money which remains un-invested will be held in cash. Please contact your financial adviser to confirm interest rates.

#### **What happens to Income from Investments?**

Income from Investments in your Accounts will be paid to your Cash Account. Money from your Cash Account, or investment income, can be paid to your selected bank account. Your Financial Adviser can arrange this.

#### **Can I take Income or Withdrawals from my Account?**

Yes, you can opt to take a regular income or a 1 off withdrawal from your account(s). This will need to be done through your Financial Adviser, who may need to provide advice.

If there is not enough cash in your Account(s) to meet the income payment, we will sell Investments to meet it, as stated in the Terms.

#### **What happens to income from Investments in a Third-Party Product Account?**

This is dependent on the terms and conditions of the third-party product provider. Please refer to these or ask your Financial Adviser.

#### **Can my Financial Adviser use a Model Portfolio?**

Yes, they can use a Model Portfolio. This is a defined collection of Assets and cash set up to follow a pre-determined investment strategy. Model Portfolios normally reflect a certain risk profile.

#### **Can I switch my investment from one Fund to another?**

Yes. This will be treated as a 'sell' and a 'buy' transaction. This means that you may be charged for both transactions and that your money will be un-invested for a period of time while the receipts of the 'sell' instruction are confirmed and before the 'buy' instruction can be made. This process may take a number of days to complete.

#### **Can I change my mind?**

Yes. When you set up an Account or request a transfer you have the right to change your mind. Confirmation that your Account has been opened will appear in your message hub.

If you wish to cancel you need to tell us within 30 days from the date of our message. If you wish to cancel a transfer you have up to 30 days from the completion of the transfer.

If your Investments have been made before you tell us that you wish to cancel, you may get back less than you invested. If you do wish to cancel your Account(s), or a transfer, please write to us at the address shown in the 'How to contact us' section at the end of this document. Remember to include your full name, address and Account number.

### **What could I get back?**

The amount you get back will depend on the following factors:

- How much you invest
- the performance of your investments;
- any charges;
- any tax applied e.g. to income or gains;
- any income or withdrawals you have taken;
- and the terms and conditions of your investment.

### **How do I close my Account?**

Just tell your Financial Adviser that you wish to close an Account and they will arrange this through the Platform. Depending on the Account(s) you have, you may be able to take the value in cash; or you may need to transfer your cash or Investments to another provider.

## **Charges**

We take the charges as detailed in the Charges Document. Your Financial Adviser will give you information about Charges in general and an illustration showing those that apply to your Account(s).

### **Account Charges**

These are the Charges we make for setting up and running your Platform Account. We will start taking these Charges as soon as you have transferred cash and/or assets to the Platform.

The IronBright Platform charges an annual percentage charge based on a daily value of the cash and assets held. This will be deducted monthly in arrears.

Please speak to your adviser for more information and to obtain the charges schedule.

### **Financial Adviser Charges**

These charges will be agreed between you and your Financial Adviser in the course of making your Application.

We will then confirm the initial and ongoing Charges to you in writing, through an illustration, so that you can be sure that you have agreed to Charges which we will apply.

If the Financial Adviser charges change in any way, you must consent to this and authorise the change. Any changes made on the platform will be confirmed to you through the message hub.

### **Investment specific charges**

These charges are available on request from your adviser.

### **Third Party Product Provider charge**

The product charges are specific to the product you choose.

### **Third Party charges**

These charges, for example DFM charges, will be arranged between you and your Financial Adviser.

### **How do these Charges affect my Investment?**

The impact of Charges on your Investment depend on a number of factors including the Funds selected and the level of Financial Adviser charges and any product charges. This will be shown on the illustration from your Financial Adviser.

## **General Investment Account**

### **What is the General Investment Account?**

The General Investment Account allows you to invest, with the advice of your financial adviser, in a wide range of investments and to view these as a single portfolio.

### **How much can I invest?**

There is no limit to the amount you can contribute to your General Investment Account.

### **What investments are available for my General Investment Account?**

You can invest in:

- UK Open Ended Investment Companies (OEICs);
- UK Unit Trusts;
- UK Investment Trusts;
- Equities quoted on the London Stock Exchange;
- UCITS IV compliant overseas OEICs and SICAVs; and
- Exchange-traded funds (ETFs).

### **What is the tax position?**

You may be required to pay tax on any income that you receive into your GIA and declare this on your self-assessment form (if you complete one).

We will send you a consolidated tax voucher that shows all of your taxable income received in a tax year. If you do not pay tax at all, the same forms can be used to help you reclaim the tax from HMRC.

If any investment in your GIA is sold, for example for a withdrawal, to switch into another investment or to cover a charge, Capital Gains Tax may be due on any gain that arises. How much tax is payable, will depend on your individual circumstances

Please note, tax rules are unique to your individual circumstances and may change in the future. Please refer to a professional tax adviser for questions.

### **Can I transfer Investments into or out of my GIA?**

Yes, subject to our agreement and the agreement of the custodian.

### What happens if I die?

If you die, your personal representatives must close the General Investment Account.

On receiving appropriate proof of title, we will pay them the balance together with any interest earned up to the date we close the General Investment Account, or if requested, we will transfer the General Investment Account investments to them.

The balance will take into account any gain or loss in the value of your investments.

The proceeds from your General Investment Account will form part of your estate for inheritance tax purposes.

## Stocks and Shares Individual Savings Account

### What is the Stocks and Shares Individual Savings Account (ISA)?

The Sec1 ISA provides a tax efficient way for you to invest. There is no fixed term over which you must invest.

### How much can I invest?

Your subscriptions into an ISA are subject to the limits set by HMRC. Your Financial Adviser can provide you with information about the limits. They are also shown on the HMRC website [www.gov.org](http://www.gov.org)

You can only subscribe to one ISA of the same type within the same tax year, as long as you don't exceed the overall subscription limit in total. A tax year is 6 April to 5 April.

You can make additional subscriptions, provided you do not exceed the subscriptions limit, at any time. There is no charge for making additional subscriptions.

### Can I replace cash I have withdrawn?

Yes. The ISA we offer is a Flexible ISA. This means that any withdrawals won't count towards the annual ISA allowance. So if you withdraw £5,000 from your ISA, you can replace it within the same year within the same ISA and it will remain within the ISA allowance.

### Can I take on my deceased spouse's ISA?

Yes, if you are the surviving spouse of a deceased ISA holder who died on or after 6 April 2018 the amount you can pay as additional permitted subscriptions will be the higher of:

- the value of the deceased's ISA at the date of their death; or
- the value of the deceased's ISA at the date of:
  - the completion of the administration of the deceased's estate; or
  - the closure of the account; or
  - the 3rd anniversary of the death of the ISA holder,

whichever is the earliest.

### What about tax in the ISA?

There is no income tax to pay on income received on your ISA, and no Capital Gains Tax payable on any growth.

Where income tax has been deducted, we will reclaim tax from HMRC on your behalf where appropriate, and this will be paid back to your Account. You do not have to declare ISA interest, income or capital gains on your tax returns.

Please note that tax rules, and their effect on your individual circumstances, may change in the future.

### Can I transfer an existing ISA arrangement?

You can transfer your cash ISAs and stocks and shares ISAs to us. You may transfer some or all of any previous tax year subscriptions, however any current tax year subscriptions must be transferred in full.

You are able to transfer some or all of the money saved in previous tax years, without affecting your annual ISA allowance. When an existing stocks and shares ISA is transferred to us in specie, we will check that the investments you have asked to transfer are allowable under HMRC rules.

### Can I transfer assets from my ISA to another ISA manager?

Yes, you can transfer your ISA at any time to another ISA manager. However, we do not offer partial transfers and so your ISA must be transferred in full.

## The Gaudi Intuitive Pension Account

There is a separate Key Features Document which relates specifically to the Pension and Drawdown accounts available on the platform. Please contact your Financial Adviser regarding this.

## Third Party Provider Account (TPPA)

There is a separate Key Features Document which will relate specifically to any third-party provider accounts you may hold. Please contact your Financial Adviser regarding this.

## Important information

How to contact us

If you have a question or need some help, you should contact your Financial Adviser in the first instance.

You can also call Client Services on:



0117 214 1705

Our lines are open 09:00 to 17:00 Monday to Thursday and 09:00 to 16:00 Friday



IronBright Investment Platform,  
IronBright Investment Management,  
1 Victoria Street, Bristol BS1 6AA.



team@ironbright.com

## Terms & Conditions

Your rights as the investor in our Platform are set out in the Terms & Conditions, which may be subject to change in the future. You will be provided with a copy of the Terms & Conditions when you sign up to the platform.

## Compensation

IronBright Investment Management is covered by the Financial Services Compensation Scheme (FSCS) in respect of the Platform and the Accounts within it. If you make a valid claim against us in respect of your Investments and we are unable to meet our liabilities in full, you may be entitled to redress, from the FSCS, of up to £85,000.

Your cash and Investments are always held separately from our own accounts and from those with whom we place the Investments. As such, any insolvency practitioner should be obliged to return your cash and Investments to you as part of the wind down process.

If your Investment provider fails financially, as long as you have selected one covered by the FSCS, the fund prospectus will tell you this, your Investments should remain covered up to a maximum of £85,000. However, this does not protect you against losses if the market were to fall in value.

The banks we use acknowledge your money is held as client money which is protected in the event of the insolvency of Ironbright Investment Management Limited. In the event of the insolvency of one of the banks we use, any client money we hold for you is protected under the FSCS up to a maximum of £85,000 for each client and bank with whom client money is held. This limit is applied to banks that are separately authorised and can only be applied once, therefore banks operating under different brands within the same authorisation are covered under the same limitation. The compensation limit of £85,000 includes any other money held by you in accounts with the authorised banks we use, therefore if you have current or deposit accounts with the same bank these will all count towards the compensation limit of £85,000.

For further information please visit the Financial Services Compensation Scheme (FSCS) website ([www.fscs.org.uk](http://www.fscs.org.uk))

Financial Services Compensation Scheme  
10th Floor  
Beaufort House, 15 St Botolph Street  
London EC3A 7QU  
0800 678 1100 or 020 7741 4100

## Your Client Category

The Financial Conduct Authority (FCA) is the independent financial services regulator. It asks companies to categorise their clients based on their involvement in and familiarity with financial services. This helps to ensure we send the right information to the right people.

We classify you as a 'retail client' under Financial Conduct Authority rules. This means you will receive the highest level of regulatory protection available for

complaints and compensation and receive information in a straightforward way.

## Law

The Terms relating to the Platform are governed by the law of England and Wales.

## Copyright Notice

This document is the property of IronBright Investment Management Limited and cannot be copied, modified, or stored on a computer system without the company's consent.

## Tax

Any tax information contained in this guide is based on our interpretation of current legislation and HMRC practice.

You are responsible for obtaining your own tax advice. Please remember that current tax rules may change in the future.

## How to make a complaint

If you have any concerns, or are dissatisfied with our service, please contact us to discuss this and we will aim to resolve your issue straight away. If you are not entirely satisfied, we have an internal complaints procedure which follows the standards required by the Financial Conduct Authority.

Please contact us at:



0117 214 1705

Our lines are open 09:00 to 17:00 Monday to Thursday and 09:00 to 16:00 Friday



Complaints Team, IronBright Investment Platform, IronBright Investment Management, 1 Victoria Street, Bristol BS1 6AA



[team@ironbright.com](mailto:team@ironbright.com)

A copy of our Complaints Policy is available on the request. If you are not satisfied with our response, you have the right to refer your complaint to the Financial Ombudsman Service.

The contact details for the Financial Ombudsman Service are:  
0800 023 4567 – calls to this number are now free on mobile phones and landlines  
0300 123 9123 – calls to this number cost no more than calls to 01 and 02 numbers

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

