

Tideway

# **Tideway Investment Partners LLP**

## **Terms of Business**

# CLIENT AGREEMENT

**This is an important document.**

**Please read it carefully and keep it in a safe place for future reference.**

These terms and conditions including its Schedules together with the Client Engagement Letter will constitute a legal agreement between you and Tideway Investment Partners LLP (TIP) and Tideway Wealth Management (TWM). It will also constitute a legal agreement between you and AJ Bell Securities Limited for custody services.

These documents are referred to collectively as “this Agreement”.

Reference in this Agreement to statutes, the FCA Rules and any other regulations shall be taken to include any amendments made to them from time to time. The defined terms in this Agreement are explained in clause 43. Any words or phrases used in this Agreement which are defined in the FCA Rules shall have the same meanings in this Agreement.

Throughout this Agreement:

**"you"** and **"your"** mean any person entering the Agreement with us, and where applicable their duly authorised representatives and successors; and

**"we"**, **"us"** and **"our"** means Tideway Investment Partners or Tideway Wealth Management dependent on the services being provided.

By signing the Client Engagement Letter, you confirm that you, or the entity on whose behalf you are signing, accept the Terms and will be bound by this Agreement. This Agreement will come into effect the date that we receive signed Client Engagement Letter from you.

## REGULATORY INFORMATION:

Tideway Investment Partners LLP is authorised and regulated by the Financial Conduct Authority (FCA Register FRN: 496214), and provides advice, investment management and intermediary services.

Tideway Wealth Management Limited is an appointed representative of Tideway Investment Partners LLP and provides ongoing financial advisory services (FCA Register FRN: 839678)

All registered in England and having their registered address at: 107 Leadenhall Street, London EC3A 4AF

# TIDEWAY INVESTMENT PARTNERS TERMS OF BUSINESS

## 1. Our relationship with you

- 1.1. This Agreement shall supersede all previous agreements entered into between you and us, and together with the Client Engagement Letter and any other supplementary agreements entered into between you and us from time to time, shall represent the entire agreement between you and us.
- 1.2. By entering into this Agreement, you confirm that you have full authority and power to do so.
- 1.3. Our obligations to you shall be limited to those set out in this Agreement. In particular, we will not owe you any wider duties of a fiduciary nature.
- 1.4. Our failure to insist on you strictly complying with the Agreement or any act or omission on our part will not amount to a waiver of our rights under this Agreement.
- 1.5. You agree to let us know as soon as possible if there is any change in your circumstances which may impact the provision of our Services.
- 1.6. We provide financial advice and wealth management and act as a financial intermediary in our relationship with you.
- 1.7. If, during the course of our relationship, we identify that you may need other services, subject to your express consent, we may refer you to a third party who can provide that service. If you decide to proceed, the service provider will be responsible for providing you with that service and their fee will be taken separately and be payable to that provider.
- 1.8. The value of any investment products may go down as well as up and past performance is no guarantee of future performance. We are not responsible to you for the performance of any products or investments we may recommend to you and cannot guarantee any particular results.
- 1.9. This Agreement shall be governed by English law. Any disputes between us about this Agreement will be subject to the non-exclusive jurisdiction of the courts of England.

## 2. The Services we offer

- 2.1. We offer the following types of services;

- 2.1.1. **Pension Advice Services**, where we act as an intermediary and provide specialist advice on pension transfers and intermediate between you and any recommended provider. This activity is provided by Tideway Investment Partners LLP. Further details about this service is contained in clause 14;
- 2.1.2. **Pension Referral Service**, where we will refer you to another authorised and regulated firm who will provide you with advice on your Defined Benefit Pension Scheme. If this applies, we shall inform you of this at the outset of our relationship. Further details about this service is contained in clause 14a;
- 2.1.3. **Tideway Wealth Service**, where we will act as an intermediary and provide financial advice about your investments based on your objectives and the information you have provided us with on your experience, knowledge, financial situation and risk tolerance. This activity is provided by Tideway Wealth Management Limited. Further details about this service is contained in clause 15; and
- 2.1.4. **Investment Management Service**, where we act as an intermediary and manage your investments using model portfolios on a discretionary basis. This activity is provided by Tideway Investment Partners LLP. Further detail about this service is contained in clause 16.
- 2.2. The clauses of the Agreement which apply to you will depend on the advice and intermediary Services which we have agreed to provide you with, as set out in your Client Engagement Letter. You will be bound by the terms of this Agreement which apply to those Services. If you are unclear about which provisions of this Agreement apply to you, please contact us.
- 2.3. We do not provide tax advice.

## 3. Your categorisation

- 3.1. Unless we inform you otherwise, we shall treat you as a **retail client** for the purposes of the FCA Rules. This provides the highest level of protection available under the FCA Rules.
- 3.2. You have the right to request a different categorisation (e.g. as a professional client).

This would result in changes to the regulatory protections which you receive.

- 3.3. If you request a different categorisation, you will be required to answer a range of questions. These include questions regarding your wealth, experience and trading activities in order to determine whether or not a change of client categorization can be accepted. We may not agree to such a request.

#### **4. Charges and Fees**

- 4.1. You will pay us such charges and fees for the Services we provide.
- 4.2. We disclose our charging structure in our Client Engagement Letters (prior to making any recommendation) and by signing this letter, you are agreeing to pay the charges in accordance with the terms specified.
- 4.3. Should we agree to provide any specific advisory services for you, outside of the scope of the engagement letter, we shall agree these separately with you prior to any work being undertaken.
- 4.4. The total costs for any advice we provide will be disclosed in a Suitability Reports, in accordance with our regulatory obligations.
- 4.5. We will provide you with information about all costs and charges associated with the relevant intermediary service and financial instrument on an aggregated basis and if requested will provide you with an itemised breakdown of the costs. If providing an ongoing service to you we will provide you with an ex-ante and ex-post disclosure of information on costs and charges. The ex-post disclosure will be provided annually as at 31 December along with the portfolio valuation. We will also provide you with an illustration showing the cumulative effect of costs on return. Please see the engagement letter for full information on costs and charges.
- 4.6. Our charges are generally exempt from VAT. You should be aware of the possibility of other costs or taxes relating to our Services that may apply, even though they are not imposed by us or paid via us. You agree to pay any such costs, charges or levies which are payable in respect of our Services. We will notify you of any additional costs that arise as soon as possible.
- 4.7. We reserve the right to amend fees, where fees are amended, you will be notified of the amendment at least 30 calendar days before the new fees come into effect. You have the

right to terminate this Agreement if you are unhappy with the proposed change. You need to tell us that you want to terminate before the change comes into effect. More information about your right to terminate if we notify you of a proposed change is contained in clause 34.

- 4.8. Where we provide a Pension Referral (2.1.2) to another authorised and regulated firm, we shall provide you with an indicative cost of their services at the point of referral. You are under no obligation to use them and they will provide you with their own terms and conditions and a total cost of their services separately.
- 4.9. Where we provide a Pension Referral under 2.1.2, we shall not receive any referral fee from the other authorised and regulated firm.
- 4.10. Third party fees may be amended from time to time. We do not have any control over those fees.
- 4.11. We will ordinarily deduct any charges due from the proceeds of the relevant transaction where possible. You agree that we may deduct any sums that you owe us in relation to fees and charges directly from any assets held on your behalf.
- 4.12. We may retain, or we may direct a custodian to retain, a lien or security interest over any assets of the account to the extent that any costs, losses or claims for which you accept liability under this Agreement, and which remain unpaid.

#### **5. Acting on your instructions**

- 5.1. We generally require instructions to be given in writing, (e.g. **by email** and sent by post). Where we agree with you, we may also accept instructions by telephone (not mobile). There may, however, be circumstances where we require confirmation of your instructions. If this happens, we will tell you that we can't accept instructions verbally and tell you what you need to do.
- 5.2. Instructions from you on transferring your pension must be in writing.
- 5.3. Acceptance of a wealth management proposal must be provided in writing.
- 5.4. We may refuse to act on your instructions if we are in any doubt as to their authenticity or if acting on them would be a breach of any law, market practice, rule or regulation by which we are bound. In such cases, we will inform you of this by email.

## **6. Appointing a representative**

- 6.1. You can advise us in writing if you wish to authorise a third party to act on your behalf. You need to provide us a copy of their signature and information about the types of instruction which we can accept. We will not be obliged to grant such authority.
- 6.2. If we decide to accept your request to appoint a third-party representative, we will confirm this by email and accept instructions from them immediately.
- 6.3. You must tell us if a third-party stop being authorised to act on your behalf. We may continue to treat a third party as authorised unless you tell us in writing.

## **7. Communicating With You**

- 7.1. We may communicate with you by telephone, email, post or in person.
- 7.2. Communications between us will be in English.
- 7.3. Unless agreed otherwise, our primary method of providing documentation to you will be via email using the details you provide to us
- 7.4. You agree that we may record all telephone calls without your specific consent. The recordings shall remain our sole property and you agree that they will be conclusive in the case of any dispute that you may have with us.
- 7.5. You agree that we may communicate with you via email or telephone to discuss your pension transfer or investments
- 7.6. Subject to your consent, we may discuss and offer other investment services with you which we think may be suitable for you.
- 7.7. We will send any notices that we are required to send to you to the email or correspondence address that we hold for you. This is also the address to which any reporting and valuations will be sent. You agree to notify us of any change of address immediately.
- 7.8. You should send any notices for us to our address as shown in paragraph 43.2.
- 7.9. You acknowledge that there are particular risks involved in email correspondence. It is not possible to ensure that email communications will remain fully confidential, whether encrypted or not. We will take reasonable steps to maintain the security and integrity of any email correspondence we send to you.

- 7.10. You agree that we are not liable for any damage which you may suffer as a result of our use of email, unless the damage is a result of our negligence, wilful default or fraud.

- 7.11. You agree to compensate us for any losses we suffer as a result of email correspondence we send to you, at your request, relating to this Agreement, where the damage is the result of your negligence, wilful default or fraud.

## **8. Complaints**

- 8.1. If you are dissatisfied with our advice, or any aspect of the services we provide to you, you have the right to complain.
- 8.2. All complaints should be sent to:

The Complaints Management Function  
Tideway Investment Group  
107 Leadenhall Street, London EC3A 4AF  
Tel: 020 3143 6100  
[compliance@tidewayinvestment.co.uk](mailto:compliance@tidewayinvestment.co.uk)

- 8.3. We have a complaints procedure which we can provide to you on request.
- 8.4. If you do make a complaint, we shall acknowledge this promptly and provide you with a copy of our Complaints Procedure with our acknowledgement.
- 8.5. Upon conclusion of our investigation, we will send you a final response letter which sets out the nature of that resolution and any applicable remedy.
- 8.6. If for any reason you are dissatisfied with our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service. A leaflet detailing the procedure for this type of referral will be provided with our final response letter.
- 8.7. If the complaint refers to a third party, we will pass the complaint on as soon as practicably possible and, at the latest, within two weeks of receipt. The third party will then provide you with their complaints handling policy and deal with you in accordance with this.

## **9. Financial Services Compensation Scheme – investor protection**

- 9.1. We are covered by the UK Financial Services Compensation Scheme (FSCS). Compensation may be available from that scheme if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Most

types of investments are covered up to a maximum of £85,000 per person per firm from April 2019. This limit is subject to change from time to time.

- 9.2. Further information about compensation arrangements is available from the FSCS at <https://www.fscs.org.uk/what-we-cover/> by telephone on 0800 678 1100 or email at [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

## 10. Money Laundering

- 10.1. We are required to verify your identity, at outset of any relationship, and periodically, in accordance with applicable law and regulations, no investment will be made or services provided until such verification has been obtained.
- 10.2. In order to establish your identity, we shall use an electronic check completed using a third-party provider. Such searches will not affect your credit rating and we are not required to obtain your consent to undertake this check but rather to inform you that it is taking place. We may use and search the records of credit reference or fraud prevention agencies to check your identity in order to satisfy the requirements of applicable law and regulation including the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Anti-Terrorism, Crime & Security Act 2001, the Criminal Finances Act 2017 and FCA Rules. Where such searches prove unsatisfactory for this purpose, we may ask you to supply further evidence of your identity. If the required verification is not forthcoming within a reasonable period of time, we will not arrange any investments or provide any services on your behalf.

## 11. Conflicts of Interest

- 11.1. There may be occasions where we, or one of our clients, has an interest in the business we are advising on, or transacting in, for you. or we become aware that our interests, or those of one of our other clients, conflict with your own interests, In the event of this occurring, we maintain a Conflict of Interest Policy, which enables us to identify and manage both potential and real conflicts of interest.
- 11.2. We have taken reasonable steps to identify and manage conflicts of interest that exist,

or may exist, between ourselves and other clients. Where we are unable to manage the conflict effectively, we will let you know in writing.

- 11.3. Please ask us if you would like to see a copy of our Conflicts of Interests Policy.
- 11.4. We will ordinarily act as your agent and you will therefore be bound by our actions, under this Agreement. Our provision of the Services shall not give rise to any other types of duties which would require us to accept more onerous responsibilities than are set out in this Agreement, or which would prevent or hinder us in effecting transactions for you.
- 11.5. We may, in future, in providing services under this Agreement, enter into arrangements in accordance with the FCA Rules for the receipt of goods or services that relate to the execution of trades or the provision of research, and we shall amend our Execution Policy as appropriate and notify you of this, as soon as it becomes relevant. We will provide updated information on an annual basis in accordance with FCA Rules.

## 12. Client money

- 12.1. We are not authorised to handle or hold client money. Therefore, we cannot accept cash, cheques or transfers of money, other than those monies representing fees payable to us.

## 13. Services provided by third parties

- 13.1. You may use the services of third parties to hold your money. These third parties may provide you with different services depending on your needs, such as pension accounts, ISA accounts and general dealing accounts, as well as for compliance services. See Clause 20 and Schedule 1.

## 14. Tideway Pension Advice Service

- 14.1. This clause applies if we are providing you with our Pension Advice Service.
- 14.2. We will ask you for information about your current pension scheme, and about your situation and investment objectives more generally. We will advise, and if appropriate make a recommendation for you, in relation to your pension arrangements. This may involve recommending that you transfer your pension. In this event, we shall also act as the intermediary and assist in completing

- any necessary documentation in order to complete the transfer.
- 14.3. In line with regulatory requirements, we are deemed to provide restricted advice. This means that we choose from a panel of SIPP providers whose SIPP products are offered to our clients. This means that our advice and recommendations will be based on this SIPP panel's products. In addition, all investments may be in Tideway's own investment solutions, referred to as the Tideway Horizon Portfolios or third-party investment solutions.
  - 14.4. Where we recommend a third-party solution, we may also provide ongoing financial planning and intermediary services.
  - 14.5. Our advice and any recommendation we make will be based on our discussions during your pension review meeting or call and the information you provide to us. We will take account of your overall tolerance to risk for your pension transfer and pension objectives.
  - 14.6. In providing our advice and any recommendations, we are entitled to rely on the information you provide to us (except to the extent we are aware that the information is manifestly out of date, inaccurate or incomplete).
  - 14.7. Details of your risk tolerance and risk profile for your pension objectives will be included in the Pension Suitability Report. This will include the reasoning behind our recommendations.
  - 14.8. Where you have chosen to appoint us to provide ongoing financial planning services on third party investment solutions, we charge a fee for ongoing services.
- 14a. Pension Referral Service**
- 14a.1 This clause relates to enquiries relating to advice on a Defined Benefit Pension Scheme.
  - 14a.2 In the event that we do not provide advice, we shall offer a referral to another authorised and regulated firm.
  - 14a.3 Where a referral does take place, we shall provide no opinion, judgement or advice on the merits of remaining in, or transferring out of, the scheme.
  - 14a.4 We shall inform you of the firm we shall refer you to and their typical charges.
  - 14a.5 The firm we refer will formally engage with you separately and provide you with their own charging structure, terms and conditions.
  - 14a.6 If you elect to engage with the firm we refer you to, they will be responsible for providing you with regulated financial advice.
  - 14a.7 We shall not receive any referral fee as a result of the introduction and you are under no obligation to accept any referral.
- 15. Tideway Wealth Management Service**
- 15.1. This clause applies if we are providing you with initial or ongoing advisory and intermediary services provided by the Tideway Wealth team.
  - 15.2. We will review your knowledge, experience, financial situation and arrangements and risk tolerance looking at your wealth and investments widely, which may or may not include your pension transfer.
  - 15.3. Where you have chosen to appoint us to provide ongoing wealth management services, our initial advice and health-check is typically free of charge and thereafter we charge an ongoing fee for ongoing services to review and assess your wider wealth. Our charging structure will be disclosed in the Engagement Letter, or in writing separately, which you will receive prior to the provision of any recommendation.
  - 15.4. We provide restricted advice on wealth management services as we only offer advice on limited products from limited providers, including our Investment Management Service.
  - 15.5. You will be allocated a wealth manager who will be your main point of contact.
  - 15.6. Our advice and any recommendation we make will be based on our discussions during your financial planning review meeting and the information you provide to us and will take account of your overall tolerance to risk for your investment and pensions objectives. In the event of us making a recommendation, we shall also act as the intermediary and assist in completing any necessary documentation.
  - 15.7. In providing our advice and any recommendations, we are entitled to rely on the information you provide to us (except to the extent we are aware that the information is manifestly out of date, inaccurate or incomplete). It is key that you provide us with accurate and up-to-date information.
  - 15.8. Details of your risk tolerance and risk profile for each of your investment and pensions objectives will be included in the Wealth Management Investment Proposal. The

- report will also include the reasoning behind our recommendations. Our recommendations will not take into account any restrictions you may place upon us to types of investment or markets unless we confirm this to you in writing.
- 15.9. Our advice and any recommendations we make to you in your report will be based on the information you have provided to us about your circumstances as well as the market conditions and our understanding of legislation and tax treatment as at the date of that report only.
- 16. Tideway Investment Management Service**
- 16.1. This clause applies if we are providing you with the Investment Management Service.
- 16.2. This service is provided on a discretionary basis primarily related to the management of the Tideway Model Portfolios. However, it may also relate to the sale and purchase of Designated Investments, including without limitation, securities, bonds, warrants, collective investment scheme, derivatives and structured products (e.g. contracts for differences, options, hedge funds, private equity, property and real estate products). This includes discretion to sell investments to fund withdrawals.
- 16.3. Where you choose to receive Investment Management Services, we shall act as an intermediary and you will either have a model portfolio or a bespoke portfolio.
- 16.4. Where you are invested in a model portfolio, trading is decided at the model portfolio level according to the investment strategy set by Tideway and any trading is cascaded down to individual client portfolios.
- 16.5. Unless we agree any limitations in your Client Engagement Letter, we will have full authority and complete discretion to act as your agent. This means we may invest and reinvest the assets within the account by entering into any kind of transaction or arrangement on your behalf.
- 16.6. We may include in your account investments of any value and may invest any proportion of any value and may invest any proportion of your account in any way that we believe is suitable for the model portfolio based on the objectives and risk profile of the model portfolio.
- 16.7. In relation to our Investment Management Services, the performance of your portfolio(s) will depend upon the decisions made by Tideway's team.
- 16.8. Unless otherwise indicated, we may advise you or commit any part of your portfolio to underwrite or sub-underwrite any issue or offer of securities and to carry out short sales and to buy and write options.
- 16.9. Unless otherwise indicated, we will not enter into any Non-Standard Transactions such as unregulated collective investment schemes, derivatives or purchase warrants.
- 16.10. The services may include investment in relation to units in collective investment schemes, whether authorized or recognised and include any such scheme operated or managed by us or any associate.
- 16.11. Except as set out in the Agreement or otherwise agreed with you, there are no restrictions on the types of Designated Investments in which you may invest or markets on which you will permit transactions to be carried out, nor any restrictions on the value of or proportion of the account value which any one investment or class of investment may have. This is subject to our duty under the FCA Rules to ensure that we only enter into transactions which are suitable for you.
- 16.12. Where you have notified us in the Agreement or subsequently in writing that you have specific considerations or are subject to specific legal constraints which may affect our exercise of discretion, we shall use reasonable endeavours to observe them. You agree that this may affect performance and may result in a lower overall return than an account without such constraints. We are not under any circumstances responsible for the provision of, or the consequences of observing such considerations or following such legal advice.
- 16.13. In the provisions of the services provided for under this Agreement we may utilize or open accounts with brokers, dealers and other counterparties at our discretion and execute transactions ourselves through accounts established for such purposes. Provided we have discharged our regulatory obligations in the appointment and monitoring of such brokers, dealers and counterparties, we shall have no liability for any loss arising from their failure or default.
- 17. Updating your information**
- 17.1. This clause applies when we provide you with any of the Services.

- 17.2. You acknowledge that, in order for us to provide the advice services to you effectively, you will need to make reasonable time available to participate in the advice process and provide us with relevant information we may request in good time.
- 17.3. Where you do not do so, or you are not able to give us sufficient information in order for us to provide our advice service, we will suspend services until such information is provided. In some circumstances, we may end this Agreement in accordance with clause 33.

## **18. Dealing**

- 18.1. This clause will apply wherever we arrange or execute transactions for you.
- 18.2. We may refuse to carry out a transaction for you if:
- 18.2.1. by carrying out the transaction we reasonably believe that we may breach the FCA Rules, or any other applicable law or regulation, or otherwise be exposed to action or ensure from any governmental, regulatory or other law enforcement agency;
- 18.2.2. we are not reasonably satisfied that you have the right to deal in the investments which the transaction involves. In this case, we will not execute the transaction until you have given us proof which is reasonable satisfactory to us;
- 18.2.3. the instructions you have given us are unclear, or we have reasonable grounds to believe that the instructions are unclear, were given in error or were not given by you or someone you have authorised to give instructions on your behalf; and
- 18.2.4. we have not received any information which we reasonably require and which is necessary for us to carry out the transaction.
- 18.3. If we receive an instruction from you to carry out a transaction, we will do so as soon as is reasonably practicable.
- 18.4. We will carry out the transaction in accordance with all regulatory and market requirements, including the FCA Rules.
- 18.5. When we act on your behalf, we will execute transactions in line with "best execution". Best execution is our obligation under FCA Rules to obtain the best possible result for our clients. More information about best execution is contained in our Best Execution Policy. If you would like to receive a copy, please do ask us.

- 18.6. If you give us specific instructions about how to deal on your behalf, we may agree to act in accordance with your instructions rather than our Best Execution Policy. This may mean we are unable to achieve the best possible result for you, and the terms of the transaction may be adversely affected.
- 18.7. You authorise us to carry out transactions, on your behalf, outside of a Trading Venue if we believe it is in your best interests to do so.
- 18.8. When we carry out a transaction for you, we may combine your order and our own orders. This is known as "order aggregation". We will only do this if we reasonably believe that the order aggregation is unlikely to work to your overall disadvantage. However, the result of the order aggregation may be to your disadvantage in relation to a single order.

## **19. Reporting**

- 19.1. If we are providing you with Investment Management Services, we will provide you with regular reports summarizing the value of your portfolio at least every 3 months.
- 19.2. If you are aware that any of the transactions we report are inaccurate or incomplete, you must let us know as soon as possible.

## **20. Custody – Registration**

- 20.1. Custody services involve a firm safekeeping your assets, dealing with any cash and other administering your assets or account. We are not able to offer this type of custody service. However, we have arranged for these services to be provided by AJ Bell Securities Limited. See Schedule 1.
- 20.2. Clause 20.1 does not apply for clients who require their assets held offshore. In these circumstances you may decide to enter into a custody agreement with an institution of your choice. Alternatively, we can suggest an entity which is able to provide you with custody services, in accordance with the FCA Rules. Your registration with the custodian is a separate arrangement between you and the custodian.
- 20.3. At least quarterly, or more frequently, as may be agreed between us from time to time, we will provide you with a statement of your investments which are held by the custodian or by a nominee. You are requested to review the statement and to notify us of any errors that it may contain.

20.4. You must tell us if you are aware of any errors in the statement as soon as you can.

## **21. Overseas Investments**

21.1. Where we purchase non-UK investments for you outside the UK, these may be registered or recorded directly in the name of a foreign custodian (rather than that of your custodian) in one or more jurisdictions.

## **22. Settlement**

22.1. You agree that where we carry out a transaction for you under this Agreement:

22.1.1. the relevant asset or investment is available for settlement if you are selling an asset or investment; and

22.1.2. if you are buying an asset or investment, sufficient cash is available to do so.

22.2. If you have not made such assets, investments or cash available for settlement, we may not be able to carry out the transaction for you.

## **23. Power to Sell or Close Out**

23.1. We, where the FCA Rules allow, retain, transfer or sell any of your assets so far as is reasonably necessary:

23.1.1. To settle any transaction entered into on your behalf; or

23.1.2. To pay any of your outstanding liabilities in relation to transactions which arise under this Agreement or any other agreement you have with us.

23.2. We will contact you where we propose to sell an asset, unless it is not possible for us to do so. We will tell you which asset we intend to sell. You must tell us promptly if you wish to pay or wish us to sell a different asset.

23.3. Where we retain your assets on this basis, we may also take such steps if we reasonably believe that you will be unable to settle your transactions or pay your outstanding liabilities when they become due.

## **24. Suitability**

24.1. In providing any of our Services, we are required to consider whether our recommendations or decisions are suitable for you. This involves considering your knowledge, experience and investment objectives. In relation to the Investment Management Service and the Wealth Management Service, we will also consider the impact of a transaction on your portfolio as a whole.

24.2. We will require certain information about you in order to be able to assess whether a transaction would be suitable for you. If you do not provide this information, we may be unable to provide the Services. This information will need to be updated regularly and it is key this information is accurate.

## **25. Providing Advice**

25.1. This section applies where we provide advice in connection with the Pension Advice Service or Wealth Management Service.

25.2. The advice services include our offer to you to act as an agent between the product provider and yourself to facilitate your purchase of any investment or policy we may recommend

25.3. We will give you full information on any products and services we may recommend to you.

25.4. Whilst it is our intention to implement any recommendations we make; you will not be under any obligation to accept the recommendations or invest in any particular product or policy or to instruct us to implement any of the recommendations. However, we will not implement any products or policies which we have not recommended to you.

25.5. Where you agree for us to implement the recommendations issued in your Pension Suitability Report or Wealth Management Investment Proposal, we will follow your instructions in respect of our recommendations and arrange any required transactions on your behalf in a timely manner.

25.6. The product provider is responsible to you for the operation of any product or policy you acquire or investment you may make following our recommendation.

## **26. Execution Only Services**

26.1. Our Services do not involve executing transactions which we have not advised or recommended that you enter into, or which we carry out for you as discretionary manager.

26.2. In exceptional circumstances, we may agree to carry out an unadvised transaction for you, which we have not recommended. In such situations, we will not be liable for any loss or damage you suffer as a result of the transaction. We are not required to agree to

carry out any such transaction. Please contact us if you have any questions about whether a transaction or investment has been advised or recommended by us.

## **27. Your obligations**

- 27.1. By entering into this Agreement, you agree that the following conditions are true at the time of signing, and continue to be true throughout the term of this Agreement:
- 27.1.1. Any money you invest is owned by you and is not subject to any security charges or other restrictions, both at the time you invest and throughout the term of this Agreement;
- 27.1.2. You will not deal with any of the cash or assets held under this Agreement except through us, and you will not authorise anyone else to deal unless they have been appointed as your representative in accordance with this Agreement; and
- 27.1.3. All information you have provided to us in relation to your tax status, residence or domicile is complete and correct. You agree to inform us if there is any change to your tax status, residence or domicile and to provide any further information we may reasonably require.
- 27.2. You must let us know if any of the above conditions stop being true.
- 27.3. You must notify us if there is any material change to any of the information which you have provided to us. If you fail to do so, we may be unable to continue providing the Services.
- 27.4. You agree to provide any further information which we may reasonably require to meet our regulatory and contractual obligations. If you fail to provide such information, it may affect our ability to provide the Services.

## **28. Your liability**

- 28.1. You agree to be held liable in full for any liabilities, reasonable costs and expenses which arise in relation to this Agreement which are caused by:
- 28.1.1. Any material breach by you of any of the terms of this Agreement
- 28.1.2. Any default or failure by you; in performing your obligations to make delivery or payment when due; or
- 28.1.3. Any defect in title or any fraud or forgery in relation to any investments delivered to us or a Custodian by you or on your behalf or in relation to any instrument of transfer in

relation to such investments (including any electronic instruction) purporting to transfer such investments.

- 28.2. You will be responsible for obtaining your own advice on the taxation, legal, regulatory or accounting consequences of any investment or investment strategy.

## **29. Our liability**

- 29.1. We do not seek to limit any liability we may have under the FCA Rules.
- 29.2. We will provide the Services to you in accordance with our responsibilities and obligations under FCA Rules and applicable laws and the terms of your Client Engagement Letter with us.
- 29.3. We will not be responsible to you if we fail to comply with any terms of this Agreement due to:
- 29.3.1. Any actions, inactions, delay, mistake or default of any third party; or
- 29.3.2. Abnormal or unforeseen circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite reasonable efforts to the contrary.
- 29.4. We are not obliged to comply with our obligations under this Agreement if doing so would put us in breach of applicable laws and regulations.
- 29.5. As investment markets are subject to unforeseen fluctuations, no particular results can be guaranteed. Any documentation provided containing information about future results are not stating actual expected results as they are for illustrative purposes only.
- 29.6. Where your pension scheme has provided you with a cash equivalent transfer value, which is valid for a specific period of time, we will not be responsible for any changes to that transfer value caused by a delayed transfer, unless the delay is a result of our breach of this Agreement, negligence, wilful misconduct or fraud.

## **30. Product Cancellation**

- 30.1. Depending on the products which you receive as part of the Services, you may have separate cancellation rights for those products. These will be set out in the separate product terms between you and the product provider.
- 30.2. If you wish to cancel a product, you would need to respond directly to the product provider using the details they provide you

with. You will have no further obligations in relation to the service or product you cancel and you will not be charged any fee for cancelling. There may, however, be a shortfall if we have carried out transactions on your behalf during the cancellation period. You will take the risk of any shortfall arising as a result of market changes.

- 30.3. If you do not exercise the right to cancel, the Agreement will remain in effect until terminated under its terms.

### **31. Your rights to terminate this Agreement**

- 31.1. You may terminate our authority to act on your behalf at any time by notifying us, in writing. Such notice will take effect upon receipt.
- 31.2. Where this Agreement is a joint agreement, any one of you may request termination and the termination will apply to all parties.
- 31.3. Any termination is subject to the settlement of any outstanding transactions and the payment of any charges and other amounts due.
- 31.4. Termination of this Agreement will terminate any custody arrangements currently in place between you and the AJ Bell Securities Limited. Any securities held in custody will be transferred to another custodian in line with your instructions to us prior to the cessation of the provision of the services.
- 31.5. In the case of a sole account holder, this Agreement will terminate automatically if we are notified of death.
- 31.6. Upon termination, unless you provide us with specific instructions, any money owing to you will be sent by cheque to your correspondence address.
- 31.7. Upon termination, all amounts payable by you to us pursuant to the terms of this Agreement will automatically become due, including but not limited to all fees and charges set out in the Client Engagement Letter. You agree that you remain responsible for these costs.

### **32. Our rights to terminate this Agreement**

- 32.1. We may end this Agreement with you immediately and cease to provide you with advice services in any of the following situations:
- 32.1.1. if you are using the services, or we reasonably suspect you are using the services, for an illegal purpose;

32.1.2. if we reasonably consider that, by continuing the contract, we may break a law, regulation, code, court order or other duty or we, or another company, may be exposed to action or censure from any government, regulator or law enforcement agency;

32.1.3. if you are not, or cease to be eligible for the service or we reasonably believe our services will not be of value to you;

32.1.4. if we are unable to continually satisfy our regulatory obligations to “know our client” and be able to provide recommendations that are demonstrably in your best interests;

32.1.5. if we reasonably believe that there is insufficient time to allow us to properly provide you with the Services; or

32.1.6. if you have become bankrupt, insolvent or you are unable to pay debts as they fall due, or any steps, proceedings or applications are taken by you or against you in relation to reconstruction of your debts, bankruptcy or other analogous proceeding in any jurisdiction.

32.2. In the case of a company, this Agreement will terminate automatically if we are notified of:

32.2.1. The calling of a meeting to consider a resolution for winding up the company;

32.2.2. The presentation of a petition for winding up the company;

32.2.3. The making of, or any proposals for the making of, a composition or arrangement with any one or more of your creditors;

32.2.4. An application for the appointment of an administrator; or

32.2.5. The appointment of a receiver (whether an administrator receiver or a receiver appointed over particular property).

32.3. In all other situations, we may terminate this Agreement on 30 calendar days' written notice.

### **33. The effect of ending this Agreement**

33.1. If you or we end this Agreement under clauses 31 and 32 above, you will not be obliged to pay any charge or fee to terminate the Agreement. You will have to pay any outstanding fees owed as a result of this Agreement.

33.2. If this Agreement, comes to an end you will not be required to sell any products or policies acquired following our recommendations.

33.3. Cancellation or termination of the Agreement will not affect the completion of

- any outstanding transactions we are undertaking with you.
- 33.4. If your Agreement comes to an end, any costs, charges or fees applicable to any products or policies you have purchased whether provided by us or a third party will still apply under the terms of those products and/or investments.

#### **34. Amending this Agreement**

- 34.1. We may amend the terms of this Agreement at any time. We may do so immediately if:
- 34.1.1. We reasonably consider the amendment to not be of disadvantage to you, or the amendment makes the terms easier to understand or fairer to you; or
- 34.1.2. The amendment is required as a result of changes to any applicable law, statute, FCA Rule or other regulation;
- 34.1.3. The amendment is made in response to a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body; or
- 34.1.4. Where the amendment is reasonably required to allow us to continue providing the Services.  
In these situations, we will provide you with information about the amendment as soon as reasonably practicable afterwards.
- 34.2. In all other cases, we will provide you with at least 30 calendar days' advance notice of the proposed change. This notice will tell you about the proposed change and when it will come into force.
- 34.3. If you do not wish to accept the proposed change notified to you under clause 34.2, you must tell us that you want to terminate the Agreement before the change comes into force.
- 34.4. If notice under clause 34.2 is sent to the most recent address (or email) we hold for you, you will be deemed to have consented to the change unless you terminate the Agreement in accordance with clause 34.3.
- 34.5. You may amend your account investment objective, risk profile and / or any other matters agreed between us in the Client Engagement Letter at any time by giving us details in writing (e.g. by email). Such changes will become effective when we have confirmed them in writing to you.

#### **35. Data Protection**

- 35.1. This clause sets out the terms on which we will handle any personal data provided to us by you for the purpose of providing services

and the terms "personal data" and "processing" will have the meanings given to them in the General Data Protection Regulations and UK's Data Protection Act 2018.

- 35.2. We will have in place appropriate technical and transitional measures (having regard to the state of technological development and the cost of implementing such measures) to protect your personal data against unauthorised or unlawful processing.
- 35.3. We will only use, store or otherwise process personal information provided by you as is necessary connection with the provision of the services, administering your account or for the purposes ancillary thereto, including, without limitation, for the purposes of assessments or the verification of your identity and/or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations.
- 35.4. We will not keep your personal data for longer than is necessary other than to provide services to you. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy notice referred to at the end of this section.
- 35.5. Your personal data may be maintained on computer records and will not be disclosed to other parties except:
- 35.5.1. to other businesses within our group;
- 35.5.2. third parties providing accounts for you;
- 35.5.3. third parties to whom you have given expressed authority for us to discuss your personal details with;
- 35.5.4. our auditors, legal, compliance or other professional advisors or agents;
- 35.5.5. any organisation requiring access to such information for regulatory purposes only or any person having a legal entitlement to access such as to any regulatory authority; and
- 35.6. You have a right to a copy of any personal data we hold about you at any time. You should direct any such request to us. You should let us know if you think any information we hold about you is inaccurate and we will correct it.
- 35.7. It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at

<http://www.tidewayinvestment.co.uk/p/60/privacy-and-cookies>

or you can ask us for a copy.

### **36. Confidentiality of Information**

- 36.1. We are not obliged to disclose to you or take into consideration information, the disclosure of which would be a breach of duty or confidence owed to any other person, or which comes to the notice of an employee, officer or agent of ours, but not to the actual notice of the individual(s) managing the account.
- 36.2. All information we hold about you is confidential and will not be used for any purpose other than in connection with the provision of the services or in accordance with this Agreement. Information of a confidential nature will be treated as such provided that such information is not already in the public domain.
- 36.3. We will only disclose your confidential information to third parties in the following circumstances:
- 36.3.1. Where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any group company);
- 36.3.2. To investigate or prevent fraud or other illegal activity;
- 36.3.3. In connection with the provision of services to you by us;
- 36.3.4. For purposes ancillary to the provision of the services of the administration of your account including without limitation for the purposes of credit enquiries or assessments or the verification of your identity and/or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations;
- 36.3.5. If it is in the public interest to disclose such information or your identity and/or any other actions or enquiries we may be obliged to undertake pursuant to our obligations under applicable anti-money laundering legislation or regulations;
- 36.4. At your request or with your consent, subject to the proviso that we may disclose your information to certain permitted third parties, such as our agents or our professional advisers who are bound by confidentiality codes.

### **37. Security**

- 37.1. We take the utmost care to ensure the personal information we hold about you electronically and on our premises is kept secure.
- 37.2. Primarily security over your assets will be handled by the third-party providers who have custody of your money. Access to your investments is controlled by these platform providers who have their own security systems in place. You should contact the custodian if you have any questions or concerns about the security of your assets.
- 37.3. In the event of a security breach, we will not be liable for any loss or damages arising, unless the breach causing the damage was a result of our failure to act reasonably.

### **38. Delegation, appointment of agents and assignment**

- 38.1. We may delegate any function or aspect of providing the Services to a third party, including our associates and may provide information about you for this purpose. Any such delegation will not affect our liability to you or our obligation to provide any Services under this Agreement.
- 38.2. We will not be required to provide you with any notice of any arrangements that we may make to delegate any function. We will not delegate the whole or substantially the whole of our investment discretion without your prior written consent.
- 38.3. We may employ agents including associates to perform any administrative, dealing or ancillary service to enable us to perform our Services under this Agreement.
- 38.4. We will act in good faith and with reasonable skill and care in the selection, use and monitoring of agents.
- 38.5. We may transfer any part of our rights or obligations under this Agreement to any of our associates without your consent. However, should we do so, we will provide you with written notice of any assignment. You agree that you may be required to agree to new terms in order to continue receiving the Services.
- You may not assign or transfer any right or obligations under this Agreement without our prior consent.

### **39. Non-UK Taxation**

- 39.1. If you are a taxpayer and/or resident outside the UK or hold non-UK investments, you may be liable to account to non-UK tax

authorities for any capital or income earned. You will retain sole responsibility in relation to those matters.

- 39.2. You undertake to notify us immediately of any change to your address or tax residency.
- 39.3. Where, due to either UK legislation or to contractual arrangements that we have entered into with foreign tax authorities, we are required to identify your tax status, then you agree to provide us with all information as may be required and you further confirm that in the absence of all requisite information, we may take steps including:
  - 39.3.1. Notifying the relevant tax authority;
  - 39.3.2. Requiring the transfer of overseas investments to a Custodian;
  - 39.3.3. Arranging for the sale of such investments on your behalf; and
  - 39.3.4. Withholding the appropriate level of tax on such capital or income.
- 39.4. In particular, you should note that in accordance with US Inland Revenue Service regulations, we are required to identify any beneficial owners of US securities. To enable us to deal in US securities on your behalf, you must complete relevant US tax documentation (e.g. W-8BEN, W-9 or W-8IMY Form) or provide us with certified copies of your passport and proof of address. Failure to do so may result in additional tax being withheld on income or capital gains originating from US Securities.

#### **40. Severability**

- 40.1. If any provision or term of this Agreement is declared to be illegal; invalid or unenforceable for any reason, that term or provision shall be treated as though it had never been part of this Agreement and the remaining provisions of the Agreement will still be valid and enforceable.

#### **41. Third-party rights**

- 41.1. Unless a term of this Agreement provides otherwise (and subject to the FCA Rules), a person who is not a party to this Agreement will have no rights to enforce any of its terms.

#### **42. Regulatory Information**

- 42.1. Tideway Investment Partners LLP is a limited liability partnership registered in England and Wales under company number OC343430.
- 42.2. We are authorised and regulated by the Financial Conduct Authority. We are required to act in accordance with the rules

of the FCA and are entered on the FCA register under registration number 496214.

- 42.3. Tideway Wealth Management Limited is an appointed representative of Tideway Investment Partners LLP and is a limited company registered in England and Wales under company number 11705351.
- 42.4. The registered address for Tideway Investment Group is: 107 Leadenhall Street, London EC3A 4AF.

#### **43. Definitions**

- 43.1. The following definitions apply to this Agreement:

**"Client Engagement Letter"** means the client engagement letter (or letters) completed and signed by you requesting the provision of Services and which incorporates this document.

**"Conflicts of Interest Policy"** means the policy for conflicts of interest maintained by us, as amended from time to time.

**"Pension Suitability Report"** means the report we provide to you as part of the Pension Advice Service which sets out our recommendation and advice in relation to your defined benefit pension.

**"Designated Investments"** means the types of investments defined in the FCA Rules as designated investments, as amended from time to time, including a security of contractually based investment which includes: life policy, share, debenture, alternative debenture, government and public security, warrant, certificate representing certain security, unit, stakeholder pension scheme, personal pension scheme, option.

**"Tideway Investment Management Service"** means a service of the kind described in clause 16.

**"Fact Find"** means the fact find document provided to you and completed by you providing information as part of the process of us providing you with the Services.

**"FCA"** means the Financial Conduct Authority in the UK, whose current address is 12 Endeavour Square, London E20 1JN, or any succeeding authority.

**"FCA Rules"** means the legal rules and guidance published by the FCA.

"ISA" means an account subject to and created under the Individual Savings Account Regulations 1998, as amended or supplemented from time to time.

"**Multilateral Trading Facilities**" means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments.

"**Organised Trading Facilities**" means a multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in a way that results in a contract.

"**Tideway Pension Advice Service**" means a service of the kind described in clause 14.

"**Tideway Pension Referral Service**" means a service of the kind described in clause 14a.

"**Services**" means the service or services (including advice and intermediary services)

for which you have instructed us in accordance with the Client Engagement Letter.

"**Suitability Report**" means the written report we shall provide you that includes our personal recommendation on a course of action and explains why this meets your objectives and why it is your best interests

"**Trading Venue**" means a regulated market, a Multilateral Trading Facility or an Organised Trading Facility.

"**Wealth Management Investment Proposal**" means the wealth management proposal document we provide to you as part of the Wealth Management Service which sets out our recommendations and advice in relation to your investment objectives and options.

"**Tideway Wealth Management Service**" means a service of the kind described in clause 15.

"**VAT**" means Value Added Tax.

## SCHEDULE 1 - CUSTODY ARRANGEMENTS WITH AJ BELL SECURITIES LIMITED

- |   |  |
|---|--|
| <p><b>1. RELATIONSHIP WITH AJ BELL SECURITIES LIMITED</b></p> <p>1.1 We have entered into an agreement (<b>Agreement</b>) with AJ Bell Securities Limited (<b>AJ Bell</b>), under which AJ Bell has agreed to provide clearing and settlement, safe custody and associated services (<b>Services</b>) for our clients.</p> <p>1.2 By accepting these terms and conditions (<b>Terms</b>), you agree to AJ Bell providing the Services to you on the terms set out below and enter into a contractual relationship with AJ Bell.</p> <p>1.3 AJ Bell is incorporated in England (company number 02723420). Its registered office is at 4 Exchange Quay, Salford Quays, Manchester M5 3EE and it is authorised and regulated (FRN:155593) by the Financial Conduct Authority whose address is 12 Endeavour Square, London E20 1JN.</p> <p>1.4 Words that are capitalised have a specific meaning as set out in clause 25 (Definitions) at the end of these Terms.</p> <p>1.5 By entering into this agreement, you:</p> <p>1.5.1 accept these Terms and agree that you are bound by them;</p> <p>1.5.2 authorise us to give instructions and provide information and documentation, including your money laundering documents, to AJ Bell and confirm that AJ Bell is entitled to rely on those instructions and/or that information; and</p> <p>1.5.3 authorise AJ Bell to hold cash and investments on your behalf and to transfer cash or investments from your account to meet your settlement or other obligations to AJ Bell and your obligations to us.</p> <p>1.6 We remain solely responsible for:</p> | <p>1.6.1 instructing orders in investments, assessing the suitability or appropriateness of transactions and investments, providing pre-contractual disclosure of costs and charges and where applicable providing any investment advice to you. AJ Bell is not responsible or liable for these activities and does not provide investment advice or any assessment of suitability or appropriateness;</p> <p>1.6.2 undertaking all enquiries required by the FCA Rules, or otherwise that are reasonably necessary to enable AJ Bell to provide the Services, including establishing your financial standing, investment objectives (including whether an investment or Product is appropriate or suitable for you) and any other necessary or relevant fact or matter; and</p> <p>1.6.3 the conduct and supervision of all dealings with you, including:</p> <ul style="list-style-type: none"> <li>(a) complying with the FCA Rules and Stock Exchange Rules;</li> <li>(b) establishing your Customer Account;</li> <li>(c) verifying your identity and carrying out ongoing verification;</li> <li>(d) the completion of all account opening documentation;</li> <li>(e) issuing of terms of business;</li> <li>(f) managing categorisation and monitoring the frequency of dealing;</li> <li>(g) ensuring that all Customer Output is complete and accurate before it is sent to you;</li> <li>(h) handling complaints in accordance with FCA Rules;</li> </ul> |
|---|--|

- (i) maintaining all records relating to you;
  - (j) verifying the authenticity of all information and instructions given by you;
  - (k) managing financial arrangements with you; and
  - (l) checking the authenticity of all documents of title relating to investments and all incidental matters.
- 1.7 AJ Bell will categorise you as a retail client under the FCA Rules. This gives you the highest level of protection.
- 1.8 AJ Bell may engage agents, sub-contractors or third parties to provide services. AJ Bell will exercise reasonable skill and care when selecting, monitoring and periodically reviewing any such agents, sub-contractors or third parties it engages but will not otherwise be responsible for their default or other acts or omissions unless they are an Associate of AJ Bell.
- 2. CAPACITY**
- 2.1 Where you are joint account holders or trustees of a trust or partners of a partnership, you shall be jointly and severally liable to AJ Bell and AJ Bell shall be entitled to discharge any obligation to make a payment to all account holders by paying any one or more of you.
- 2.2 Where you are a company, limited liability partnership or unincorporated association, you will be treated as the client and your directors (if you are a company) or members (if you are a limited liability partnership) or participants (if you are an unincorporated association) shall (if they have assumed personal liability to us) also be personally liable to AJ Bell for your liabilities and obligations under these Terms;
- 2.3 Where you are the intermediary or agent of an indirect customer, before your account is opened by AJ Bell, we will agree with you whether you or the indirect customer is treated as the client. If you are not treated as the client, you shall be jointly and severally liable to AJ Bell for the liabilities and obligations of

the indirect customer under these Terms.

**3. GIVING INSTRUCTIONS TO AJ BELL**

- 3.1 AJ Bell will only accept instructions concerning your Customer Account(s) from us and not directly from you, unless AJ Bell contacts you directly to obtain instructions. You should direct all enquiries regarding your Customer Account to us and not to AJ Bell. However AJ Bell may contact you directly to obtain instructions or information.
- 3.2 AJ Bell shall be entitled to rely and act upon any instruction, which it believes in good faith we or our agents have given.
- 3.3 AJ Bell reserves the right to take such action as it considers appropriate if we do not respond to a request from AJ Bell within a reasonable time.
- 3.4 AJ Bell does not accept responsibility for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside its reasonable control.
- 3.5 AJ Bell may at its absolute discretion and without notice or compensation refuse to accept any order or other instruction for your Customer Account(s) where doing so may cause it to be in breach of any Regulatory Requirement.
- 4. ACCOUNTS**
- 4.1 AJ Bell shall open a Customer Account for you once we have given AJ Bell such information as AJ Bell reasonably requires for that purpose.
- 4.2 AJ Bell reserves the right at its absolute discretion without notice or compensation to decline to provide the Services.
- 4.3 AJ Bell shall upon receipt of a valid instruction from us act on our instruction in relation to the operation of your Customer Account (including (without limitation) moving monies between Customer Account ledgers) provided that doing so does not render AJ Bell in breach of a Regulatory Requirement.
- 4.4 AJ Bell shall be entitled to rely on any instruction we give AJ Bell to transfer or allocate money or assets to a specific Customer Account, without carrying out

any checks to ensure that the specified Customer Account is the correct Customer Account.

- 4.5 Save in exceptional circumstances, AJ Bell will only make payments to you to the bank account that we notify to AJ Bell. AJ Bell can make payments due to you by cheque or by any appropriate electronic method available to it.
- 4.6 If AJ Bell receives a valid instruction from us in a format acceptable to AJ Bell and if there is Withdrawable Cash in your Customer Account, AJ Bell will operate a standing order for the payment of monies to you from your Customer Account and an ad hoc payments facility.
- 4.7 You are responsible for dealing with your tax affairs, including completing and submitting any applicable tax returns. You are also responsible for checking that any information AJ Bell provides about your investments which is used for the purposes of completing any tax returns (e.g. details of dividend receipts and capital gains) is accurate and complete. Investment income received or gains made may be subject to tax. It is your responsibility to report this information to HMRC and to pay any tax liability that arises. AJ Bell is not responsible for any personal tax liability you may have in relation to your Customer Account.

## **5. USE OF THE CUSTOMER WEBSITE**

- 5.1 In the event that AJ Bell provides Customer Web as part of the Services available to you, the following provisions of this clause 5 shall apply.
- 5.2 AJ Bell will authorise access to the Customer Web via a secure link from the Tideway website to enable you to view your investments but this is strictly subject to the limits on liability set out in clause 5.5 below.
- 5.3 You must keep your username and password safe and confidential and notify Tideway immediately if they are lost or compromised.
- 5.4 You are entitled to download or print individual sections of the Customer Web and information from linked websites but only for your personal use and you

must not alter any copyright or proprietary notices. You are not permitted to reproduce or distribute any such material. AJ Bell is not responsible for the accuracy of any information which is made available on any linked websites.

- 5.5 AJ Bell does not guarantee the adequacy, accuracy, timeliness or completeness of, or accept (to the maximum extent permitted by law) liability for the failure, interruption, delay or defect in the Data Services, which includes pricing data, as they are provided to AJ Bell by a third party on a without liability basis, except where any inaccuracy in the information on the Customer Web is a direct result of the negligence of AJ Bell.
- 5.6 We are responsible for the provision of all third party data or information feeds, electronic links to third party systems and other similar services used in connection with the provision of the Services except for any Data Services.
- 5.7 You may experience occasional interruption to the Customer Web as a result of routine or non-routine maintenance, upgrade of the website, failure of or disruption to the internet or in extreme market conditions or due to systems failure or malfunction. The Customer Web may not support your browser or be fully compatible with your computer.
- 5.8 AJ Bell are not responsible or liable for any delay or failure to perform the Services arising from or relating to the absence, failure or disruption of any computer hardware or software or any connection between us and AJ Bell.
- 5.9 AJ Bell shall be entitled as it sees fit at any time without notice to make alterations of any nature to the Customer Web if in its reasonable opinion doing so would not be materially detrimental to the Services.
- 5.10 You will have view-only access to the Customer Web and will not be able to use it for any other purposes.

## **6. DEALING AND SETTLEMENT**

### **Dealing**

6.1 AJ Bell will execute Orders in accordance with our instructions and for this purpose we, rather than you, will be AJ Bell's client.

6.2 AJ Bell is required to report certain information about you and the Orders we place for you to the FCA. AJ Bell will ask us for that information before AJ Bell executes any Order we place for you and may not be able to accept the Order until we have supplied it. AJ Bell will not be responsible for any related delay in the placing of an Order for you. It will be our responsibility to obtain that information from you.

6.3 When executing an Order, AJ Bell acts as your agent which means that you are entering into a contract for the sale or purchase of the relevant investment directly with the buyer or seller and not with AJ Bell.

6.4 On the day on which we place an Order if it is a:

6.4.1 Buy Order:

(a) for a Forward Priced Investment, that is placed:

(i) as an investment of a specific amount of cash, other than a Pre-paid Investment, AJ Bell will denote it as a pending transaction in your Customer Account and earmark the amount of cash required to complete the purchase in your Customer Account (on the basis of the most recent price available to AJ Bell for the investment) so that it cannot be used any other purpose; or

(ii) for the purchase of a fixed number of units, AJ Bell will earmark the amount of cash required to complete the purchase in your Customer Account (on the basis of the most recent price available to AJ Bell for the investment) but,

in each case, AJ Bell will only deduct the amount of cash required to complete the purchase from your Customer Account and add details of the investments purchased to your Customer Account once the Order has been executed; or

(b) for a Pre-paid Investment, AJ Bell will denote it as a pending transaction in your Customer Account but will continue to show the amount of cash specified in the Order in your Customer Account until AJ Bell receive the contract note from the investment provider after the Order has been executed, at which time AJ Bell will add details of the investment to your Customer Account and remove the cash. Notwithstanding that the amount of the cash specified in the Order will still be shown in your Customer Account until receipt of the contract note, it will not be available for use for any other purpose as AJ Bell will pay the cash to the investment provider when the Order is submitted to enable the purchase to be completed; or

(c) for any other type of investment, AJ Bell will deduct the amount of cash required to complete the purchase from your Customer Account and will add details of the investments purchased to your Customer Account;

6.4.2 Sell Order:

(a) for a Forward Priced Investment, that is placed:

(i) as the sale of sufficient investments to realise a specific amount of cash, AJ Bell will earmark the number of units of the investment being sold in your Customer Account (on the basis of the most recent price available to AJ Bell for the investment) required to realise that amount of cash,

so that they cannot be dealt with in any other way; or

- (ii) for the sale of a fixed number of units, AJ Bell will earmark that number of units in your Customer Account so that they cannot be dealt with in any other way but,

in each case, AJ Bell will only remove the investments being sold from your Customer Account and add the amount of the sale proceeds to your Customer Account, once the Order has been executed; or

- (b) for any other type of Investment, AJ Bell will remove the investments being sold from your Customer Account and will add the amount of the sale proceeds to your Customer Account,

but please refer to clause 6.17 below for details of the circumstances in which AJ Bell may reverse those transaction entries.

6.5 You are not entitled to receive any cash or investments that may be due in respect of an Order until your obligations in relation to that Order have been fully performed. We will not instruct AJ Bell and AJ Bell shall be entitled to refuse to execute any Order for you if at the time you are in default of any payment or delivery obligation owed to us or AJ Bell or if we or AJ Bell have reason to believe that you will be unable or unwilling to settle the Order once executed.

6.6 All instructions we give to AJ Bell to execute an Order on your behalf will be given in accordance with AJ Bell's procedures and executed in accordance with AJ Bell's execution policy at the time, a copy of which is available upon request. Once an Order has been accepted for immediate execution by AJ Bell, it may only be amended or withdrawn with the agreement of AJ Bell.

6.7 AJ Bell may (in its absolute discretion) decline to accept any Order or instruction from us or, having accepted it, refuse to act on it, if AJ Bell reasonably

believes that the Order or instruction concerned (or the consequences of it) is improper, unlawful or would (if executed) expose AJ Bell, us or you to financial or other risk. AJ Bell will not accept Orders for futures, options, contracts for differences and spread betting (as those terms are defined in the FCA Rules).

6.8 AJ Bell may aggregate your Order with its own orders, orders of connected persons and orders of other clients and customers. AJ Bell will only aggregate your Order if the conditions set out in the relevant FCA Rules are met, namely, that it would be unlikely that the aggregation of orders and transactions will work overall to your disadvantage.

6.9 Following the execution of any Order on your behalf, AJ Bell will generate and send us a contract note for that transaction. Note that we will not send you contract notes for transactions within your Customer Account, unless you specifically opt in to receive them. The terms of any contract note will be conclusive and binding, unless AJ Bell is notified in writing by us of any disagreement immediately and, in any event, by close of business on the next following Business Day after we receive it. All Orders will be settled in accordance with the terms of the contract note.

#### Settlement

6.10 The date on which the settlement of an Order is due to take place is known as the intended settlement date (**Intended Settlement Date**). In the case of a Sell Order, this is when AJ Bell will normally receive the sale proceeds. In the case of a Buy Order, this is when AJ Bell will normally receive the investments.

6.11 Details of the Intended Settlement Date will be set out in the contract note. For most investments, other than Pre-paid Investments, settlement will take place between one and five Business Days after the Order is executed.

6.12 The date on which the settlement of an Order actually takes place is known as the actual settlement date (**Actual Settlement Date**). This may differ from the Intended Settlement Date.

- 6.13 You will be exposed to the risk of an Order not settling until such time as actual settlement takes place.
- 6.14 In some cases there may be delays in settlement which mean that it does not take place by the Intended Settlement Date. For example, as a result of the failure of the other party to the Order to comply with their obligations in a timely manner.
- 6.15 If there is a delay in settlement, AJ Bell will continue to use reasonable endeavours to settle the Order for you, unless there is a Settlement Failure (please refer to clause 6.17 below). Notwithstanding that settlement may be delayed, you will remain bound by the Order.
- 6.16 AJ Bell are not responsible for any delay in settlement as a result of circumstances which are beyond AJ Bell's reasonable control or for the failure of any other person, including the buyer or seller with whom AJ Bell have placed the Order on your behalf, to do what is necessary in order for settlement to take place.
- 6.17 In some circumstances it may not be possible to settle an Order (**Settlement Failure**). For example, as a result of the failure of the other party to the Order to comply with their obligations. If there is a Settlement Failure, AJ Bell will notify us and provide us with details of your options. We will be responsible for informing you of the Settlement Failure and your available options.
- 6.18 If for any reason (except as a consequence of AJ Bell's wilful default, fraud or negligence) AJ Bell reasonably considers that there will be a Settlement Failure, AJ Bell may reverse the transaction entries made in your Customer Account in accordance with clause 6.4 above. AJ Bell will notify us of the Settlement Failure, if AJ Bell reverse any transactions. We are responsible for notifying you of the Settlement Failure.
- 6.19 If the other party to an Order fails to make payment or to deliver the investment, AJ Bell will not be required to make payment of the sale proceeds or deliver the investment to you.
- 6.20 It is only when the settlement of an Order takes place on the Actual Settlement Date that you will no longer be exposed to the risk of a Settlement Failure.
- 6.21 Once actual settlement has taken place, the sale proceeds will then be available for withdrawal from your Customer Account in accordance with these Terms.
- 7. YOUR MONEY AND ASSETS**
- Cash Bank Accounts**
- 7.1 Except as provided in clause 7.4, AJ Bell will hold money (in any currency) it receives for your account in a pooled general bank account separate from money belonging to AJ Bell with a Bank or Banks nominated by AJ Bell in accordance with the FCA Rules. To the extent permitted by the FCA Rules, AJ Bell may hold your money in a fixed term deposit or notice account. AJ Bell does this so it is able to place deposits with a wider range of Banks in order to reduce the exposure of AJ Bell's customers to the risk of a Bank failure and to obtain better interest rates on the deposits, which helps AJ Bell to keep its charges low.
- 7.2 AJ Bell placing funds on a fixed term deposit or in a notice account means that the funds cannot be withdrawn until the expiry of the relevant fixed term or notice period. This should not affect your ability to withdraw funds from your Customer Account, as AJ Bell manages the funds it hold on behalf of all of AJ Bell's customers in order to ensure that there are sufficient funds available to satisfy customer demand. In the event of AJ Bell's or a Bank's failure, it may mean that those funds are not immediately available for distribution. Please also refer to clause 7.6 below.
- 7.3 Any of your cash which is held as Client Money from time to time may, to the extent permitted by the FCA Rules, be placed on deposit with a Bank for a fixed term not exceeding 95 days or in a 95 days' notice account with a Bank.
- 7.4 If you hold an Investcentre SIPP, any contributions paid and cash transfers made into your SIPP will be held in accordance with the Investcentre SIPP

terms of business. In the event of any conflict between these Terms and the Investcentre SIPP terms of business, it is the Investcentre SIPP terms that will apply. When the trustee of the Investcentre SIPP, Sippdeal Trustees Limited, holds any of the money in your Investcentre SIPP in accordance with the Investcentre SIPP terms of business it will be held in trust in a pooled bank account with a bank separate from money belonging to Sippdeal Trustees Limited. The level of protection for your money under the Financial Services Compensation Scheme will remain the same as if it had been held in accordance with clause 7.1. Further details of that compensation scheme are set out in clause 22.

7.5 AJ Bell will not be responsible for the default of a Bank.

7.6 In the event of an irreconcilable shortfall on the failure of a Bank, your claim will be for a share of the cash held in the relevant pooled accounts at that Bank so you may not get all of your money back. You may also be able to claim against the Financial Services Compensation Scheme. Further details of that scheme are set out in clause 22.

7.7 AJ Bell will pay interest on cleared GB pounds cash balances less any net debit on unsettled Trades in your Customer Account. If you have more than one Customer Account, interest will be paid on the cleared cash in each discrete Customer Account and not the aggregate of cleared cash balances in all your Customer Accounts. AJ Bell will not pay interest on non-GB pound cash balances.

7.8 Interest will be paid on your money at such rate as may be specified by AJ Bell from time to time and credited to your account at least every 3 months.

**Investment Accounts**

7.9 Your investments will be held in a pooled account in the name of AJ Bell's Nominee or by a third party custodian, sub-nominee or sub-custodian to AJ Bell's order.

7.10 AJ Bell may also appoint agents, sub-nominees and sub-custodians, to hold your investments. AJ Bell will exercise

reasonable care in their selection and carry out a risk assessment in accordance with the FCA Rules. AJ Bell will be responsible for the acts and omissions of the AJ Bell Nominee but not (unless AJ Bell has acted fraudulently or wilfully defaulted) of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system.

7.11 In the event of an irreconcilable shortfall in the investments on the failure of a nominee or third party custodian, sub-nominee or sub-custodian, your claim will be for a share of the investments held by that third party in the relevant pooled accounts so you may not receive your full entitlement. An agent, sub-nominee or sub-custodian AJ Bell appoints to hold your investments may have a security interest, lien or right of set off in respect of cash and securities held in a pooled account for:

7.11.1 properly incurred charges and liabilities arising from the provision of custody services in respect of the assets held in that pooled account; or

7.11.2 that arises under the operating terms of a securities depository, securities settlement system or central counterparty in whose pooled account the custody assets are recorded or held for the purpose of facilitating the settlement of trades involving the assets held in that account.

7.12 AJ Bell will pay to your Customer Account all of the Trail Commission and the Platform Rebates that it receives in respect of Unit Holdings either as cash or a unit rebate in accordance with the FCA Rules.

**Money / Investments Overseas**

7.13 Your money and investments may be held outside the United Kingdom (where permitted to do so). Different laws and regulations apply in such jurisdictions, which means that your rights will be different, for example on the default of a bank, nominee or a custodian.

7.14 Where investments are held in overseas jurisdictions, it may not be possible under national law for them to be

separately identifiable from proprietary investments of the custodian which could increase the level of your risk.

- 7.15 AJ Bell may use any intermediate brokers and agents, including using intermediate brokers and agents outside the United Kingdom to execute Orders and pass money and investments held for your account to such broker or agent. In the case of intermediate brokers and agents outside the United Kingdom, the legal and regulatory regime applying to such intermediate broker or agent may be different from that of the United Kingdom and, in the event of a default of such intermediate broker or agent, such money or investments may be treated differently from the position which would apply if the money or investments were held by an intermediate broker or agent in the United Kingdom.

#### **Method of payment and interest**

- 7.16 Monies paid in by BACS, FPS, CHAPS or any other electronic method may be treated as cleared monies forthwith. Monies paid in by cheque will only be available for investment once they have cleared.
- 7.17 AJ Bell shall be entitled to charge interest at 2% above the Bank of England base rate from time to time in relation to any Customer Account with a negative Tradable Cash balance.

### **8. PAYMENTS DUE TO US**

- 8.1 Whenever any payment of commission, fees or charges is due to us under the terms of this agreement (each a **Client Payment**), AJ Bell shall (subject to there being Withdrawable Cash in the relevant cash ledger of your Customer Account) transfer the amount due to us from your Customer Account calculated at the rates notified by us to AJ Bell from time to time. We shall be responsible for ensuring that there is Withdrawable Cash in your relevant Customer Account to make each Client Payment and for advising AJ Bell of the amount and due date for payment of a Client Payment (other than commission). We shall also be responsible for ensuring that the amount of each Client Payment is correct and that any Client Payments we request

AJ Bell to deduct are properly disclosed to you. AJ Bell shall be entitled to assume that the amount and due date we advise AJ Bell in respect of each Client Payment are correct and that we have made the requisite disclosure to you.

- 8.2 For the purpose of this clause 8, Withdrawable Cash in relation to a Client Payment payable from:

8.2.1 cash deposit ledgers do not include monies due from unsettled Sell Orders and are net of any sum then due to AJ Bell;

8.2.2 income ledgers only include cleared monies.

### **9. SECURITY AND DEFAULT**

- 9.1 You undertake to AJ Bell that either:

9.1.1 you will be the beneficial owner (which means that you have not sold, mortgaged, (except as permitted by the Individual Savings Account Regulations 1998 (as have subsequently been, and shall be, amended from time to time)) used as security for a loan or otherwise dealt with) of all money, investments or other assets of any nature that are transferred to or held by AJ Bell, the AJ Bell Nominee, other nominees, custodians and third parties (**Custodians**) for your account; or

9.1.2 the assets referred to in 9.1.1 above will be transferred to or held by the Custodians with the legal and beneficial owner's unconditional consent and will be free of such owner's interest or, in the case of a trust, the beneficial owner's interest or that of any other person entitled and, in any event, will be transferred to or held by the Custodians free and clear of any lien, charge or other encumbrance and that you will not deal with them other than in accordance with these Terms without AJ Bell's prior consent.

9.2 If AJ Bell does not receive cash or investments from you when due or you fail to settle any transaction on the due date (or if AJ Bell reasonably considers that you have not or are unlikely to perform your obligations under these Terms), AJ Bell may, following reasonable notice to us to allow you to

- meet your obligations and without prejudice to any other rights AJ Bell may have, enter into an offsetting transaction or do anything else which would or could have the effect of reducing or eliminating any liability under any transaction, position or commitment undertaken for you (providing at all times AJ Bell acts in accordance with its obligations under FCA best execution rules), including:
- 9.2.1 settling the Trade for you, although they shall be under no obligation to do so. If AJ Bell settles the Trade, we have agreed to forthwith pay or transfer to AJ Bell within the timescale specified by AJ Bell, sufficient money or, as the case may be, investments to reimburse AJ Bell for any shortfall.
- 9.2.2 purchasing investments after the contracted settlement date to ensure settlement of the transaction in accordance with orderly market or exchange practice. If AJ Bell does so and the cost of purchasing the investments is greater than the amount received by AJ Bell on the settlement of the Sell Order, you shall, instead of delivering such investments to AJ Bell pay to AJ Bell an amount equal to the difference (together with any charges or other fees or expenses due to AJ Bell) but only if you or we were responsible for there being insufficient investments. In any event, AJ Bell may debit the amount received on the settlement of the Order from your account and apply such amount against the purchase or other costs or charges incurred. Any expenses AJ Bell has incurred in settling the Order prior to effecting such market purchase shall continue to be payable by you, or, in default, us, to AJ Bell;
- 9.2.3 selling or otherwise disposing of any of your investments and applying the proceeds (net of costs) in discharging or reducing your outstanding obligations; and
- 9.2.4 applying your cash in discharging or reducing your outstanding obligations.
- 9.3 Where for whatever reason you or we have failed to pay cash or deliver securities or meet any other contractual obligations in respect of any transactions from your account, then:
- 9.3.1 until such time as you or we (as appropriate) have fully discharged the relevant obligations:
- 9.3.2 neither you nor any other person shall be entitled to receive any investments or cash AJ Bell (or its Custodian) has received for your account; and
- 9.3.3 neither you nor any other person shall have any right, title or interest (including any charge, pledge, lien or other security interest) in or to such investments or cash AJ Bell (or its Custodian) has received for your account.
- 9.3.4 upon AJ Bell exercising its rights under clause 9.2 above, AJ Bell shall cease to be required to account to you for any investment or cash it (or its Custodian) has received under the relevant settlement. Other than as provided in these Terms, any provision that purports to create any charge, pledge, lien or other security interest in or to investments or cash received by AJ Bell (or its Custodian) shall be dis-applied and be of no effect in relation to any such investments or cash. If the proceeds of such cash or investments are insufficient to cover the whole of your liabilities you will remain liable to AJ Bell for the balance.
- 9.4 AJ Bell's rights contained in this clause 9 are created by way of reservation by AJ Bell under its right, title and interest in and to investments and cash received by it (or its Custodian) as being for your account and not by way of grant by you or any person; and accordingly, nothing in this clause 9 is intended to, or shall, create any charge, pledge, lien or other security interest by you or any other person in favour of AJ Bell in or to any such investments or cash. However the rights reserved to AJ Bell by this clause are cumulative with AJ Bell's rights to assert any general lien or set-off against investments, cash or other assets (including documents of a title) held by or to the order of AJ Bell for you as a continuing security for (a) all sums that become due from you or from us (so far as they relate to any transaction for your account) to AJ Bell; and (b) the

- performance of any other obligation owed by you or by us (in so far as it relates to any transaction for your account) to AJ Bell.
- 9.5 If you breach any of the provisions of these Terms or any Stock Exchange Rule or FCA Rule or become subject to an Insolvency Event or if AJ Bell reasonably considers that you have not performed or are unlikely to perform your obligations under these Terms or may otherwise jeopardise the position of AJ Bell in any respect, AJ Bell may, at that time or at any time thereafter, without prejudice to any other right or remedy available to it, with or without notice to us or you, suspend the provision of the Services in relation to your Customer Account(s).
- 9.6 For the purpose of clause 9.5 the actions contemplated by that clause shall be deemed to have occurred immediately before the occurrence of the Insolvency Event.
- 10. CORPORATE ACTION EVENTS**
- 10.1 AJ Bell will notify us of a Corporate Action Event notified to it by a company or third party custodian as soon as is reasonably practicable after AJ Bell receives notification of it from the company or third party custodian and request our instructions within a specified period. If we fail to provide instructions within the period stipulated, AJ Bell will apply the default option of the company to which the Corporate Action Event relates, save in relation to compulsory takeovers, which AJ Bell will always accept.
- 10.2 AJ Bell will notify us of Corporate Action Events via the software that AJ Bell makes available to us (**System**). We shall be solely responsible for monitoring the System for receipt and retention of such notifications. Note that we will not inform you of Corporate Action Events. Except as is provided in clause 10.6, AJ Bell will take up or participate in such events as instructed by us provided that such instructions are received within such time period as AJ Bell may specify and time shall be of the essence in this regard. AJ Bell shall not be liable for and we and you shall indemnify and keep indemnified AJ Bell against any Loss suffered by us or you as a result of our failure or delay in providing instructions within the time period specified by AJ Bell.
- 10.3 AJ Bell will be responsible for any Loss suffered by you as a result of the failure of AJ Bell to notify us (either via the System or otherwise) of a Corporate Action Event as soon as is reasonably practicable after AJ Bell receives notification of it from the company or third party custodian.
- 10.4 All entitlements relating to investments held in pooled accounts will be allocated as far as is possible on a pro-rata basis, however, AJ Bell may if this is not possible adjust the allocation of entitlements in such a way as appears to AJ Bell to achieve a fair treatment for all participants in the pool.
- 10.5 AJ Bell shall on request provide us with the requisite documentation and/or information to enable you to exercise your right to:
- 10.5.1 vote on company resolutions; and
- 10.5.2 attend at company meetings.
- 10.6 AJ Bell shall not:
- 10.6.1 process dividend reinvestment plans;
- 10.6.2 provide company reports and accounts;
- 10.6.3 pass on shareholder perks or forward correspondence from shareholder groups;
- 10.6.4 pay and will be entitled to retain cash fractions received as a result of a Corporate Action Event;
- 10.6.5 become involved in any shareholder interest groups.
- 10.7 If the Corporate Action Event entails the payment of cash from your Customer Account (by way of example (but without limitation) a rights issue), it is our responsibility not that of AJ Bell to ensure that there is sufficient Withdrawable Cash in your relevant Customer Account to satisfy the payment when it falls due.
- 10.8 Except as set out in clause 10.9, AJ Bell will be responsible for receiving and claiming dividends and interest

- payments to be credited to your Customer Account and shall apply them to your Customer Account as soon as is practicable (being not more than 10 Business Days) following receipt and (save as otherwise instructed and agreed where the relevant cash ledger in the Customer Account is in the same currency) AJ Bell shall carry out a foreign exchange transaction in relation to any dividend or interest paid otherwise than in GB pounds. Notwithstanding the date that dividends are credited to your Customer Account, AJ Bell will pay interest from the date the dividend was due to be paid into your Customer Account. All dividends and interest credited to your Customer Account or paid to you will be net of any withholding tax and other deductions required to be made by AJ Bell and/or the payee in accordance with applicable Regulatory Requirements. AJ Bell will provide us with details of all such deductions required to be made by it and will pass on to us such information in relation to such deductions by others as it may receive. AJ Bell, the AJ Bell Nominee and any relevant custodian shall not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.
- 10.9 AJ Bell only provide a Withholding Tax Service on overseas investments in selected markets and does not provide a tax reclaims services on overseas investments. We are responsible for checking whether AJ Bell provides a Withholding Tax Service before we place an Order for an overseas investment.
- 10.10 Unless instructed otherwise and only if the relevant cash ledger in your relevant Customer Account is in GB pounds, AJ Bell shall carry out a foreign exchange transaction in relation to any Corporate Action Event payment received otherwise than in GB pounds.
- 10.11 If a Corporate Action Event is subject to restrictions on the type of investor who can participate, it is our responsibility to check that you are eligible. If you are not eligible to participate, the default option of the company to which the Corporate Action Event relates will apply.
- 10.12 As your investments are held in a pooled account, your entitlement under a Corporate Action Event may differ from what you would be entitled to receive if you held the investment directly in your own name.
- 11. LOSS AND INDEMNITY**
- 11.1 As AJ Bell endeavours to provide a high standard of service to you at a reasonable cost, AJ Bell limits its liability on the basis set out in these Terms. For the purposes of this clause 11, any reference to AJ Bell, includes its Associates and each of their respective directors, employees and other agents.
- 11.2 Nothing in these Terms will exclude or limit AJ Bell's liability to you for:
- 11.2.1 any breach of any duty or liability under the FCA Rules;
- 11.2.2 death or personal injury caused by AJ Bell's negligence; or
- 11.2.3 fraud or fraudulent misrepresentation.
- 11.3 You will be personally responsible for any Loss of any kind that AJ Bell suffers or incurs as a result of supplying you with the Services unless if, and to the extent that, the Loss is caused by AJ Bell.
- 11.4 Except as provided in clauses 11.2, AJ Bell will only be liable under these Terms for any Loss caused by its negligence, fraud or wilful default.
- 11.5 Except as provided in clauses 11.2, neither you nor AJ Bell shall, in any event, be liable for:
- 11.5.1 any loss that is not the natural result in the usual course of things of the event that gave rise to the claim and was not likely to arise from a special circumstance which AJ Bell knew of, or should have known of, when that event took place. For example, when we placed an Order; or
- 11.5.2 loss of income, profits, the ability to invest or disinvest or wasted expenditure; or
- 11.5.3 Loss arising from the insolvency, default, fraud, wilful default or negligence of any bank or third party custodian which holds your cash or investments; or

- 11.5.4 Loss arising from our or your insolvency, default, fraud, wilful default or negligence or other act or omission; or
- 11.5.5 loss of data; or
- 11.5.6 Loss arising from delays in processing payments made by direct debit or other electronic means; or
- 11.5.7 Loss arising from the unauthorised use of a password resulting from your or our negligence.
- 11.6 Subject to clause 11.2, in the event of a claim for market or trading loss (including in the case of adverse price movements, any claim for loss of the ability or delay in divestment, or in the case of favourable price movements, the loss of the opportunity to or delay in investment) AJ Bell's total liability to you, arising under or in connection with these Terms shall be limited to the greater of:
  - 11.6.1 £200 and the total amount of the charges you paid AJ Bell (directly or indirectly) under these Terms in the 12 months' period immediately preceding the occurrence of the event which gave rise to your claim; and
  - 11.6.2 interest on the principal amount in respect of which the loss falls due, to be calculated at 2% per year above the Bank of England base rate for the relevant period of time.
- 11.7 Save where caused by its negligence, wilful default, fraud or breach of any obligation owed to you by AJ Bell under the FCA rules, you must indemnify AJ Bell and each of its directors, employees and agents against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes incurred by AJ Bell in the course or as a consequence of the provision of the Services to you which are caused by any defect in title or any fraud or forgery in relation to any investments delivered to AJ Bell by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.
- 11.8 AJ Bell shall not be responsible or liable for any delay in performing, or failure to perform, any of its obligations under

these Terms if such delay or failure results from events, circumstances or causes beyond AJ Bell's reasonable control, including, our failure to give instructions, authority or information where the same has been properly sought or where the act or omission on AJ Bell's part arises due to an act or omission on our part, any breakdown, failure or malfunction of any telecommunications or computer systems (internally or externally), equipment or software (used by AJ Bell or us), or of any clearing system used in connection with the Services provided under the Agreement, cyber-attacks or other the malicious acts of any third party, the insolvency or default of any participant in such a clearing system or the failure by any settlement bank to make, receive or debit any payment) and, in such circumstances, all and any of AJ Bell's obligations shall be suspended pending resolution of the event or state of affairs in question.

- 11.9 AJ Bell shall have no liability whatsoever to you for any Loss or liability or loss of profit or gain incurred or suffered by you in consequence of any exercise by AJ Bell of any right or remedy under these Terms and any purchase, sale, transaction or other action may be undertaken by AJ Bell at such price and on such terms as AJ Bell shall, in its absolute discretion, determine providing at all times AJ Bell acts in accordance with its obligations under FCA best execution rules. The resultant money balance due to or from AJ Bell will be immediately due and payable.

11.10 The provisions of this clause 11 shall continue to apply notwithstanding the fact that AJ Bell ceases to provide the Services.

## 12. CHARGES

- 12.1 The fees, charges or taxes payable by you in relation to the Services provided by AJ Bell are as set out in your engagement letter with us and in any fee changes communicated to you. AJ Bell is entitled to pay such charges out of assets and money held for you or may require you to pay them directly. You may be liable

- for other taxes or charges that are not imposed by AJ Bell or payable via AJ Bell.
- 12.2 AJ Bell may vary its charges for any of the valid reasons set out in clause 23, 'Right for AJ Bell to Amend These Terms'.
- 12.3 AJ Bell and its Associates shall be entitled to:
- 12.3.1 receive and retain the difference between the interest paid to AJ Bell and its Associates by a bank on the aggregate amount of the cash held by AJ Bell and its Associates with the bank and the interest AJ Bell pays to you; and
- 12.3.2 levy a charge for carrying out a foreign exchange trade if AJ Bell has to execute an Order or receives a dividend or payment in relation to any Corporate Action Event in a currency other than GB pounds, to convert the trade consideration, dividend or payment into GB pounds, details of which are available on request.
- 12.4 All of AJ Bell's stated fees and charges are exclusive of value added tax.

### **13. PAYMENT AND RELATED RIGHTS**

- 13.1 Any indebtedness, liability, obligation or any sum owed by you to AJ Bell shall be enforceable by AJ Bell against us as your agent.
- 13.2 Where the exercise of any of AJ Bell's rights requires the conversion of one currency to another, such conversion shall be carried out at the prevailing market rates available to AJ Bell at that time.
- 13.3 Until you or, as the case may be, we have paid or discharged in full all monies and liabilities owed to AJ Bell in relation to your account, any monies from time to time outstanding to the credit of your Customer Account with AJ Bell up to the value of the outstanding amount shall not be due and payable (to the extent it would otherwise be due and payable in accordance with these Terms). You acknowledge and accept that in exercising any right or remedy pursuant to these Terms AJ Bell may be acting on its own behalf rather than executing your orders but, if it is reasonably practicable to obtain our instructions within a reasonable period, AJ Bell will seek our instructions in respect of any choice made in selecting the investments sold and must at all times act in accordance with its obligations under FCA best execution rules.
- 13.4 Your failure to comply with your payment, delivery or other obligations to AJ Bell on time will be a breach of these Terms.
- ### **14. CONFLICTS OF INTEREST**
- AJ Bell has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to look after the interests of their clients, treat them fairly and manage conflicts of interest fairly. Further details are available from us on request.
- ### **15. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION**
- 15.1 AJ Bell may use your personal information to provide the Services and administer your account but will only do so for that purpose.
- 15.2 AJ Bell will otherwise only disclose your personal information to third parties where required by Regulatory Requirements or by a Regulatory Authority.
- 15.3 AJ Bell will hold your information and data within the European Economic Area (**EEA**) except where AJ Bell is required to send this to countries outside the EEA, including the United States of America to fulfil its regulatory or tax reporting obligations. To the extent that AJ Bell is required to send your information to countries outside the EEA to fulfil its regulatory or tax reporting obligations you consent to it doing so. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK. However, AJ Bell will always take steps to ensure that your information is used by third parties in accordance with its data protection policy from time to time.
- 15.4 Subject to some exemptions and in some cases depended on how the data has been processed, you have a number of legal rights in relation to your personal information which AJ Bell holds. These include:

- 15.4.1 the right to access that personal information;
- 15.4.2 the right to rectify/erase that personal information;
- 15.4.3 the right to restrict the processing of your personal information by AJ Bell;
- 15.4.4 the right to transfer that personal information;
- 15.4.5 the right to object to the processing of personal information by AJ Bell;
- 15.4.6 the right to object to how AJ Bell uses your personal information for direct marketing purposes;
- 15.4.7 the right to obtain a copy of personal information safeguards used by AJ Bell for transfers outside your jurisdiction;
- 15.4.8 the right to lodge a complaint with the Information Commissioner's Office.
- 15.5 AJ Bell may ask you for additional information to confirm your identity and for security purposes, before disclosing the personal information requested to you. AJ Bell reserves the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive.
- 15.6 To verify your identity for money laundering purposes and in connection with the provision of the Services generally AJ Bell may disclose your personal information to licensed credit reference agencies and/or fraud prevention agencies to help AJ Bell make decisions on an ongoing basis, as and when they deem it necessary in order to comply with their regulatory obligations. The credit reference agencies may record the fact that a search has been made and share the fact of the search and the results (including the information that AJ Bell provides about you) with other organisations.
- 15.7 You can exercise your rights, or request details of the credit reference and fraud prevention agencies from whom AJ Bell obtains and with whom AJ Bell records information about you, by contacting AJ Bell. See clause 19.2 for contact information.
- 15.8 AJ Bell's privacy policy (as amended and updated from time to time) can be found

at <https://www.youinvest.co.uk/privacy-policy>.

## **16. YOUR RIGHT TO CANCEL**

- 16.1 If you entered into this agreement exclusively by means of distance communication, e.g. phone, internet or e-mail, you have a right to cancel this agreement (including these Terms but not any investment transactions carried out before cancellation) within 14 days of the date on which you entered into it.
- 16.2 You need not give any reason for cancellation and your right to cancel applies even if you have already received Services from AJ Bell before the cancellation period expires.
- 16.3 If you cancel this agreement your contract with AJ Bell will also automatically be cancelled, any cash held will be returned to you and any investments can either be sold or transferred into your name or to another service provider in each case in accordance with the instructions that we give AJ Bell on your behalf. If investments are sold, you may receive more or less back than the amount you originally invested as a result of market price movements and associated charges. Where you receive less back you are solely responsible for any loss. AJ Bell will be entitled to exercise its rights under clause 13 in relation to any sums you owe AJ Bell.
- 16.4 If you exercise your cancellation rights under this clause 16 you will be responsible for all costs associated with any investment transactions carried out before cancellation (including dealing commission) and other charges for Services provided.
- 16.5 If you do not exercise the right of cancellation within the timescales stated in clause 16.1, your agreement with AJ Bell will continue in effect until either you or AJ Bell terminate it by giving notice in accordance with clause 17, or by AJ Bell exercising any of its other rights to terminate under these Terms. There is no minimum or fixed term for the provision of the Services.

## **17. TERMINATION**

- 17.1 In the event you no longer wish for us or AJ Bell to provide you with the Services, you may terminate these Terms (but not any investment transactions already started) at any time on giving us 14 days prior written notice.
- 17.2 AJ Bell may immediately terminate the provision of the Services to you at any time on giving us 14 days prior written notice without any liability to you for any Loss or otherwise.
- 17.3 The provision of the Services will automatically terminate if these Terms are terminated for any reason.

## **18. EFFECT OF TERMINATION**

- 18.1 The termination of these Terms for any reason shall not affect any of your, our or AJ Bell's accrued rights or liabilities, nor any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination, including without limitation clauses 1 to 4, 8, 9, 11 to 13, 15, 18 to 20, 24 and 25.
- 18.2 Upon the termination of these Terms (or any later date that is agreed between us and AJ Bell) AJ Bell will:
- 18.2.1 cease to provide the Services;
- 18.2.2 transfer your assets in accordance with any instructions received from us prior to cessation of the provision of the Services.
- 18.3 Except as expressly provided otherwise in these Terms, neither you, us nor AJ Bell shall have any further obligation under these Terms after termination.

## **19. NOTICES**

AJ Bell will send all written notices or communication in relation to the Services or these Terms that it is required to give to you directly by post to the most recent postal address or by email to the most recent email address held in its or our records for you. AJ Bell may validly give you notice under this clause 19.1 by procuring that we send the notice or communication to you.

Any written notices or communication in relation to the Services that you wish to give to AJ Bell should be sent to AJ Bell by

post to AJ Bell Securities Limited, Client Relationship Management Team, 4 Exchange Quay, Salford Quays, Manchester M5 3EE.

## **20. INVALIDITY**

If any provision of these Terms is held by any court or Regulatory Body to be void or unenforceable in whole or part this shall not affect or impair the legality, validity or enforceability of any other provision of these Terms and AJ Bell shall in good faith amend these Terms to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with FCA Rules.

## **21. COMPLAINTS**

If you wish to complain about the Services, please contact the Compliance Officer at AJ Bell Securities Limited, 4 Exchange Quay, Salford Quays, Manchester M5 3EE. If your complaint is not resolved to your satisfaction, you will have the right to refer it to the Financial Ombudsman Service, whose address is Exchange Tower, London, E14 9SR. Further information can be found on the Ombudsman's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **22. INVESTOR COMPENSATION**

Assets held by AJ Bell (or its Associates) are protected under the Financial Services Compensation Scheme (FSCS). The FSCS operates three separate schemes for deposits, investment business and contracts of insurance. Maximum limits for compensation apply in the event of a failure of an FCA authorised firm, these limits are currently as follows:

- Deposits: 100% of the first £85,000 for claims from 30 January 2017
- Investments: 100% of the first £85,000 for claims on or after 1 April 2019
- Long-term insurance (e.g. insured pension plans and life assurance): 90% of the claim with no upper limit on the value claimed.

There are qualifying conditions under which the FSCS can make compensation payments, these are:

- There must be a relevant person in default. This means an FCA authorised firm or an appointed representative who is unable, in the opinion of the FSCS or FCA, to satisfy a claim against it.
- There must be an eligible claimant. The FSCS essentially covers individuals (and some small companies).
- There must be a protected claim. A valid claim under a civil liability owed by the firm to the claimant.

Further information on the FSCS is available on its website [www.fscs.org.uk](http://www.fscs.org.uk)

### **23. RIGHT OF AJ BELL TO AMEND THESE TERMS**

- 23.1 Subject to clauses 23.2 and 23.3, AJ Bell has the right to alter these Terms at any time on giving you a minimum of 30 days' notice with earlier notice being given to you, if possible. However, AJ Bell does reserve the right in extreme circumstances to vary these Terms with shorter notice, including a change to an existing, or implementation of a new Regulatory Requirement which AJ Bell has to action immediately.
- 23.2 AJ Bell will only alter these Terms for a valid reason. The typical valid reasons for altering these Terms include:
- 23.2.1 changes in Regulatory Requirements; or
- 23.2.2 changes in the way AJ Bell operates your Customer Account; or
- 23.2.3 changes in the way AJ Bell operates the Services; or
- 23.2.4 changes in the operation of the markets, investment dealing or administration; or
- 23.2.5 to avoid cross-subsidy between customer accounts e.g. where the provision of certain services is being charged on an uneconomic basis; or
- 23.2.6 changes in ownership of AJ Bell's business or how it operates; or

- 23.2.7 changes in the operation of the Internet; or
- 23.2.8 to remedy obvious errors; or
- 23.2.9 to make these Terms clearer or easier to understand; or
- 23.2.10 changes in the banking arrangements that apply to your Customer Account.
- 23.3 If AJ Bell reasonably considers that an alteration to these Terms is not to your disadvantage, AJ Bell will not be required to give you any prior notice before making the change, but will tell us or you about it (or procure that we do so), within 30 days of it having been made.

### **24. GENERAL**

- 24.1 AJ Bell's obligations to you shall be limited to those set out in these Terms.
- 24.2 These Terms are intended to be binding upon and enforceable by AJ Bell but otherwise they will not be enforceable by any third party.
- 24.3 Any failure by AJ Bell (whether continued or not) to insist upon strict compliance with any of these Terms shall not constitute nor be deemed to constitute a waiver by AJ Bell of any of its rights or remedies.
- 24.4 These Terms will only be supplied to you in the English language and you agree that all communications we send you relating to these Terms will be in the English language.
- 24.5 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by English law and you agree to submit to the non-exclusive jurisdiction of the courts of England. However, if you are a resident of Scotland or Northern Ireland you may also bring proceedings in Scotland or Northern Ireland (as the case may be).

## 25. DEFINITIONS

25.1 In these Terms, the following expressions shall have the following meanings unless the context otherwise requires:

AJ Bell Nominee	Lawshare Nominees Limited (registered number 02777448) or such other nominee company as AJ Bell appoints
AMC	the annual management charge applied annually by the manager of a Collective Investment in relation to the costs incurred in the management of the Collective Investment representing a percentage of the value the Collective Investment
Associate	any subsidiary or holding company of AJ Bell, or any direct or indirect subsidiary of AJ Bell's holding company
Bank	an institution with which the FCA Rules permit your cash to be deposited and which is an Approved Bank (as defined in the FCA Handbook)
Business Day	a day other than Saturday or Sunday or a public or bank holiday in England
Client Money	any of your cash which is held in your Customer Account, all of which is subject to the protections afforded by the FCA's client money rules and guidance
Collective Investment	a unit trust scheme, open ended investment company or recognised scheme (as these expressions are respectively defined in the FCA Rules)
Corporate Action Events	any events concerning investments held in custody including rights issues, take-over offers, capital reorganisations, and conversion or subscription rights
Customer Account	an account maintained by AJ Bell in relation to you containing a ledger for cash records and portfolio records for stocks
Customer Output	statements, contract notes and any reports AJ Bell agrees to provide
Customer Web	the view-only website displaying the Tideway brand and/or logo made available by AJ Bell to us via which you may access records relating to your investments
Data Services	the provision of market pricing and valuation data
FCA	the Financial Conduct Authority or any subsequent Regulatory Body that may replace it
FCA Handbook	the FCA handbook of rules and guidance, as amended and updated from time to time, which is available on the FCA website at <a href="https://www.handbook.fca.org.uk/handbook">https://www.handbook.fca.org.uk/handbook</a>
FCA Rules	the rules of the FCA as set out in the FCA Handbook, subject to any related FCA waiver or modification as may apply from time to time
Forward Priced Investment	a Collective Investment or any other type of investment which is priced at a price <u>made available to AJ Bell in the future by the investment provider</u> based on the next valuation point
Insolvency Event	any of the following events: a) <b>if you are a company or limited liability partnership and you:</b>

	<ul style="list-style-type: none"> <li>i. summon a meeting of your creditors;</li> <li>ii. make a proposal for a voluntary arrangement;</li> <li>iii. become subject to any voluntary arrangement;</li> <li>iv. are unable to pay your debts within the meaning of section 123 Insolvency Act 1986;</li> <li>v. have a receiver, manager, administrator or administrative receiver appointed over any of your assets, undertaking or income;</li> <li>vi. pass a resolution for your winding-up or are subject to a petition presented to any Court for your winding-up (but in each case save for the purpose of a voluntary reconstruction or amalgamation);</li> <li>vii. are subject to a petition presented to any Court for your administration;</li> <li>viii. have a provisional liquidator appointed;</li> <li>ix. have a proposal made for a scheme of arrangement under section 896 Companies Act 2006 or the Limited Liability Partnerships Regulations 2009; or</li> <li>x. are the subject of a notice to strike off the register at Companies House or to an administration order;</li> </ul> <p>b) if you are an individual, partnership or firm, and you:</p> <ul style="list-style-type: none"> <li>i. enter into any composition or arrangement with your creditors;</li> <li>ii. have a bankruptcy order made against you;</li> <li>iii. are made subject to an application for an interim order under section 253 Insolvency Act 1986 or an order under section 273 Insolvency Act 1986;</li> <li>iv. have a petition presented for an administration order under Part III Insolvent Partnerships Order 1994 (“the Order”), have a petition presented for winding up as an unregistered company under Parts IV or V of the Order;</li> <li>v. have an interim receiver of your property appointed under section 286 Insolvency Act 1986;</li> <li>vi. are unable to pay your debts within the meaning of sections 267 and 268 Insolvency Act 1986;</li> <li>vii. have a receiver or manager appointed over any of your assets;</li> <li>viii. have a receiver appointed under the Mental Health Act 1983;</li> <li>ix. dies or by reason of any illness (including mental disorder or infirmity), accident or injury or any other cause whatsoever becomes unable for a consecutive period of six months or for an aggregate period of 6 (six) months in any one consecutive period of 12 (twelve) months to comply your obligations under these Terms.</li> </ul>
Investcentre SIPP	the self-invested person pension administration service which the AJ Bell group makes available to customers under the “AJ Bell Investcentre” brand name

Loss	losses, damages, liabilities, costs (including legal and professional costs), fines, payments, claims, actions, proceedings and expenses
Limit Order	an Order to buy or sell at a specified price or better
Order	an order to buy or sell investments pursuant to these Terms and “Buy Order” and “Sell Order” shall be construed accordingly
Platform Rebate	a rebate payable to AJ Bell by a product provider which represents a share of the AMC
Pre-paid Investment	a Forward Priced Investment which is subject to a pre-funding requirement imposed by the investment provider for which you place an Order to invest a specific cash amount and in relation to which we do not receive confirmation of the price from the investment provider until we receive the contract note from the investment provider after the Order has been executed by the investment provider (e.g. a structured product)
Product	Self-invested personal pension, individual savings account, junior individual savings account or dealing account or such other portfolio account as AJ Bell in its absolute discretion shall offer
Regulatory Body	any national or local agency, authority, department, inspectorate, minister, ministry official, parliament or public or statutory person (whether autonomous or not) of any government or professional body having jurisdiction over either any of the activities contemplated by these Terms or AJ Bell
Regulatory Requirements	statutory and other rules, laws, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, Principles, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body
Stock Exchange	the London Stock Exchange or any other exchange market or execution venue (including (without limitation) a Multilateral Trading Facility as that expression is defined in the FCA Rules)
Stock Exchange Rules	the rules, regulations, guidance, customs and practices of any Stock Exchange
Tradable Cash	cleared monies plus monies due from unsettled Sell Trades less monies due for unsettled Buy Trades and monies earmarked for Limit Orders and pending Buy Orders
Trade	an executed Order and “Sell Trade” and “Buy Trade” shall be construed accordingly
Trail Commission	commission payable to AJ Bell by the provider of a Product representing a share of the AMC
Unit Holdings	the rights or interests (however described) of the participants in a Collective Investment
Withdrawable Cash	cleared monies less monies due for unsettled Buy Trades, monies earmarked for Limit Orders and pending Buy Orders and any sums due to AJ Bell
Withholding Tax Service	the withholding or deduction of tax and any other levies from an item of income and payment of that tax to the relevant tax authority

# SCHEDULE 2: SUPPLEMENTAL ISA OR JUNIOR ISA TERMS & CONDITIONS

These are the Terms and Conditions for the Tideway Stocks and Shares ISA (the **ISA**) and the Tideway Stocks and Shares Junior ISA (the **Junior ISA**). AJ Bell Securities Limited is the HMRC approved ISA Manager (ISA number Z1688) and is authorised and regulated by the Financial Conduct Authority (FRN: 155593). Its registered address is 4 Exchange Quay, Salford Quays, Manchester M5 3EE.

The agreement in relation to your ISA or Junior ISA between you and AJ Bell Securities Limited comprises these Terms and Conditions, your application and your declarations. Collectively, these govern the operation of the ISA and the Junior ISA.

## Definitions

Within these Supplemental ISA and Junior ISA Terms and Conditions, the following definitions shall apply:

- **“AJ Bell”** means AJ Bell Securities Limited a company registered in England and Wales under company number 2723420
- **“child”** means a child (aged under 18) who: was either born on or after 3 January 2011 or is not eligible for a Child Trust Fund; who at the time of the application for a Junior ISA is resident and ordinarily resident in the UK or otherwise eligible under the ISA Regulations; on behalf of whom an application for a Junior ISA is made; and in whose name the Junior ISA will be held
- **“current tax year”** means **the tax year in which a transfer to or from the ISA or Junior ISA takes place**
- **“current year subscriptions”** means (in relation to a transfer into the ISA or Junior ISA) subscriptions made prior to the transfer in the current tax year to another ISA or Junior ISA and (in relation to a transfer from the ISA or the Junior ISA) subscriptions made prior to the transfer in the current tax year to the ISA or the Junior ISA or to another ISA or Junior ISA but transferred to the ISA or the Junior ISA prior to the transfer
- **“ISA Regulations”** means the Individual Savings Account Regulations 1998 (as have subsequently been, and shall be, amended from time to time)
- **“previous tax year”** means **any tax year prior to the tax year in which a transfer to or from the ISA or Junior ISA takes place**
- **“previous year subscriptions”** means (in relation to a transfer into the ISA or Junior ISA) subscriptions made to another ISA or Junior ISA in previous tax years and (in relation to a transfer from the ISA or the Junior ISA) subscriptions made to the ISA or Junior ISA in any tax year prior to the tax year in which the transfer from the ISA or Junior ISA takes place
- **“registered contact”** means a person, over the age of 16 with parental responsibility for the child, or (subject to the child being over the age of 16 and AJ Bell accepting them as registered contact) the child and who in each case, is responsible for providing instructions to AJ Bell
- **“subscriptions”** means payments in relation to transfers into and out of the ISA or the Junior ISA (including investments and other proceeds (including income) representing those subscriptions)
- **“tax year”** means 6 April to the following 5 April
- **“Tideway”** means Tideway investment Partners LLP a limited liability partnership registered in England and Wales under registration number OC343430
- **“you”, “your” or “yourself”** means the person AJ Bell has accepted as a client, or in the case of the Junior ISA, the registered contact (on behalf of the child) and/or (as appropriate) the child

You appoint AJ Bell as the ISA manager for the ISA and the Junior ISA. AJ Bell will manage the ISA and the Junior ISA in accordance with the agreement, the FCA Rules and the ISA Regulations. You authorise AJ Bell to exercise the obligations and powers of an ISA manager under the ISA

Regulations on your behalf and to comply with any other regulatory requirement in relation to the ISA and the Junior ISA.

If there is a conflict between these Supplemental ISA and Junior ISA Terms & Conditions and the ISA Regulations, the ISA Regulations shall prevail.

#### **Applying for an ISA or Junior ISA**

AJ Bell accepts applications from individuals aged 18 or over (and in relation to the Junior ISA with parental responsibility for the child). The applicant and (in relation to the Junior ISA) the child must be resident and ordinarily resident in the UK. The applicant for the Junior ISA agrees to be the first registered contact. AJ Bell reserves the right to ask for proof of parental responsibility.

If you cease to be resident and ordinarily resident in the UK, you must inform AJ Bell or Tideway immediately. **Subscriptions to the ISA** will not be permitted whilst you are not resident and ordinarily resident in the UK but AJ Bell will keep **the ISA** open. If the child ceases to be resident and ordinarily resident in the UK, subscriptions can continue to be made to the Junior ISA.

AJ Bell will only take instructions in relation to the Junior ISA from, and communicate with, a registered contact but will cease to do so if AJ Bell becomes aware that the registered contact no longer has parental responsibility.

You are only permitted one (continuous) ISA with AJ Bell. You cannot apply for, and subscriptions cannot be made to, a Junior ISA if a Stocks and Shares Junior ISA is already held for the child.

#### **Change of registered contact status (Junior ISA only)**

**AJ Bell will accept an application for a change of registered contact subject to the following conditions:**

- the applicant satisfies relevant regulatory requirements;
- AJ Bell has no reason to believe that the applicant has provided untrue information; and
- AJ Bell receives the consent of the existing registered contact.

**AJ Bell will accept an application for a change of registered contact without the consent of the existing registered contact if:**

- the applicant is the child and is over the age of 16 and **satisfies relevant regulatory requirements** (but AJ Bell reserves the right

to advise the existing registered contact of the application);

- the existing registered contact is dead or incapacitated;
- the existing registered contact cannot be contacted;
- the existing registered contact has ceased for whatever reason to have parental responsibility;
- the applicant is the adopter or has been appointed the guardian or special guardian of the child who holds a Junior ISA; or
- AJ Bell has to comply with a court order.

AJ Bell may decline an application for a change of registered contact at its discretion.

**When the child reaches age 18, the Junior ISA will automatically convert into an ISA in the name of that individual, subject to that individual providing such information as is required by the ISA Regulations. AJ Bell will not accept any further subscriptions until AJ Bell has received that information.**

AJ Bell will categorise **you** (and in relation to the Junior ISA, the child also) as a retail customer for the purposes of the FCA rules. This categorisation provides the highest level of protection.

#### **Subscriptions to your ISA or Junior ISA**

You can transfer cash and investments permitted by the ISA Regulations held by another ISA manager in a Cash ISA or Stocks and Shares ISA into the ISA. **You can transfer** current year subscriptions in whole only and/or previous year subscriptions in whole or in part.

**You can transfer cash and investments permitted by the ISA Regulations held by another Junior ISA manager in a Cash Junior ISA or Stocks and Shares Junior ISA into the Junior ISA. If transferring from a Stocks and Shares Junior ISA, you must transfer the whole Junior ISA. You can transfer** current year subscriptions from a Cash Junior ISA in whole only and/or previous year subscriptions **in whole or in part.**

You cannot subscribe to your ISA if you have already subscribed to any other Stocks and Shares ISA (other than a Stocks and Shares Junior ISA) in the same tax year, unless you are transferring that Stocks and Shares ISA to AJ Bell. You can only subscribe to the ISA from your own cash.

**Subscriptions to the Junior ISA cannot be made if a Stocks and Shares Junior ISA is already held for the child.**

If you transfer subscriptions from an ISA or a Junior ISA held with another ISA or Junior ISA manager to AJ Bell and the level of subscriptions made to that other ISA or Junior ISA when added to any subscriptions you have made into the ISA or the Junior ISA means that you will exceed the maximum subscription limit, AJ Bell will reject the transfer and inform your former ISA manager or Junior ISA manager accordingly.

You are responsible for ensuring that all subscriptions into the ISA or the Junior ISA are within allowable regulatory limits.

If instructed by HMRC, AJ Bell will return any over-subscription without your further authority.

**You must complete a new application if you fail to make a subscription to your ISA in a tax year and wish to make a further subscription.**

AJ Bell will only accept orders for investments permitted by the ISA Regulations.

**Transfers and withdrawals from the ISA or Junior ISA**

Should you wish to transfer or withdraw cash, investments or proceeds from your investments, you must instruct AJ Bell to do so and you must specify the amount of cash, the investments and/or the proceeds of the investments you wish to transfer or withdraw. On receipt of your instructions, AJ Bell will within 30 days of receipt of those instructions or (where dealings in the units and shares of certain collective investments have been suspended) within 7 days of the end of the suspension, or such longer period as you stipulate:

- transfer all or part of the subscriptions in the ISA or all or part of the ISA to another Stocks and Shares ISA Manager in an account in your name
- **transfer all or part of the subscriptions in the Junior ISA or all or part of the Junior ISA to another Cash Junior ISA Manager or transfer all of the Junior ISA to another Stocks and Shares Junior ISA Manager (in either case in an account in the child's name)**
- transfer to you all or part of the investments held in your ISA and/or the proceeds arising from those investments (including interest, dividends, rights or other proceeds).

The ISA Regulations only permit withdrawals from the Junior ISA before the child reaches age 18 in the event of the child's terminal illness or death or to pay charges.

The ISA (excluding the Junior ISA) is flexible. This means that you can withdraw money from your account and replace it without the replacement money counting towards your annual allowance, so long as you replace the money within the same tax year.

AJ Bell will manage the transfer or withdrawal in accordance with the ISA Regulations. The transfer of the ISA or the Junior ISA to another Stocks and Shares ISA Manager shall include the transfer of the rights and obligations of each party to it.

AJ Bell will provide Tideway with written details of the current market value as at the date of withdrawal of investments from the ISA or the Junior ISA.

If you request the transfer in full of your ISA to another ISA manager or your Junior ISA to another Junior ISA manager, the ISA or the Junior ISA will be closed and AJ Bell will not accept any further orders. If you request a transfer of all or part of the subscriptions in the ISA to another ISA manager or Junior ISA to another Junior ISA manager or withdrawal of all or part of the subscriptions in the ISA, AJ Bell will not accept any further orders in relation to the investments to be transferred from the date AJ Bell receives your request. Save as is provided otherwise, you may transfer out current year subscriptions in full only but previous year subscriptions can be transferred out in full or in part.

The **withdrawal** of cash or investments from **your ISA** or (subject to the ISA Regulations) your Junior ISA into **your** own name will mean that they are no longer held in a tax-advantaged environment.

**Your cash and investments**

You authorise AJ Bell:

- (i) to hold your cash subscription, ISA or Junior ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash, and
- (ii) to make on your behalf any claims to relief from tax in respect of ISA or Junior ISA investments.

All investments held in the ISA must remain in your beneficial ownership. All investments held in the

Junior ISA must be held in the beneficial ownership of the child.

Investments held in the ISA or Junior ISA must not be used as security for a loan, except as provided for in the ISA Regulations.

The title to your ISA or Junior ISA investments will be registered in the name of the AJ Bell nominee in a pooled account. Share certificates or other documents evidencing title to ISA or Junior ISA investments will be held by AJ Bell or as AJ Bell may direct.

If any investment in the ISA or the Junior ISA ceases to be permitted by the ISA Regulations, AJ Bell will notify Tideway detailing the options available. AJ Bell may need to sell the investment to comply with the ISA Regulations.

Any new investments arising from a corporate action must satisfy the qualifying requirements of the ISA Regulations, in default of which AJ Bell shall deal with them in accordance with the ISA Regulations.

**You** must make a separate request in each event if you want AJ Bell to arrange:

- for you to receive annual reports and accounts; and
- subject to any provisions made under any enactments, for you to attend shareholder meetings and participate in respect of voting or to receive any other information (other than annual reports and accounts) in relation to investments held in the ISA or the Junior ISA

AJ Bell will satisfy itself that any person to whom AJ Bell delegates its functions or responsibilities is competent to carry out those functions or responsibilities.

AJ Bell will (and **you** authorise AJ Bell to) deduct such charge as **HMRC** imposes from time to time on interest paid on cash in the ISA or the JISA.

#### **ISA cancellation rights**

You have a right to cancel the ISA or the Junior ISA within 30 days of the date on which your application is accepted. You do not have a right to cancel a transfer in.

You can exercise cancellation rights by writing to AJ Bell or Tideway

If you cancel the ISA or the Junior ISA, any cash held will be returned to you (and in relation to the Junior ISA regardless of whether the cash was paid by you) and any investments can either be sold or

transferred to your name or to another account held in your name. If investments are sold you will be responsible for all costs associated with dealing and you may receive more or less back than the amount you originally invested.

#### **ISA Repairs and Voiding**

AJ Bell will notify you if, through any failure to satisfy the ISA Regulations, the ISA is, or is to become, no longer exempt from tax by virtue of regulation 22(1) of the ISA Regulations. In these circumstances some or all of the investments will be removed from the ISA and transferred into your name.

In order to repair the ISA, AJ Bell may deduct cash from, and/or sell any of the investments in your account where HMRC imposes a tax or other charge, fine or penalty.

#### **Death**

All tax benefits associated with the ISA or the Junior ISA will cease in the event of your death and AJ Bell will close your account.

AJ Bell will hold your cash and investments in a client account until it can be paid to your executors or personal representatives. These Terms and Conditions will apply equally to them.

#### **Changes to the Terms and Conditions**

AJ Bell may vary these Terms and Conditions on giving you 30 days' notice but AJ Bell reserves the right in extreme circumstances, e.g. a change to an existing, or implementation of a new, regulatory requirement, which AJ Bell has to action immediately, to vary them without notice.

#### **General**

This agreement shall be deemed to have been made in England and shall be governed by and construed in all respects in accordance with the laws of England. The services are subject to legislation and regulation in the UK and are therefore primarily marketed and targeted at consumers in the UK.

Except for the rights expressly or implicitly afforded to our employees, agents and associates, no person shall have rights under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 but AJ Bell will not need the consent of any such person to vary these Terms and Conditions.

If any of the terms included in these Terms and Conditions is held by any competent authority to be unenforceable or invalid in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the term in question shall not be affected by such invalidity.