

# Terms and Conditions

Effective from 1 July 2009



0845 0700 720  
[www.selftrade.co.uk](http://www.selftrade.co.uk)

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# 1 General Terms and Conditions

## Section 1 Introduction

These Terms and Conditions will take effect as soon as you use our Dealing Services. Please read these carefully as they set out the basis upon which we will provide our Dealing Services to you. You should print, copy and keep them in a safe place. In addition, you should ensure that you have read the matters set out in the Important Information section of our website which can be viewed on [www.selftrade.co.uk](http://www.selftrade.co.uk). The matters set out in the Important Information section of our website also form part of these Terms and Conditions. Details of the website Important Information can be provided upon request. By registering with us and using our Dealing Services you agree to these Terms and Conditions and understand that they (together with the Application Form) form a legally binding agreement between you and us.

## Section 2 What the words and phrases in bold type mean

In these Terms and Conditions, the following words and phrases in bold type have the following special meanings explained below:

**Account** – Your Selftrade account which is subject to these Terms and Conditions and which is one of the following:

1. a dealing, joint dealing, company dealing or Investment Club dealing account (“dealing account”);
2. an ISA (“Selftrade ISA”);
3. a SIPP dealing account;
4. a Child Trust Fund (“CTF”) account;

**Application Form** – A completed Application Form and/or instruction and/or transfer/application/instruction relating to an Account;

**BACS** – Bankers Automated Clearing System;

**Business Day** – Any day, other than a Saturday, Sunday or English bank holiday, on which banks are open for business in London;

**Client Money Rules** – The FSA’s requirements relating to holding client assets and client money;

**Club Letter of Authorisation** – An agreement signed by the members of an Investment Club, which sets out dealing and other delegated authority;

**Complex Instrument** – Complex investments such as derivatives, options, futures and swaps;

**CREST** – The centralised system for settlement of securities for the United Kingdom and Ireland now called Euroclear UK & Ireland Limited;

**Dealing Period** – The period during which a deal can take place on the market on which we carry out that deal. Details of market opening hours can be found on our website;

**Dealing Services** – The Dealing Services provided by us which are described in these Terms and Conditions (including where appropriate the Dividend Reinvestment Service, the Fund Packages Investment Service and the Regular Investment Service);

**Dividend Reinvestment Service** – The dividend reinvestment service provided by us and described in Supplemental Terms and Conditions 2F;

**FSA** – The Financial Services Authority or any successor to it, whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS;

**FSA Rules** – The rules and guidance contained in the FSA handbook of rules and guidance from time to time;

**Fund Packages Investment Service** – The fund packages investment service provided by us and described in Supplemental Terms and Conditions 2D;

**General Terms and Conditions** – The terms and conditions set out in this Section of these Terms and Conditions;

**Investment Club** – A group of individuals who pool some of their money to make joint investments selected by the members of the group in accordance with the agreement governing it;

**Investments** – The investments which you may purchase, sell or subscribe for using our Dealing Services, details of which are set out in our website;

**LSE** – London Stock Exchange plc;

**Nominee** – LR Nominees Limited, Selftrade UK Nominees Limited and/or any other nominee company appointed by us from time to time;

**OEIC** – Open Ended Investment Company;

**PIN** – Personal Identification Number;

**PLUS** – PLUS Markets plc;

**Price List** – Our price list containing details of all our current fees and charges, which is on our website;

**ProShare** – The independent, not-for-profit organisation whose aim is to promote responsible share based investment;

**Registered Office** – The registered office of Talos Securities Limited trading as Selftrade, being Boatman’s House, 2 Selsdon Way, London, E14 9LA;

**Regular Investment Service** – The regular investment service provided by us which is described in Supplemental Terms and Conditions 2E;

**Retail Client** – As defined under FSA Rules, a customer who is not a professional client or an eligible counterparty;

**SMS** – Short Message System, a mechanism enabling text messages to be received and/or sent by mobile phone;

**Supplemental Terms and Conditions** – The terms and conditions set out in Sections 2A, 2B, 2C, 2D, 2E and 2F of the Terms and Conditions. In each of Sections 2A, 2B, 2C, 2D, 2E and 2F of the Terms and Conditions “Supplemental Terms and Conditions” means only the Terms and Conditions set out in that Section, unless otherwise stated;

**Terms and Conditions** – The General Terms and Conditions (including the matters set out in the Important Information section of our website), the Supplemental Terms and Conditions, the relevant Application Form and any other document referred to in any of them;

**we, us, our, Selftrade** – Selftrade which is a trading name of Talos Securities Limited; and

**you and your** – The individual or the holders of a joint account, or the Investment Club or a company who/which has/have opened a Selftrade Account.

## Section 3 Provision of Dealing Services

**3.1** We are authorised and regulated by the FSA and we are a member of the LSE and PLUS. Our registered office in the UK is Boatman’s House, 2 Selsdon Way, London, E14 9LA. Our telephone number is 0845 0700 720. Our website address is [www.selftrade.co.uk](http://www.selftrade.co.uk). We are entered on the FSA Register and our FSA registration number is 208271.

**3.2** The General Terms and Conditions apply to any dealing Account you have with us.

The General Terms and Conditions and the terms and conditions set out in Section 2A of the Terms and Conditions apply to any ISA you have with us.

The General Terms and Conditions and the terms and conditions set out in Section 2B of the Terms and Conditions apply to any Child Trust Fund Account you may have with us.

The General Terms and Conditions and the terms and conditions set out in Section 2C of the Terms and Conditions apply to any SIPP Dealing Account you may have with us.

The General Terms and Conditions and the terms and conditions set out in Section 2D of the Terms and Conditions apply to our Fund Packages Investment Service together with any other terms and conditions which apply to the Account for which you use the Fund Packages Investment Service.

The General Terms and Conditions and the terms and conditions set out in Section 2E of the Terms and Conditions apply to our Regular Investment Service together with any other terms and conditions which apply to the Account for which you use the Regular Investment Service.

The General Terms and Conditions and the terms and conditions set out in Section 2F of the Terms and Conditions apply to our Dividend Reinvestment Service together with any other terms and conditions which apply to the Account for which you use the Dividend Reinvestment Service.

### Your right to cancel

**3.3** You have the right to cancel your Account within 14 days after the day on which we accept your application to open the Account by sending us written notice in accordance with section 6.3 of these General Terms and Conditions.

If you cancel, we will in accordance with your instructions:

- return any payments we have received for the Account;
- sell any investments already purchased and pay to you the sale proceeds net of any charges, profits or losses and any other cash we are holding for you in the Account; and/or
- arrange for the transfer and/or payment to you of the investments in the Account.

Our charges that will apply when you cancel your Account are set out in the Price List.

**3.4** Our Dealing Services enables you to trade in Investments via the Internet, telephone and web-enabled mobile devices and are provided on an execution-only basis, which means we will not give you any form of investment advice or tax advice, or advise you about the merits of a particular transaction. In the provision of this service, we are not required to assess the suitability for you of the Investments or services provided or offered and therefore you will not benefit from the protection of the FSA Rules on assessing suitability. (An assessment of suitability takes into account an investor's knowledge and experience, financial situation and investment objectives and applies only when a firm makes a personal recommendation or manages investments). You must be aged 18 or over to use our service.

#### **What are the risks?**

**3.5** The Investments and services offered by us may not be suitable for all investors. If you have any doubts as to the merits of an Investment, you should seek advice from an independent financial adviser who is authorised by the FSA to advise on such Investments.

**3.6** Buying Investments can involve risk. The value of your Investments and the income from them can go down as well as up and is not guaranteed at any time. You may not get back the full amount you invested. Information on past performance is not a reliable indicator for future performance. Exchange rate fluctuations may adversely affect the value of non-UK Investments priced in foreign currencies. Foreign markets will involve different risks to UK markets and in some cases the risks will be greater. There may be different settlement, legal and regulatory requirements to those applying in the UK.

**3.7** Certain Investments may not be or become readily realisable. These are Investments in which there is a restricted market and it may therefore be difficult to sell these Investments at a reasonable price and in some circumstances it may be difficult to sell them at any price or obtain reliable information about their value. You should not buy these Investments unless you have carefully thought about whether you can afford them and whether they are right for you.

**3.8** We may deal for you in Investments that have been the subject of stabilisation. Stabilisation enables the market price of an investment to be maintained artificially during the period when a new issue of Investments is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other Investments relating to it. The FSA allows stabilisation in order to help counter the risk that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found. It may only take place for a limited period. There are limits on the price at which shares may be stabilised. There is more information about stabilisation in the Important Information section of our website.

**3.9** There is an extra risk of losing money when purchasing shares in some smaller companies, including penny shares. There may be a significant difference between the bid and offer price of these shares or they may not be readily realisable. If you have to sell these shares immediately, you may get back less than you paid for them. The price may change quickly and may go down as well as up.

**3.10** Unit trusts, like shares, are subject to a spread between the bid and offer prices, whereas OEICs are single-priced. In most cases, unit trusts and OEICs can be dealt once each Business Day, though some may be dealt less frequently, as dealing times may vary from one provider to another and from one unit trust or OEIC to another. Further details are available on our website or can be provided on request. Unit trusts and OEICs are dealt on a forward pricing basis and, as a result, neither you nor we will know in advance the price at which an order will be executed. They are also subject to initial and annual management charges and in certain circumstances may be subject to a dilution levy. You should read a fund's simplified prospectus before investing.

**3.11** It is possible that any orders you give us to sell or purchase Investments will be effected at or around the same time as similar orders by other customers of Selftrade. Orders made by you could be aggregated with orders made by another Selftrade customer. We will not aggregate an order from you with any other order unless it is unlikely that such aggregation will work to your disadvantage. However, the aggregation of orders could result in a slightly less favourable price.

**3.12** As a consequence of using our service, you may alter your personal tax position. The levels of and bases of taxation can change. In particular, please see section 8.2 on pooled nominees. You should consult your own tax adviser in order to understand any applicable tax consequence that might arise.

**3.13** Settlement of transactions is undertaken via CREST, or, in the case of unit trusts and OEICs, directly with the relevant fund managers or through a third party provider. Therefore, excepting unit trusts and OEICs, our Dealing Services may only be used for Investments that can be settled via CREST. Details of the Investments are on our website. We can confirm the availability of individual investments on request. It is possible that changes to the Investments available may occur from time to time and our website will be updated accordingly.

**3.14** We may amend, suspend and/or terminate any or all of our Dealing Services for any or all of your Accounts where we reasonably consider this necessary or desirable due to reasons outside our control such as volatility in the markets, failure of electrical supply, faults on the Internet, emergency maintenance of our website or if any relevant exchange or clearing house fails to perform its obligations or suspends its services for any reason. Where reasonably practicable we will give advance notice of this on our website but this may not always be possible and/or practical for business reasons. We may also restrict and/or change the hours and time of operation of any of our services at any time for the reasons referred to above. If we suspend our Dealing Services you can ask us to transfer any Investments that we hold for you into your name or the names of any joint holders. If we terminate our Dealing Services, we will transfer any Investments that we hold for you into your name or the names of any joint holders in accordance with your instructions without charge.

#### **Section 4 Your responsibilities**

**4.1** Before you begin using our Dealing Services it is important that you consider the confirmations set out below. You should only continue to operate your Account if all of these are correct not only as of the date that you open your Account but also on the date you enter into any additional agreement with us and as of the date of each transaction. By agreeing to these Terms and Conditions you agree and confirm to us that the confirmations are and will be true at all such times:

- you confirm that you are acting on your own behalf unless you inform us to the contrary;
- you confirm that you are bound by, and you have the power, authority and approvals to enter into and perform your obligations under, these Terms and Conditions;
- you confirm that you have, and any person designated by you will at all times have, the necessary authority to act in all respects in relation to these Terms and Conditions and each transaction;
- you confirm that you are not insolvent or bankrupt or subject to any insolvency proceedings or arrangements and if you are a company you confirm that no steps have been taken to appoint a receiver, manager or administrator of either you or any of your assets and that no steps have been taken for your winding up;
- you will provide us promptly on request with a copy of any documents which we may reasonably require from time to time;
- you will not use our Dealing Services or our website for any purpose which is unlawful, abusive, libellous, obscene or threatening;
- you will ensure that all Investments deposited with us are free from any rights or claims of third parties.

**4.2** You accept full responsibility for the monitoring of your Selftrade Account, including but not limited to any limit orders, stop orders and trailing stop orders, dividend reinvestment and regular investment instructions. You agree to notify us immediately if you become aware of any of the following:

- loss, theft or unauthorised use of your PIN or Account number (and we will not be responsible for any transactions that take place prior to us receiving notice of such event);
- that you have not received, within the expected timeframe, a message from us indicating that an instruction or order was received and/or executed;
- that you have not received, within the expected timeframe, an accurate contract note in respect of a transaction;
- receipt by you of a contract note or confirmation of an instruction, order or transaction which you did not place; and/or
- any inaccurate information in your Account balances, Investments held or transaction history or personal data.

**4.3** For the purposes of the FSA Rules, we will treat you as a Retail Client. You are entitled to request re-categorisation as a customer that benefits from a lower level of regulatory protection. However, it is our policy normally to decline such requests. If you are acting as agent for someone else, we will treat you alone as our customer for the purposes of the FSA Rules and you will be responsible in addition to that person in respect of your transactions. If you are acting as an Investment Club's lead investor, we will treat all the members as our customers.

**4.4** When you open an Account, we will issue you (or, in the case of Investment Clubs, we will issue the club's lead investor) with an Account number and a separate PIN which together provide access to your Account, either by Internet, web-enabled mobile device or by telephone. You acknowledge and agree that:

- you are responsible for the confidentiality and use of your Account number and PIN; and

- we may rely on all orders and secure message instructions using your Account number and PIN and you will be bound by any agreement entered into or expense incurred on your behalf in reliance on such orders and secure message instructions. In the case of Investment Clubs, you acknowledge and agree that the lead investor is responsible for the confidentiality and use of the Account number and PIN.

**4.5** Investment Clubs must ensure that they are either constituted in accordance with a ProShare approved investment manual, or they have taken legal advice in producing their own constitution or altering the ProShare approved constitution. Where the Investment Club has altered or produced its own constitution, it confirms to us that it is not a collective investment scheme under section 235 of the Financial Services and Markets Act 2000.

**4.6** A Club Letter of Authorisation shall be drawn up between the members of the Investment Club appointing a lead investor.

**4.7** The Investment Club's lead investor and all the other members shall sign the Club Letter of Authorisation. If the membership of the Investment Club changes, it is the responsibility of the Investment Club to notify us of the changes and to ensure that a new Club Letter of Authorisation is signed.

**4.8** The Investment Club must provide Selftrade with a copy of the Club Letter of Authorisation and any replacement thereof.

**4.9** The Investment Club must appoint a lead investor to be named on our Application Form to act on its behalf. Only the named lead investor is authorised to act on behalf of the Investment Club, subject to the applicable Terms and Conditions. We shall be entitled to act on the instructions of the lead investor named on our Application Form or any replacement Club Letter of Authorisation which is subsequently received by us.

**4.10** We may accept a company as a customer if it is a private limited company incorporated in the UK. The board of such a company will need to appoint either one or two corporate representatives to act on the company's behalf in respect of its Account, and we will need to receive a copy (certified by the company secretary as a true copy) of the board resolution appointing such representatives. We will also require the additional information relating to such a company set out in the relevant Application Form. The bank account specified for the purposes of the company's dealings with us must be a UK account in the company's name. For the purposes of the FSA Rules and in respect of our Dealing Services, we will classify the company as a Retail Client in accordance with section 4.3 and irrespective of whether it may otherwise be classified as a per se professional client or per se eligible counterparty (as defined in the FSA Rules). Notwithstanding its classification, the company may not have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme. We shall be entitled to act on the instructions of the representatives named in the certified copy resolution provided to us or any updated certified copy resolution provided to us.

## Section 5 Dealing

**5.1** Orders will only be accepted to purchase Investments where you hold sufficient funds in your Account to cover the cost of the proposed order (including all fees, charges and any amount in addition to the current price of the Investments we consider may be needed, to cover associated costs and the possibility of fluctuations in price before execution) or are due to receive proceeds from a recent sale through us, in which case you authorise us to apply these proceeds to your purchase. We will only accept orders to sell Investments which you hold in your Account. Once we have received your orders, you will not be able to change them, except in the case of orders necessarily pending execution, such as stop or limit orders. Your orders will not bind us until we have accepted them.

**5.2** Orders may be placed by telephone or online using our website or by web-enabled mobile devices (including telephones and personal digital assistants). The services provided for web-enabled devices are described on our website. Currently, these include the following:

- customer log-on to access Account(s);
- obtaining quotes;
- viewing portfolio;
- placing orders to purchase or sell Investments, including placing of limit orders.

You should note that special risks apply to the use of wireless services and the reliability of these may vary depending on the connection type and its speed, location and systems configurations. Wireless access may also not be as secure as other internet access and there is a risk of eavesdropping and interception of messages. You should exercise additional caution when using these services and manage your Accounts accordingly. Selftrade will not be responsible for errors in transmission, connection failures, interception or tampering of messages as a result of using Selftrade's wireless web services.

**5.3** We will do all we can to ensure that our website is available for trading online but we do not promise that access to our website will always be available. Please also see section 3.14 above which sets out our right to amend, suspend and/or terminate our Dealing Services in certain circumstances.

If you are unable to access our website to trade online you may telephone us on 0845 0700 720 during business hours to place an order.

**5.4** If we accept your instructions or orders, we will do all we can to carry them out. However, we will not be responsible for any loss or expense you incur if we are unable to do so for whatever reason (other than our negligence, fraud or fault) or if there is a delay or change in market conditions before the transaction takes place.

**5.5** Subject to section 5.4 above if we receive an order from you, in response to, and within the time given for acceptance of, a fixed quotation then your order will be carried out in accordance with the quotation.

**5.6** In circumstances where you wish to trade in a size exceeding the maximum online size you should telephone us or submit an order online to our dealers so that we can execute the trade. You cannot break up your order into a number of orders of a smaller size.

**5.7** We will provide best execution on all transactions where such a requirement applies in accordance with, and as defined by, the FSA Rules and the rules of the relevant exchange. Details of our Order Execution Policy are set out on our website and can be provided on request. We specifically draw your attention to the possibility that orders may be executed outside a regulated market or a multilateral trading facility. As we will require your express consent before undertaking such orders, delays to their execution may result. Where the market is overseas, prices may reflect local charges and foreign exchange fluctuations. In overseas markets we may use local agents and such markets or agents may make additional charges. In such circumstances, we may rely on our local agents to obtain best execution.

**5.8** If you decide to place a limit order or a stop order (which, for the purposes of these Terms and Conditions, includes any type of limit or stop order, including a trailing stop order) with us you accept that:

- you should review these orders on a regular basis in order that you are aware of your outstanding commitments and that they remain in line with your current investment objectives;
  - we do not promise that limit orders or stop orders will be executed even if the limit price is met. This could be as a consequence of:
    1. market conditions at the time (such as a "fast market", i.e. where the market is so volatile that prices quoted by market makers are only indicative rather than guaranteed),
    2. other clients having placed similar orders, with an earlier time priority and being executed in priority to your order, or
    3. other factors which are outside our control;
  - limit orders and stop orders will only be executed if there are:
    1. in the case of purchases, sufficient funds in your Selftrade Account to meet the potential cost of execution (including dealing costs) or you are due to receive proceeds from a sale in which case these funds will be applied to this purchase, and
    2. in the case of sales, these securities are held in your Selftrade Account;
  - we will only execute orders in sizes which are at or below the maximum quote size offered by the retail service provider at the point of execution. If your limit order or stop order is above this size, it will not be executed automatically (even partially), even if the price is matched by the market price. Where possible, we will do our best to manually execute such orders. You are therefore advised to ensure that your order can be matched in terms of size;
  - in the event of a corporate action which affects the stock price, we will endeavour to delete any open limit orders in the security. However, the responsibility for reviewing and, if necessary, amending or withdrawing your limit orders and stop orders in response to prevailing market conditions is yours; and
  - special risks apply to limit orders such as Stop Loss and Stop Buy orders and to trailing stop orders and these orders are placed entirely at your own risk. To the extent that disputes arise which are caused by matters beyond Selftrade's control, you accept sole responsibility and that Selftrade bears no responsibility for such matters. You confirm that you have read the section headed "Limit Orders and Stop Orders" in the Investment Risk Warning section of our website. Limit orders are designed to trigger trades when your price conditions are met or in the case of trailing stop orders when the price reaches your specified margin below the peak price. Please see our website for full details of when we start to monitor your limit orders. You should be aware that certain factors may cause the bid-offer spread of a security to increase, even momentarily, to an abnormally wide level, thereby causing your stop order to execute. However, these abnormal prices are the prevailing best prices for that security at that time.
- 5.9** All transactions on an exchange will be subject to the rules, regulations, customs and market practice of the relevant investment exchange on which the transaction takes place and any such applicable rules and regulations will be binding on you.

**5.10** We reserve the right to cancel any outstanding transaction without notice where we believe there is sufficient justification. This may include, for example (without limitation), circumstances where we are requested to do so by our counterparty or the relevant exchange, or where we believe it is necessary to maintain an orderly market or, where you execute multiple trades in the same investment within a short space of time, where the aggregate size exceeds the maximum online size. We shall not be responsible for any loss or expense you incur as a result of the cancellation of a transaction in such circumstances provided we have not acted negligently.

**5.11** In the case of Investment Clubs, we will only accept instructions from the lead investor, in accordance with the provisions of section 4.9 above including for the buying and selling of Investments and the transfer of monies between the club's bank account and us.

**5.12** Where an Account is in joint names and subject to section 6.2, we will accept instructions from either of you to buy or sell Investments or transfer funds between your bank account and us.

**5.13** You can buy, sell or subscribe for Investments during the Dealing Period. If we accept instructions inside the Dealing Period they will be carried out as soon as reasonably practicable, which will usually be in that Dealing Period.

**5.14** Following the sale or purchase of an Investment through us, you will be sent a contract note by secure electronic message. Contract notes may additionally be posted on request. A fee may be charged for this service and details of our current fees are set out in our Price List. You will not otherwise be sent any confirmations or other information relating to your sale or purchase in hard copy or to any other email address.

**5.15** Details of the Investments and cash held in and transactions relating to your Account can be viewed in the secure section of our website.

**5.16** You will be supplied by secure electronic message with a consolidated tax certificate in respect of dividends and interest received on your behalf as soon as reasonably possible after the end of the tax year. You may request a copy be posted to you in addition. A fee may be charged for this service and details of our current fees are available in our Price List.

**5.17** If you wish to trade in US securities, you will first be required to complete a W-8BEN form in order to satisfy US tax regulations that you are an eligible person. We will not be responsible if you fail to sign and return the form in the relevant time limit.

**5.18** If you wish to trade in warrants, securitised derivatives or other Complex Instruments, you will first be required to complete an appropriateness assessment and we may in our discretion refuse to trade for you if we consider that you have insufficient knowledge or expertise.

## Section 6 Communications

**6.1** We may rely on all orders and other communications given or made by you or anyone else using your Account number and PIN which we reasonably believe to have been made, by you or on your behalf. You will be bound by any agreement entered into or expense incurred on your behalf in reliance upon such a communication.

**6.2** Where an Account is in joint names, we will accept instructions from either of you, except where the instructions relate to:

- the transfer of an account;
- the closure of an account, or
- a change in personal details.

In these cases, we will require instructions from both of you.

**6.3** Except as otherwise expressly provided in these Terms and Conditions, any communication in writing may be given by post, secure electronic message, fax or email to the address, number or email address last notified by you to us or by us to you. Selftrade does not consider post, fax or email to be secure methods of communication and orders and instructions concerning a Selftrade Account will only be accepted by telephone or if made online using our website or if placed by web enabled mobile devices. All communications must be in the English language.

**6.4** We shall only be treated as having received any communications made by you to us if we actually receive the communications. If you need to contact us urgently, you should telephone us in the first instance.

**6.5** If we send communications to you:

- by post, to the last known postal address that we hold for you, they will be treated as received by you 4 Business Days after posting;
- by fax they will be treated as received by you immediately upon sending to the most recent fax number we hold for you; and
- by email they will be treated as received by you immediately upon sending.

We will not accept responsibility for any postal delays.

**6.6** If we send communications to you by secure electronic message:

- they will be treated as received by you upon us sending such communications to the secure mailbox within the Selftrade website;
- we do not have to ask for any acknowledgement of receipt from you in respect of communications sent in accordance with sections 6.5 and 6.6.

**6.7** We may also communicate with you by posting information on our website when the information will be treated as received by you when it is posted.

**6.8** We will not be responsible to you for any delay or failure of delivery of any communication sent in accordance with sections 6.5 and 6.6, except where such delay or failure results from our negligence, fraud or our fault.

**6.9** At your request we may agree to send certain communications to you via SMS. You should note that this does not form a standard part of our service and we will not be liable for any delay or failure of delivery of communication, or inaccuracy of information, sent via SMS.

**6.10** You must inform us immediately of any changes to your personal details, including your postal address, your e-mail address and your bank details. When we receive returned mail or e-mails, we will do our best to contact you to get your new details. We do not have to send further communications to the old address or old e-mail address. We will not be responsible to you for any loss that you may suffer as a result of you not receiving correspondence or payments where you have not informed us of any change in your details and/or bank account.

**6.11** You agree and expressly confirm that we may telephone you to discuss matters related to your Account.

**6.12** To ensure that we carry out your instructions accurately and for compliance and training purposes we may monitor and/or record your telephone calls with us. Any recordings remain our property.

**6.13** All communications and documents, including cheques and share certificates sent to you by post, will be sent to the last known postal address that we hold for you and we will not be responsible if you do not receive them for any reason. It is therefore important that you notify us of any changes to your address, as set out in section 6.10 above.

**6.14** If you are joint holders of an Account, we will send all communications to the person who is first named in your Application Form and those communications will be treated as given to both of you.

## Section 7 Provision and storage of information

**7.1** We may make news, prices, opinions and other market information ("market information") available on our website. We cannot promise that any market information on our website is accurate or reliable and you must satisfy yourself that any market information is reliable before you make any decisions or take any actions based on it. Please read carefully the Disclaimer Section in the Important Information section of our website which sets out the terms on which we make such market information available.

**7.2** For details of how we may use your personal information please read carefully our privacy policy, which is on our website.

## Section 8 Your Investments and cash

### How will your Investments be looked after?

**8.1** Investments either purchased using our Dealing Services or transferred to us will be registered in the name of the Nominee and held on trust for you as part of an unallocated pool. In certain circumstances, investments will be held by another custodian, again as part of an unallocated pool. Investments held in such a pool are not distinguishable by individual client. This means that in the event of a default or insolvency of the Nominee or any other custodian, if there is a shortfall which cannot be reconciled, you may share proportionately in that shortfall.

**8.2** As your Investments will be held in an unallocated pool, (and are not distinguishable by client/beneficial owner), you may receive dividends or other distributions net of tax which has been paid or withheld at rates that are less beneficial than those that might apply if the Investments were held in your own name or in allocated accounts.

**8.3** As your Investments will be pooled with those of other clients and will be registered in the name of the Nominee, special benefits to shareholders or shareholder incentives attached to your investments may be lost. Should you wish to receive annual reports and accounts, attend company annual or general meetings or exercise voting rights in respect of Investments in your Account, you should contact us on each occasion to request this. If this service is available, a separate charge may be made for this service and details of our current charges are set out in our Price List.

## How are corporate actions dealt with?

**8.4** In the event of compulsory capital events such as cash dividends, conversions and consolidations, you will be notified of these events and the resulting cash or investments will be credited to or debited from your Account. You authorise us to round down your entitlement to the nearest whole number and agree that any fractional entitlements received that cannot be divided on a pro rata basis will be retained by us.

**8.5** In the event of an optional capital event in relation to Investments held on your behalf, we will use reasonable efforts to notify you in order to obtain your instructions. However, we will not be responsible for any losses you may suffer if our notification fails to reach you (provided this is not due to our negligence or fault) or if we are unable, due to circumstances beyond our control, to carry out your instructions. Where instructions are not received from you within such period as we specify, we will proceed in accordance with the following default conditions:

- Conversion - no action to be taken
- Entitlement (open offer) - no action to be taken
- Exercise of warrants - no action to be taken
- Instalment payment - pay instalment using cleared funds or Direct Debit
- Redemption - no action to be taken
- Rights issue - allow nil paid stock to lapse and allocate any premium
- Delistings from CREST, in SIPP, CTF Accounts and Selftrade ISAs - sale for cash prior to withdrawal/delisting date
- Scheme of arrangement - no action to be taken
- Recommended offer - acceptance of the offer
- Contested offer - acceptance of the offer when the offeror has acquired 90% of acceptances

If you notify us within such period as we specify that you wish to exercise any rights arising out of an optional capital event and provided there are sufficient cleared funds in your Account we will do our best to give effect to your instructions but only on such terms as are reasonably acceptable to us.

**8.6** Our charges which apply for the custody services, are set out in our Price List. Details can be provided on request.

**8.7** We shall be under no duty to notify you of or act upon any corporate event until your Investments are registered in the name of our Nominee.

**8.8** We may accept instructions from you as set out in Section 6 (Communications).

### Your cash holdings

**8.9** Any cash held to the credit of your Account will be held in accordance with the FSA Client Money Rules, which require us to hold it in a client bank account, segregating your funds from ours at a bank approved by the FSA. Funds will be held in sterling by us in a pooled client deposit Account at a credit institution being a UK bank or a European bank such as Boursorama or Société Générale or any other European bank which is part of our group. This means that in the event of default by the bank and any unreconciled shortfall in the money held in the account, you may share proportionately in that shortfall.

**8.10** We will pay interest on money which is not required to settle a purchase and may keep any amount of interest over and above what we pay you as the FSA Rules permit. Interest will be calculated on the balance on your Account on a daily basis and is calculated separately for each Account type held with us and will be credited as set out in our Price List. For further information on rates and conditions, please see our Price List. We will pay all such interest gross and it is your responsibility to make any declaration/payment of tax. On any occasion when we are instructed to send funds to you from your Account and as long as you have sufficient cleared funds, we will arrange for the relevant sum to be credited to your nominated bank account within 5 Business Days. If some or all of the amount you request is not cleared funds, we will arrange for it to be credited to your nominated bank account within 5 Business Days from the date cleared funds are received.

### What happens if funds are not supplied for a transaction or if you owe us money?

**8.11** If for any reason at any time you do not hold sufficient funds in your Account to cover the full costs of a transaction, or if we purchase Investments for you and you do not pay us the full amount due in respect of that purchase, or if you do not pay any amount due to us by the due date, or your Account becomes overdrawn (with a negative balance) for reasons outside of our control (e.g. as a result of non-payment of charges or amounts due in respect of corporate actions or unpaid or recalled Direct Debits etc.) we may do any one or more of the following:

- terminate or cancel a transaction or take such other action as we consider, appropriate to reduce our loss. You will be responsible for our reasonable costs, expenses and any other losses that we may reasonably incur in taking such actions;
- make an administration charge to cover our extra administration costs reasonably incurred;

- charge interest on the total amount you owe us from the date on which the amount became owing until payment in full at the rate(s) detailed in our Price List;

- claim from you the total amount that you owe us;

- sell any of your Investments that we hold or instruct the Nominee to sell any of your Investments or connected rights that it holds for you and apply the proceeds toward setting the total amount owed by you. Any shortfall will still be due from you;

- instruct our Nominee to keep your Investments, share certificates or other title documents and/or connected rights; or

- refuse to carry out any instructions relating to your Investments, share certificates or other title documents or connected rights;

- apply any sum standing to the credit of any of your other Accounts towards the repayment of the amount due to us or the overdrawn sum or transfer any Investments standing to the credit of any of your other Accounts to this Account and sell such investments and apply the proceeds toward settling the total amount owed by you.

In exercising our rights set out above we will not claim for the same loss twice.

Details of charges and the applicable rate of interest can be viewed in our Price List.

**8.12** If we have to repay or pay any money from any Account to you we will only do so provided you do not owe us any amounts in respect of other Accounts you have with us.

### Regulatory

**8.13** We are a wholly-owned subsidiary of Boursorama which is part of the Société Générale Group.

**8.14** We participate in the Financial Services Compensation Scheme set up under the Financial Services & Markets Acts 2000 (FSMA). In the event of our default, compensation may be available to you under the Financial Services Compensation Scheme. The scheme pays the first £48,000 of a valid claim. Further details are available either from us, the FSA or the Financial Services Compensation Scheme.

### Complaints

**8.15** Complaints in respect of Selftrade's products or services should be addressed to the Compliance Officer, Selftrade, Boatman's House, 2 Selsdon Way, London, E14 9LA or please call us on 0845 0700 720. For full details of our complaints procedure please see the Important Information section of our website. If your complaint is not resolved to your satisfaction you may contact the Financial Ombudsman Service, an independent dispute resolution scheme, at South Quay Plaza, 183 Marsh Wall, London, E14 9SR (telephone 020 7964 1000). Details of our internal complaints handling procedures are available on our website or can be provided on request.

## Section 9 Charges and Payments

**9.1** We make dealing and other charges for our Dealing Services. Details of all our current charges are set out in our Price List. We may introduce new charges or change our existing charges. When you deal with us our latest charges will apply. You should make sure you have checked the latest charges in our Price List (on our website). We will always give at least 30 days notice on our website before introducing any changes (see sections 12.2 and 12.3 for further information on notices regarding amendments). You must also pay any applicable Value Added Tax on such charges and any stamp duty, other taxes and/or other transaction costs in respect of your transactions. We may make reasonable charges to you to cover the administrative costs of the provision of any additional information, documents etc. which we agree to supply to you at your request.

**9.2** We will collect dealing charges by adding them to the cost of buying Investments or by taking them from the sale proceeds. We may collect these charges, our administration charges or any other charges or expenses due to us (or agents used by us) plus any applicable Value Added Tax from any funds held in your Account. If there are insufficient funds in your Account, we may carry forward such charges or expenses until any future time when there are sufficient funds in your Account to meet the aggregate charges and expenses then due, or collect such charges and expenses from your specified bank Account by Direct Debit in accordance with section 9.5, or send you an invoice for payment.

**9.3** We may share charges with associated companies and other third parties, or receive and retain remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements may not be set out in the relevant contract note but can be made available to you on request.

**9.4** In the case of unit trusts and OEICs, where a discount is obtainable, any front-end commission received from the unit trust or OEIC managers will be rebated to you by way of an additional allocation of units. The amount of any front-end loading will be shown as a percentage on your contract note. In respect of certain unit trusts and OEICs, Selftrade will receive a renewal commission (sometimes known as a 'trail') on units

held for longer than a relevant qualifying period, which differs depending on the provider and the particular unit trust or OEIC. Details of trail commission are available upon request.

**9.5** We will accept payments from you by cheque drawn on a UK bank account, Direct Debit, debit card or bank transfer. You must give us a Direct Debit mandate for your bank account, which must be a recognised UK bank account. You must complete and provide to us a direct debit instruction to enable us to make Direct Debits from your bank account to settle any fees or charges and to enable you to transfer funds to and from your Account. We will only collect fees and charges from you using your direct debit instruction when we have given you at least 7 days prior notice in accordance with section 6.3 of these fees and/or charges and our intention to collect them by Direct Debit. We will only make payments to you by Direct BACS Credit to this specified bank account and all payments to us must be from this bank account. You may be required to validate your payment by debit card when crediting your Account online, by registering with the card supplier (e.g. Visa and Mastercard) and entering a verification code. We will not accept payments in the event that you are unable to validate your payment.

**9.6** We prefer that you pay money to us by Direct Debit, cheque drawn on a UK bank account or debit card. If you instruct your bank to make payments by electronic transfer (other than by Direct Debit), it may be subject to delays, and will require additional anti-money laundering checks, and we do not promise that such payments will be processed or applied to your Account on the day of receipt. If we are unable to verify that a payment has come from the bank account that you have specified in accordance with section 9.5, we may instruct our bank to return the payment to its source and will not be responsible for any delays or charges or expenses incurred by you as a result nor for any losses you may suffer including any losses that we could not reasonably have expected to occur.

**9.7** You will at all times be fully responsible for payment of all other taxes due in relation to any services we carry out for or with you or any money and investments in your Selftrade account. You acknowledge that neither we nor any of our associated companies are providing tax advice to you.

#### Section 10 Closing your Account

**10.1** You may close your Account at any time by giving us written notice in accordance with section 6. Any instructions to buy, sell or subscribe for investments given by you in the notice period will still be binding on you and any fees or charges incurred by you in the notice period remain your responsibility.

**10.2** We have the right to close your Account (i) at any time, (ii) if your Account has not held any Investments or cash and (iii) if there has been no activity on your Account for a period exceeding 18 months, by giving you at least 30 days' written notice in accordance with section 6. We also have the right at any time acting reasonably to suspend your Account in certain circumstances for any period by giving you at least 30 days written notice in accordance with section 6.

**10.3** In addition to clause 10.2 above and provided notice is given to you in accordance with section 6, we have the right to close or suspend your Account immediately if:

- a. you do not make any payments due to us in respect of any purchase or sale or other transaction in respect of investments or if you do not make any other payments due to us for more than 30 days after we have notified you that the payment is overdue;
- b. you become insolvent or bankrupt or are subject to any insolvency proceedings/arrangements; or
- c. you seriously fail to comply with any of these Terms and Conditions or you repeatedly fail to comply with any of these Terms and Conditions.

**10.4** The closing or suspension of your Account will not affect any outstanding transactions or any rights or obligations which may already have arisen between you and us. However, transactions in progress at the date of closing or suspension of the Account will be completed by us as soon as practicable.

**10.5** If your Account is closed, we will, as soon as reasonably practicable, arrange the delivery to you or as you instruct of any money or Investments in your Selftrade Account. If we close your Account under clause 10.3 or if you close your Account, we may make a charge to cover our administration costs and details of the current charges are available in the Price List. We will pay any money due to you by Direct BACS Credit to the Account specified by you, in accordance with clause 9.5. If we are unable to remit the funds by this method, or an attempt to pay you by this method is rejected, we will issue a cheque in your name(s). We will not issue cheques for less than £5 and will require that you confirm your bank account details so that we can transfer the closing balance to your chosen bank account.

**10.6** In the event that any money remains unclaimed and there has been no movement in the cash balance of your Account with us for a period of 6 years (notwithstanding any payments or receipts of charges, interest or similar items), and we can demonstrate that we have taken reasonable steps to trace you and to return the balance, we will cease to treat the unclaimed cash balance as client money. We will refund such cash balances if we receive a subsequent valid claim.

**10.7** At any time after we have closed your Account under clause 10.3 we may, without notice:

- treat any investment transaction that is then outstanding as having been cancelled and terminated;
- arrange the sale of your investments to realise sufficient funds to cover any outstanding sums due to us; and/or
- close out, replace or reverse any outstanding transaction or take, such other steps as we consider reasonably necessary to cover, reduce or eliminate our loss or responsibilities under any contract, positions or commitments relating to your Account.

#### Section 11 Other matters

**11.1** You and your personal representatives and anyone else who becomes entitled to your rights by law may enforce your rights and will be bound by your obligations under these Terms and Conditions.

**11.2** We and anyone to whom we transfer our rights and obligations may enforce our rights and will be bound by our obligations under these Terms and Conditions. We may at any time transfer all or any part of our rights, and/or obligations under these Terms and Conditions to any associated company of ours by giving you written notice in accordance with section 6. After we have given you notice our associated company will be entitled to exercise our rights and will perform our obligations under these Terms and Conditions.

**11.3** Your rights under these Terms and Conditions are personal to you and you may not transfer them to anyone else. Your obligations under these Terms and Conditions may not, without our prior written agreement, be performed by anybody else.

#### Conflicts of interest and material interests

**11.4** There may be limited circumstances in which a conflict exists between your and our interests. We are required to maintain a written policy in relation to conflicts of interest. This policy is available upon request. A copy is also available on our website. In particular, you should note that when we provide Dealing Services to you, we or an associated company may have an interest, relationship or arrangement that is material in relation to the transaction or investment concerned. We are entitled to effect any transaction for you or to provide any other service notwithstanding any such material interest. We and our associated companies are entitled to retain any payment, remuneration, profit or benefit which arises in relation to, or as a result of, any matter referred to in these General Terms and Conditions.

**11.5** If a conflict of interest arises and we consider that the arrangements we have in place under our Conflicts of Interest Policy are not sufficient to enable us to ensure that the conflict will not damage your interests or the interests of any of our other customers we will refuse to act or we will inform you of the situation before we carry out any instructions for you.

#### Our responsibilities to you

**11.6** If we negligently fail to carry out your instructions to sell an Investment, you will be asked to choose whether:

- a. we pay you the difference between the price that you obtained on the sale and the price you should have obtained if we had carried out your instructions correctly; or
- b. where the value of the Investment has risen from the price you should have obtained, you hold on to the Investment so that you can sell at the higher price.

If we negligently fail to carry out your instructions to buy an Investment, you will be asked to choose whether we:

- a. buy Investments to put you in the position that you would have been in if we carried out your instruction correctly; or
- b. pay you the difference between the price you should have paid for the Investment and the price that you actually paid.

**11.7** We will not be responsible for any losses that we could not reasonably have expected to occur arising from our error or omission.

**11.8** We will not be responsible for any payments from your Account or any loss you may suffer including any loss that we could not have reasonably expected to occur caused by:

- your failure to keep your Account number and PIN or other confidential information about your Account secret;
- your failure to take all reasonable precautions to prevent unauthorised or fraudulent use of your Account number, PIN or other confidential information about your Account;

- your failure to comply with the security obligations set out in these Terms and Conditions and the security recommendations on our website; or
- your fraud.

**11.9** We shall not be responsible for any loss you may suffer if we or any of our agents are prevented from or delayed in providing you with any of our Dealing Services by reason of any cause beyond our reasonable control such as any failure of transmission of any communications sent through any electronic medium or any computer systems breakdown or failure, postal or other strikes or similar industrial action and/or failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations, or compliance with laws preventing money laundering, fraud or terrorist financing.

**11.10** We shall not be responsible for any loss that you may suffer because you are unable to place an order due to unavailability of our Dealing Services as a result of maintenance or upgrade of systems or in the circumstances described in section 3.14 above. We shall not be responsible for any loss you may suffer if we are unable to carry out your instructions or orders after we have accepted them for whatever reason (other than our negligence, fraud or fault) or if there is a delay or a change in market conditions before they are carried out.

**11.11** We will accept responsibility if due to our negligence or any other breach of duty by us as an act or omission that we do or fail to do causes death or injury. We will accept responsibility for any other matter in respect of which we cannot lawfully limit or exclude responsibility.

**11.12** We accept responsibility under the FSA Rules for any custodian function carried out by the Nominee.

**11.13** If we appoint a custodian other than the Nominee to hold Investments for us that are subject to the law or market practice of a country outside the UK different settlement, legal and regulatory requirements may apply from those in the UK and there may be different practices for the safe custody of investments.

**11.14** A person who is not a party to these Terms and Conditions will have no rights to enforce any of the Terms and Conditions.

**11.15** Nothing in these Terms and Conditions will exclude or restrict to an extent prohibited by the FSA Rules any duty or liability we may have to you under the regulatory system (as defined in the FSA Rules).

## Section 12 **General**

**12.1** If any of the terms in these Terms and Conditions are not consistent with applicable regulations, the terms of the applicable regulations take priority. For these purposes, "applicable regulations" are:

- all UK laws and in particular the Financial Services and Markets Act 2000 and all orders and other delegated legislation made under it and any successor legislation;
- FSA Rules;
- all statutory and other requirements relating to money laundering and terrorist financing, including the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 as amended or replaced from time to time;
- all rules of the LSE, PLUS or any other relevant exchange.

### **Amendment of these Terms and Conditions**

**12.2** From time to time we may change these Terms and Conditions (including commissions and charges). We may also change the matters referred to in the Important Information section of our website which forms part of these Terms and Conditions. We will tell you about any changes and when they come into effect by placing a notice on our website and by secure electronic message.

**12.3** Any change which is made to reflect a change of applicable law or regulation or rules of a relevant exchange will take effect immediately or otherwise as we may specify. We will give you 30 days notice of any other change. If you wish you may close your Account as described in section 10.1.

### **Governing law and legal action**

**12.4** We take English law as a basis for the establishment of relations with you before we accept you as a customer. These Terms and Conditions are governed by and construed in accordance with English law. You agree that legal action relating to these Terms and Conditions may only be dealt with by the Courts of England and Wales or if you live in Scotland or Northern Ireland by the courts of those countries if you choose them in writing.

### Section 1 What the words and phrases in bold type mean

In these Supplemental Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in Section 1 of the General Terms and Conditions also apply.

**Account or Selftrade ISA** – an Individual Savings Account (“ISA”) which is designated as a Stocks and Shares ISA under the Regulations subject to these Terms and Conditions;

**Account Investments** – shares, cash and any other investments held in an Account as permitted by the Regulations;

**Account Manager, we, us, our, Selftrade** – Selftrade which is a trading name of Talos Securities Limited which is an HM Revenue & Customs approved ISA manager and which is responsible for administering your ISA in accordance with the Regulations;

**ISA** – an Individual Savings Account in accordance with the Regulations;

**Issuer** – the company which issues Account Investments;

**Qualifying Investments** – Investments which can be held in an ISA in accordance with the Regulations;

**Regulations** – the ISA Regulations and the related HM Revenue & Customs guidance notes for ISA managers, as from time to time amended and in force;

**Terms and Conditions** – the General Terms and Conditions, these Supplemental Terms and Conditions, the Application Form and any other document referred to in any of them;

**Tax Year** – a tax year beginning on 6 April in any calendar year and ending on 5 April in the following year.

### Section 2 Provision of services

**2.1** Unless these Supplemental Terms and Conditions state that the General Terms and Conditions do not apply or they contain a different provision, the General Terms and Conditions will apply in relation to any dealings in investments held in your ISA. Should the General Terms and Conditions conflict with these Supplemental Terms and Conditions, these Supplemental Terms and Conditions will apply.

**2.2** You are reminded that we provide an execution-only service and the decision to buy or sell investments through your ISA is your responsibility. Your Account is a self-select Stocks and Shares ISA and as such you are responsible for making all the investment decisions. Should you have any queries, either in respect of specific Investments or as to whether an ISA is, or continues to remain, suitable for you, we recommend that you refer them to an independent financial adviser who is authorised by the FSA to advise on such investments.

**2.3** Complaints in respect of your Account or our services should be addressed to the Compliance Officer as set out in section 8.15 of the General Terms and Conditions.

### Section 3 Your application

**3.1** To open an Account with us or to transfer an existing ISA to us, you must complete in full an Application Form for a Stocks and Shares ISA together with a Transfer Application Form where you apply to transfer an existing ISA. Please see section 5 below which applies to transfers of existing ISAs.

**3.2** Your Account will be subject to the General and Supplemental Terms and Conditions and to the Regulations. Your Account will be administered in accordance with the Regulations, which take precedence over these Terms and Conditions.

**3.3** You must provide us with the information referred to as mandatory on our Application Forms. Your failure to do so will result in a delay in processing your application for a Selftrade ISA or to transfer an existing ISA.

**3.4** We will open your Account when your application is accepted by us and, we hold a valid subscription (see section 4.5 below). Where you apply to transfer an existing ISA we will open your Account when your application and Transfer Application Form are accepted by us and we receive the investments and cash to be transferred from your existing ISA from the manager of that ISA.

**3.5** We reserve the right to refuse your application (including an application to transfer an existing ISA) without reason. We reserve the right to refuse your application for an ISA or to transfer an ISA to us if we believe that any information provided by you is incorrect or if we believe that you are not eligible for an ISA or to transfer an ISA.

**3.6** If your Application Form is not completed in full, we will not open your Account until you have provided the missing details. You must supply us with all missing details within 30 calendar days following your application, during which time any ISA cash subscription will be held by us and banked only when we are in receipt of the missing information.

**3.7** The provisions of section 3.6 above will also apply to ISAs to be opened using funds from your dealing account. Funds will only be transferred from your dealing Account to your ISA upon our acceptance of your Application Form.

**3.8** If you do not respond or fail to provide us with the missing details within this 30-day period, any subscription made will be returned to you.

**3.9** When you open a Selftrade ISA we will automatically open a Selftrade dealing Account for you if you do not already have one. The Selftrade dealing Account will be subject to our General Terms and Conditions.

**3.10** Dealing fee(s) and charges for the Selftrade ISA are specified in our Price List. Fees, charges and expenses due to us (or agents used by us) from you plus any applicable Value Added Tax in respect of your ISA will be collected in accordance with section 9.2 of the General Terms and Conditions, save for any fees, charges or expenses which the Regulations require to be met from the funds in your Selftrade ISA.

**3.11** You have the right to cancel your Selftrade ISA in accordance with section 3.3 of the General Terms and Conditions.

### Section 4 Investing in your Selftrade ISA

**4.1** To open a Selftrade ISA or to pay money into a Selftrade ISA that you have already opened you must:

- be aged 18 or over at the time of your application;
- be resident and ordinarily resident in the United Kingdom for tax purposes; or be performing duties as a crown employee, such as a diplomat or a member of the armed forces, who is working overseas and paid by the Government (i.e. you perform duties which, by virtue of section 28 of the Income Tax (Earnings & Pensions) Act 2003, are taxed as if performed in the United Kingdom) or be the spouse or civil partner of such a crown employee working overseas; and
- not have subscribed to another ISA of the same type in that tax year – see section 4.3 (but where a cash ISA is transferred to a Stocks and Shares ISA, see section 5.3); and
- not have exceeded the subscription limits or made a disallowed combination of ISAs.

If, while you hold a Selftrade ISA, your circumstances change and you no longer fall within any of the two residence qualifications listed above, you must inform us.

Please note that it is not necessary to fall within one of the two residence qualifications listed above in order to transfer an existing ISA into a Selftrade ISA. However, you must ensure you meet one of the two residency requirements in order to then subscribe further funds in your Selftrade ISA, whether in the current or future Tax Years.

**4.2** Subscriptions to your Selftrade ISA must be made in your own name and cannot be carried forward to the next Tax Year.

**4.3** In each Tax Year, you may subscribe to one Stocks and Shares ISA only. You may not subscribe to two or more Stocks and Shares ISAs in the same Tax Year.

**4.4** In accordance with the Regulations you may subscribe up to the HM Revenue & Customs ISA limits for a Stocks and Shares ISA in any Tax Year. Details of the current limits that apply can be found on our website. You cannot exceed ISA limits, which may change from time to time as a result of changes in the relevant legislation.

**4.5** You may invest one or more lump sums in your Selftrade ISA during the Tax Year up to the limit referred to in section 4.4 above. All subscriptions must be made in sterling. You must submit with your Application Form either payment by cheque from a UK bank account, or indicate the amount you wish to have transferred from your dealing account, or the amount of any regular monthly payments you wish to make by Direct Debit (set up on your UK bank account under section 9.5 of the General Terms and Conditions) or that you intend to fund the Account by debit card.

**4.6** We may delegate some of the Account Manager’s administrative functions and responsibilities to a third party. If we do so, we will satisfy ourselves that such third party is competent to carry out the delegated functions and/or responsibilities. We will remain responsible for the operation of your Selftrade ISA.

### Section 5 Transferring an ISA

**5.1** You may apply to transfer the whole of your current year ISA subscriptions and/or your previous years’ investments in whole or in part to a Selftrade ISA in accordance with the Regulations. Please note that a Stocks and Shares ISA can only be transferred to another Stocks and Shares ISA. However, funds held in a Cash ISA can be transferred to a Stocks and Shares ISA.

**5.2** Only such investments as are specified in the Regulations can be transferred into a Selftrade ISA.

**5.3** Under the Regulations we can only accept ISA transfers from Stocks and Shares ISAs or Cash ISAs as specified in the Regulations. When you apply for a transfer of current year subscriptions from a Cash ISA to a Stocks and Shares ISA, the subscriptions will be treated as if they were made to the Stocks and Shares ISA.

## Section 6 Account investments

**6.1** Your Account includes your Account Investments and all income and other rights and proceeds relating to the Account Investments and any tax reclaimed on your behalf by us which have been received by us. Dividends, tax reclaimed and other income on Account Investments that we collect will be credited to your Account as soon as is practicable. We will not be responsible for any loss of interest due to any delay outside our control in crediting any income received to your Account.

**6.2** You can only invest in Qualifying Investments for a Stocks and Shares ISA.

**6.3** Account Investments will be registered in the name of the Nominee, and as such will be held in trust for you. You will therefore retain beneficial ownership (and you must do so under the Regulations). The Account Investments cannot be used as security for a loan. Documents evidencing title to your Account Investments will also be held in the name of the Nominee.

**6.4** Should you wish to receive annual reports and accounts, attend company annual or general meetings, or exercise voting rights in respect of investments held in your Selftrade ISA, you should contact us on each occurrence to request this. We may charge an administration fee for these services and details of our current charges are in our Price List.

**6.5** Client money will be held in accordance with the Regulations and the FSA Client Money Rules, which require us to hold it in a client bank account, segregating your funds from ours, at a bank approved by the FSA. Funds will be held in sterling by Selftrade in a pooled client deposit account at a credit institution being a UK bank or a European Bank such as Boursorama, Société Générale or any other European bank which is a part of our Group which is designated as an ISA. This means that in the event of default by the bank and any unreconciled shortfall in the money held in the account, you may share proportionately in that shortfall. Under the Regulations any interest paid will be subject to a non-reclaimable flat rate charge imposed by HM Revenue & Customs, which Selftrade will collect and send to HM Revenue & Customs. Details of the current interest rate payable by us are available in our Price List.

**6.6** Interest will be paid on the cleared cash balance in your Account and credited to your Account in accordance with Section 8.10 of the General Terms and Conditions.

**6.7** The Selftrade ISA does not meet the Government's CAT (charges, access and terms) standards.

**6.8** All dividends, tax reclaims and interest relating to the Account Investments will be paid into and be retained within the Account. The principal purpose of having this Account is to hold Investments. You must decide when and if to reinvest any cash balances. Our usual dealing fees and charges, as set out in our Price List will apply if you reinvest. HM Revenue & Customs will not allow cash to remain uninvested in an Account indefinitely.

## Section 7 Withdrawals

**7.1** At your request made in writing to us in accordance with section 6.3 of the General Terms and Conditions, all or part of the Account Investments held in a Selftrade ISA and proceeds arising from the Account Investments may be transferred or paid to you. We will do all we can to make the transfers and payments as soon as reasonably practicable after we receive your instructions.

**7.2** Regardless of the number of withdrawals you have made, you cannot make any further subscriptions to your Selftrade ISA once you have reached the annual ISA subscription limit for the current Tax Year.

**7.3** Withdrawals may be subject to the payment of a charge, current details of which are available in our Price List.

## Section 8 Closing your Selftrade ISA

**8.1** We can close your Account at any time by giving you at least 30 days notice in accordance with section 6.3 of the General Terms and Conditions.

**8.2** You can close your Account at any time by giving us notice in accordance with section 6.3 of the General Terms and Conditions.

**8.3** If we or you close your Account, we will give you certain options and charges may apply, details of which are available in our Price List. We will, in accordance with your instructions:

- sell the investments and pay to you the net sale proceeds and any other cash we are holding for you in the Account (less any fees, charges and other money you owe us)
- transfer all or part of the Account Investments (less any fees, charges or other money you owe us) to another ISA manager in accordance with the Regulations; or
- arrange for the transfer and/or payment to you of the Account Investments.

We will do all we can to make such transfers and payments as soon as reasonably practicable after we receive your instructions. Further information is available on our website.

**8.4** We will complete any transactions we have started before we receive your notice.

**8.5** We can also close or suspend your Account in the circumstances described in Section 10.3 of the General Terms and Conditions.

**8.6** If you fail to comply with any of the Regulations relating to an ISA, you may lose the ISA tax benefits and the Account may become void. We will inform you if, by reason of failure to satisfy the provisions of the Regulations, this has happened.

**8.7** We may, without your prior authorisation, dispose of any Account Investments held within the Selftrade ISA in order to return any tax credits that you are not entitled to HM Revenue & Customs. If the Account is made void, we will transfer the Account Investments to your dealing account.

**8.8** Under the Regulations the tax efficiency of the ISA may be affected if you transfer your Selftrade ISA to a third party which is not an ISA provider.

**8.9** When your Account is closed we may deduct any fees, charges or other amounts due to us, and any tax liabilities arising in respect of the Account from the Account Investments to be transferred to you.

**8.10** Your Selftrade ISA will automatically terminate on your death and tax benefits will cease. The rights to your Selftrade ISA vest in your estate on your death. We will deal with the Account Investments as instructed by your executors personal representatives who must arrange to provide us with such documentary evidence as we reasonably require.

**8.11** If, when you subscribe to an Account, the Regulations permit us to merge the investments of previous ISA subscriptions belonging to you with those of this Account (whether purely for administrative purposes or otherwise), then these Terms and Conditions will apply to all those Investments for all purposes for which the Regulations permit such a merger.

## Section 9 Other matters

### Our responsibilities to you

**9.1** The Account Manager is not responsible for any loss you may suffer caused by a fall in the value of Account Investments.

**9.2** To the extent permitted by the FSA Rules, the Account Manager accepts no responsibility for the Account Investments in your Account (nor for assets and cash transferred to your Account if an ISA is transferred to us from an existing ISA Manager) until we receive cleared funds or investments transferred, nor for any loss suffered due to any delay in the payment or transfer of funds or investments to the Account Manager.

**9.3** Please read carefully sections 11.6 to 11.15 of the General Terms and Conditions which set out our responsibilities to you and explain which matters we will not be responsible for.

**9.4** In the case of an ISA transfer to a Selftrade ISA, you must ensure that the existing ISA Manager complies with the transfer instructions given by the Account Manager.

### Funding Your Account

**9.5** You must ensure that there are sufficient funds in your Account to pay any tax liability incurred and any fees, charges and expenses which may be due to us. Any charges, fees or expenses collected by us from the Account may reduce the tax benefits available to you.

### Our rights when you owe us money and our rights to close your account

**9.6** Please read carefully sections 8.11, 10.3 and 10.7 of the General Terms and Conditions which set out our rights when you owe us money and our right to close your Account in certain circumstances and also to take steps to recover any outstanding sums due to us, including a right to sell the Account Investments.

These Supplemental Terms and Conditions are binding on each of the Member and the Trustee and Administrator.

### Section 1 What the words and phrases in bold type mean

In these Supplemental Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases set out in section 1 of the General Terms and Conditions also apply.

**Account** – a Selftrade SIPP Dealing Account governed by these Supplemental Terms and Conditions;

**Account Investments** – shares, cash and any other Investments held in an Account subject to clause 5.4;

**Administrator** – the person(s) responsible for the maintenance and running of the SIPP. The SIPP administrator is responsible to HM Revenue & Customs for the operation of the SIPP in accordance with the Pension Scheme Rules and Regulations. The Administrator may be the same person as the Trustee;

**you, your, Member** – the individual who has beneficial ownership of pension assets belonging to the SIPP who has opened the Account;

**Operator** – the Trustee or Administrator of your SIPP as appropriate under the terms of your SIPP;

**Pension Scheme Rules** – any statutory provisions, regulatory requirements and the specific rules of the relevant SIPP from time to time in force;

**Regulations** – the SIPP Regulations and any relevant guidance issued by HM Revenue & Customs, as amended and from time to time in force;

**SIPP** – means a Self Invested Personal Pension Scheme within the meaning of the Regulations;

**Terms and Conditions** – the General Terms and Conditions, these Supplemental Terms and Conditions, the Application Form and any other document referred to in any of them;

**Trustee** – the legal owner of the assets in the SIPP, which it holds until benefits are paid out;

**we, us, our, Selftrade** – Selftrade, which is a trading name of Talos Securities Limited.

### Section 2 Provision of services

**2.1** Unless these Supplemental Terms and Conditions state that the General Terms and Conditions do not apply or they contain a different provision, our General Terms and Conditions will apply to any dealings in investments held in the Account. Should the General Terms and Conditions conflict with these Supplemental Terms and Conditions, these Supplemental Terms and Conditions shall apply.

**2.2** You are reminded that we provide an execution-only service and the decision to buy or sell securities through the Account is yours. We do not provide any investment or pension advice. Should you have any queries, either in respect of specific investments or whether a SIPP is, or continues to remain, suitable for you, we recommend that you refer them to an independent financial adviser who is authorised by the FSA to advise on such Investments.

**2.3** Complaints in respect of the Account or our services should be addressed to the Compliance Officer as set out in section 8.15 of the General Terms and Conditions. If your complaint relates to the administration of a SIPP, you should contact the Operator.

**2.4** We provide our Dealing Services to enable you as the Member to buy or sell investments through the Account. We are not responsible for the maintenance and running of the SIPP, which is the responsibility of the Operator in accordance with the Pension Scheme Rules and the Regulations.

**2.5** For the purposes of the FSA Rules, the Trustee, and not the Member, will be treated as our client and will be classified as a Retail Client in respect of the Account. The Trustee may not necessarily have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme.

### Section 3 Your application

**3.1** You must be aged 18 or over.

**3.2** You must be eligible to hold a SIPP and you must have earnings in respect of which contributions to a SIPP can be made, in accordance with the Regulations. In addition, you must have established a SIPP under the terms of which an Account may be operated.

**3.3** The Trustee acting on behalf of the Member will act as trustee and legal owner of the Account Investments.

**3.4** In order to open an Account, the Member and the Trustee and if separate the Administrator must complete an Application Form in full and return by post.

**3.5** The Account will be subject to the conditions set out in the Terms and Conditions and to the Regulations.

**3.6** Your Account will be opened when your application is accepted by us. We have the right to reject any application without specifying the reason for doing so.

### Your right to cancel

**3.7** You have the right to cancel your Account within 14 days after the day on which we accept your application to open the Account. In order to cancel your Account both you and the Trustee must send us written notice in accordance with section 6.3 of the General Terms and Conditions. If you cancel we will in accordance with written instructions given by the Trustee pursuant to section 6.3 of these General Terms and Conditions:

- return to the Trustee any payments we have received for the Account;
- sell any Investments already purchased and pay to the Trustee the net sale proceeds and any other cash we are holding in the Account; and/or
- arrange for the transfer and/or payment to the Trustee of the Account Investments.

Our charges that may apply if you cancel your Account are set out in our Price List.

### Section 4 Instructions to Selftrade

**4.1** The Trustee agrees to give dealing authority to the Member and instructions in respect of dealing and corporate actions will only be accepted from the Member. In the event of the Member's death, this authority will pass to the Trustee once such documentary evidence of death as we require has been received from the Trustee. The Member is responsible for ensuring that orders and instructions are given to us in accordance with the Pension Scheme Rules.

**4.2** We will only accept instructions to transfer funds to and from the Account from the Trustee. Any instructions received to transfer funds will be treated as acceptable by the Member.

### Section 5 Account investments

**5.1** Investments will be held in the name of the Nominee on trust on behalf of the Trustee.

**5.2** We are authorised by the Member, the Trustee and Administrator, to hold monies in the Account. Please see sections 8.9 and 8.10 of the General Terms and Conditions.

**5.3** Subject to any powers or rights of the Trustee and/or Administrator or under the Pension Scheme Rules or the Regulations, the Member has sole responsibility for making investment decisions in respect of the Account and must make any purchases or sales of Investments in accordance with the Regulations.

**5.4** Only Investments permitted under the Regulations may be held in the Account. However, we may not permit certain investments (which are otherwise permitted Investments under the Regulations) to be held in the Account.

**5.5** Contract notes and statements will be provided to the Member in accordance with section 5.14 of the General Terms and Conditions. We may also provide details of transactions and corporate actions to the Trustee if requested. A fee may be charged for this service and details of our current charges are available in our Price List. Please also see section 9 of the General Terms and Conditions. Other communications sent by us relating to the Account will be sent in accordance with Section 6 of the General Terms and Conditions but will be sent to each of the Member and the Trustee.

### Section 6 Our responsibilities to you

**6.1** We are not responsible for any loss suffered in the value of the Account caused by a fall in the value of Account Investments.

**6.2** We are not responsible for any loss caused by a breach of the Regulations arising from the Member's instructions to purchase inappropriate Investments for the Account or to make purchases which do not meet the requirements of the Regulations.

**6.3** Please read carefully sections 11.6 to 11.15 of the General Terms and Conditions which set out our responsibilities to you and explain which matters we will not be responsible for.

**Our Rights**

**6.4** Please read carefully sections 8.11, 10.3 and 10.7 of the General Terms and Conditions which set out our rights where you owe us money and our rights to close the Account in certain circumstances and also to take steps to recover any outstanding sums due to us, including a right to sell the Account Investments.

**Section 7 Closing your Account**

**7.1** Section 10 of the General Terms and Conditions will apply except that:

- a. if you wish to close your Account under section 10.1 notice must be given to us by both you and the Trustee; and
- b. if your Account is closed, we will as soon as reasonably practicable arrange for the delivery of the Account Investments in accordance with instructions given by the Trustee.

### Section 1 What the words and phrases in bold type mean

In these Supplemental Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases set out in section 1 of the General Terms and Conditions also apply.

**Account Investments** – shares, cash and other Investments held in the Account;

**Available cash balance** – the cash balance in your Account which is the total of cleared funds credited to the Account and uncleared funds awaiting settlement in respect of Investments we have sold for you;

**Child** – a person under the age of 18 in whose name the CTF is held;

**CTF Account** – Child Trust Fund which is an investment Account arranged for a child in accordance with the CTF Regulations under terms agreed between the CTF Provider and the Registered Contact;

**CTF Regulations** – the Child Trust Funds Regulations;

**Non-Stakeholder CTF** – a CTF that is not a Stakeholder CTF, such as a Self-Select CTF or a Shares CTF;

**Parental Responsibility** - under general law parents who are married to each other will each have parental responsibility for a CTF. Where parents are not married the mother will automatically have parental responsibility, as will the father if:

- he is registered on the Child's birth certificate; or
- parents agree by means of a parental responsibility agreement; or
- a court so orders.

Other individuals who will have Parental Responsibility will include adoptive parents, a step-parent under a parental responsibility agreement, testamentary or special guardians and a person with whom a child is living under a residence order;

**Provider, Account Provider** – a company or person fulfilling the conditions of the CTF Regulations and approved by the Board of HM Revenue & Customs as such;

**Qualifying Investments** – qualifying Investments for an Account as defined in the CTF Regulations;

**Registered Contact, you, your** – the person with Parental Responsibility and who will be responsible for managing the CTF until the Child reaches 16 or the Child if they are 16 or over and have applied to be the Registered Contact;

**Stakeholder CTF** – a Stakeholder CTF under the CTF Regulations;

**Subscription Year** – the first Subscription Year starts the day the CTF is opened and ends on the day before the Child's next birthday. The next Subscription Years start on the Child's birthday and end on the day before the next birthday. In any year where the CTF closes (due to death or terminal illness of the Child, or the Child's 18th birthday), the Subscription Year ends when the CTF closes;

**Terms and Conditions** – the General Terms and Conditions, these Supplemental Terms and Conditions, the Application Form and any other document referred to in them;

**Trade Date** – for an Index Tracking Stakeholder CTF, the date on which we will automatically purchase the specified Stakeholder CTF investment, which is the date specified in the CTF section of our website, except where that day falls on a day that is not a Business Day when the investment will be made on the next Business Day;

- for a Self-Select Shares CTF, the date on which your sale or purchase instruction is executed, as set out in our website;

**we, us, our, ourselves, Selftrade** – Selftrade which is a trading name of Talos Securities Limited.

### Section 2 Provision of services

**2.1** Unless these Supplemental Terms and Conditions state that the General Terms and Conditions do not apply or they contain a different provision, our General Terms and Conditions will apply in relation to any dealings in investments held in your CTF. Should the General Terms and Conditions conflict with these Supplemental Terms and Conditions, these Supplemental Terms and Conditions will apply.

**2.2** In the case of a Non-Stakeholder CTF you are reminded that we provide an execution-only service and the decision to buy or sell Qualifying Investments through your CTF is your responsibility. You are responsible for making all investment decisions regarding your CTF. Should you have any queries in respect of Qualifying Investments we recommend that you refer them to an independent financial adviser who is authorised by the FSA to advise on such Investments.

**2.3** Complaints in respect of your Account or our services should be addressed to the Compliance Officer as set out in section 8.15 of the General Terms and Conditions.

### Section 3 Your application

**3.1** An application to open a Selftrade CTF must be made on a CTF Application Form, which must be completed in full.

**3.2** Your Account will be subject to the conditions specified in these Terms and Conditions and to the CTF Regulations.

**3.3** We reserve the right to refuse your application for a CTF if we believe that any information provided by you is incorrect or if we believe that your application is not eligible.

**3.4** You must provide us with the information referred to as mandatory on our Application Form. Your failure to do so will result in a delay in processing your application for a CTF.

**3.5** Your Account will be opened when your application is accepted by us, your CTF voucher has been received and the cancellation period has expired (see section 9 below). Accounts which have been transferred from another Provider will be open once we have accepted your transfer application, the cancellation period has expired and we have the transfer cheque and, if applicable, any transfer form from your existing Provider.

### Section 4 Investing in your CTF

**4.1** You must be aged 16 or over.

**4.2** The Child in whose name the CTF is to be held must be eligible to hold a CTF under the CTF Regulations.

**4.3** To be eligible for a Selftrade CTF, the Child in whose name the CTF is to be held must not already hold a CTF with another CTF Provider, unless that CTF is being transferred to Selftrade.

**4.4** In accordance with the CTF Regulations, payments up to HM Revenue & Customs CTF limits may be made in each Subscription Year. Details of the current CTF limits are available on our website. If the amounts you subscribe in any Subscription Year exceed the maximum subscription limit, the excess funds will be paid into a feeder account, which is linked to, but outside, your CTF. The feeder Account is described in Section 6. Subject to the above conditions, payments of any amount may be made at any time, although each individual payment may not be less than £10 and all payments must be in sterling.

**4.5** We may delegate any of our administrative functions and responsibilities to a third party. If we do so, we will satisfy ourselves that such third party is competent to carry out the delegated functions and/or responsibilities. We will remain responsible for the operation of your CTF.

**4.6** Selftrade will purchase Qualifying Investments using the Available cash balance in the Account on the Trade Date.

### Section 5 Stakeholder and non-stakeholder services

**5.1** Your CTF can be either a Stakeholder CTF or a Non-Stakeholder CTF.

**5.2** Where you choose a Stakeholder CTF, it will, unless you instruct us to the contrary, be subject to certain requirements in respect of what is termed "lifestyling". The aim of lifestyling is to provide an investment strategy that maintains long term growth whilst offering some protection from any adverse market movements in the latter stages of the term of the CTF. This is achieved by moving a proportion of the CTF fund from shares to lower risk investments in stages, commencing on the Child's 13th birthday and ending on the Child's 17th birthday.

**5.3** In the case of Stakeholder CTFs, any cash in the CTF in excess of the amount shown on our website will generally be invested on a monthly basis by an automatic process.

**5.4** Where you choose a Non-Stakeholder CTF you may choose when and where to invest the Qualifying Investments.

### Section 6 Feeder account

**6.1** When a CTF is opened, a linked feeder Account is also opened separate to the CTF.

**6.2** Money will be held in the feeder Account if:

- the HM Revenue & Customs subscription limit has been reached in any Subscription Year in which case we will transfer funds in the feeder Account to the CTF before the end of the next Subscription Year where there is any unused allowance; or
- money is paid in before the CTF has been opened in which case we will transfer funds to the CTF on the Business Day after the Business Day on which the Account is opened;
- money is paid by a person other than the Registered Contact in which case we will transfer these funds to the CTF on the Business Day after the Business Day on which cleared funds have been received provided there is sufficient unused allowance.

## Section 7 Transferring a CTF

**7.1** You may apply to transfer your Selftrade CTF to another Provider. Once we have accepted your application we will use all reasonable efforts to complete the transfer within 30 days after receiving a valid instruction from the new Provider. Selftrade will not be responsible for any delay caused by another Provider.

**7.2** You may apply to change your Selftrade CTF from a Stakeholder CTF to a Non-Stakeholder CTF or from a Non-Stakeholder CTF to a Stakeholder CTF. The transfer will be completed within 30 days after we have accepted your application.

**7.3** All transfers of CTF accounts to us will be free of charge, other than stamp duty and any other dealing costs connected with the sale or purchase of Account Investments.

## Section 8 Account investments

**8.1** Your Account includes your Account Investments and all income and other rights and proceeds relating to the Account Investments and any tax reclaimed on your behalf by us which we have received. Dividends, tax reclaimed and other income on Account Investments that we collect on your behalf will be credited to your Account as soon as is practicable. We will not be responsible for any loss of interest due to any delay outside our control.

**8.2** You may only invest in Qualifying Investments.

**8.3** Account Investments will be registered in the name of the Nominee and as such will be held on trust. The Child will be the beneficial owner of the Account Investments. The Account Investments cannot be used as security for a loan. Documents evidencing title to your Account Investments will also be held in the name of the Nominee.

**8.4** Should you wish to receive annual reports and accounts, attend company annual or general meetings, or exercise voting rights in respect of Account Investments you should contact us on each occurrence to request this. A separate administration charge may be made for these services and where this applies details of the current charge are given in our Price List.

**8.5** Any cash balance in the Account will be held in accordance with the CTF Regulations and the FSA Client Money Rules, which require us to hold it in a client account, segregating your funds from ours at a bank approved by the FSA. CTF funds will be held in sterling by us in a pooled client deposit account at a credit institution being a European bank such as Boursorama, Société Générale or any other European bank which is part of our group. This means that in the event of default by the bank and any unreconciled shortfall in the money held in the account, you may share proportionately in that shortfall.

**8.6** Please see section 8.10 of the General Terms and Conditions which provides for us to pay interest on the cash balance held in your Account.

## Section 9 Cancellation and withdrawals

**9.1** You have the right to cancel a CTF application, including a request to transfer from another Provider, within 14 days after the day on which we accept your completed application. During this period, any voucher and any additional subscription will be held by us. You can cancel the Account by writing to us. If you cancel we will return any payments we have received. If you do not cancel, provided we have received a valid application, at the end of the cancellation period we will open the CTF as described in section 3.5 above.

**9.2** Withdrawals from an Account before the date on which the Child attains the age of 18 years may only be made:

- a. by us, in our capacity as the Account Provider, to settle any fees and administrative charges, which are properly due to us. Details of our current fees and charges which apply are set out in our Price List;
- b. where we, in our capacity as the Account Provider are satisfied that the Child has died or is suffering from terminal illness under that age. We will deal with the Account Investments as instructed by the Child's executors or personal representatives who must provide us with such documentary evidence as we reasonably require.

## Section 10 Closing of a CTF

**10.1** If you fail to comply with any of the CTF Regulations, the Account may become void. We will inform you if, this happens.

**10.2** If the Account is made void you and we are required to take whatever steps that may be necessary to remedy a breach of the CTF Regulations.

**10.3** Where the Child has never been an eligible child, or the Child already has a CTF, the Account is automatically void.

**10.4** If the CTF is made void and this cannot be remedied, we will close the Account notify you and deliver the Account Investments to you in accordance with your written instructions given as provided in Section 6.3 of the General Terms and Conditions.

**10.5** In the event of the Child's death, the CTF will terminate and all rights to the CTF will vest in his or her estate.

**10.6** When the Child reaches the age of 18, the Child may withdraw money from the Account or close the Account and we will deliver the Account Investments in accordance with the Child's written instructions given as provided in Section 6.3 of the General Terms and Conditions.

**10.7** When the Account is closed, in our capacity as the Account Provider, we may deduct any charges or other amounts due to us, any tax liabilities in respect of the Account and any reasonable additional expenses incurred in closing the Account as detailed in our Price List.

**10.8** Section 10 of the General Terms and Conditions (closing your Account) will not apply.

## Section 11 Other matters

### Our Responsibilities

**11.1** We are not responsible for any loss you may suffer caused by a fall in the value of Account Investments.

**11.2** To the extent permitted by the CTF Regulations, Selftrade accepts no responsibility for the Account Investments in your CTF until cleared funds are received, nor for any loss suffered due to any delay caused in the payment or transfer of funds to Selftrade. Where a CTF is transferred from an existing CTF Provider Selftrade will only be responsible for the funds and investments in the CTF once cleared funds and investments have been received from the existing CTF Provider.

**11.3** Please read carefully sections 11.6 to 11.15 of the General Terms and Conditions which set out our responsibilities to you and explain which matters we will not be responsible for.

**11.4** Section 8.11 of the General Terms and Conditions giving us certain rights where we are owed money will not apply.

**11.5** Your CTF will be administered in accordance with the CTF Regulations, which if there is any conflict take precedence over these Terms and Conditions.

**11.6** If you want to change the Registered Contact you must send us written notice in accordance with section 6.3 of the General Terms and Conditions and a new Application Form signed by the person who is to act as the new Registered Contact.

## 2D Fund Packages Investment Service Terms and Conditions

### Section 1 What the words and phrases in bold type mean

In these Supplemental Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in Section 1 of the General Terms and Conditions also apply.

**Available cash balance** – the cash balance in your Account which is the total of cleared funds credited to the Account and uncleared funds awaiting settlement in respect of Investments we have sold for you;

**Available Investment** – one of the Investments available for investment through the Fund Packages Investment Service, as available from time to time;

**Constituent Fund** – a constituent fund of one of the Fund Packages available through the Fund Packages Investment Service;

**Fund** – includes an OEIC or a unit trust;

**Fund Package** – a package of funds available for purchase through the Fund Packages Investment Service. Each Constituent Fund has a pre-defined percentage allocation within the Package;

**Fund Packages Investment Service** – the service described in these Supplemental Terms and Conditions;

**Regular Investment Amount** – the amount invested or to be invested in an Available Investment within an Account each month which includes our fees and charges;

**Terms and Conditions** – the General Terms and Conditions, these Supplemental Terms and Conditions, and any Supplemental Terms and Conditions that apply to the Account for which you use the Fund Packages Investment Service, the Fund Packages Investment Service Application Form and any other documents referred to in any of them;

**Trade Date** – the date on which Investments made through the Fund Packages Investment Service are purchased. This date is specified on our website for both monthly and other payment intervals except where that day falls on a day that is not a Business Day, when Investments will be made on the next Business Day.

### Section 2 Provision of the Fund Packages Investment Service

**2.1** If the General Terms and Conditions or the Supplemental Terms and Conditions which apply to your Account conflict with these Supplemental Terms and Conditions, these Supplemental Terms and Conditions shall apply with respect to this Fund Packages Investment Service.

**2.2** These Terms and Conditions apply as soon as your Fund Packages Investment Service application is accepted by us. We reserve the right to reject any application without having to specify a reason.

**2.3** The Fund Packages Investment Service is a monthly investment service offered by Selftrade for use in conjunction with Accounts as described in the Services section of our website, whereby you can select from Available Investments, for purchase into those Accounts, full details of which are in the Services section of our website.

If you require printed copies of any of the information on our website about the Fund Packages Investment Services, please contact us on 0845 0700 720. Charges may apply to the provision of printed copies and, where applicable, details of our current charges are in our Price List. You are reminded that, if investing in a Selftrade ISA, you may only invest in Qualifying Investments for Stocks and Shares ISAs. It is possible that some Available Investments may not be available for purchase within your Selftrade ISA or SIPP or CTF Account.

**2.4** When you use the Fund Packages Investment Service, we will automatically invest a Regular Investment Amount specified by you, in the Available Investment(s) of your choice each month, until such time as:

- you or we cancel or withdraw your use of the Fund Packages Investment Services in accordance with sections 6.2, 6.3, 6.6 or 6.8, or
- your Account is closed in accordance with our Terms and Conditions.

Section 3.1 contains details of the minimum Regular Investment Amount that applies and section 4.1 explains what happens if there are insufficient funds in your Account. Please note that our charges and dealing fees will be deducted by us from the Regular Investment Amount before it is invested as instructed by you (see section 5 for more details).

**2.5** You are reminded that we provide an execution-only service and the decision to invest in a Fund Package or other Available Investment is yours. We do not provide investment advice nor manage investments. If you are unsure about the suitability of an investment, including a Fund Package or other Available Investment, we recommend that you seek advice from an independent financial adviser authorised by the FSA.

**2.6** Selftrade, is not recommending you to invest in the Available Investments or, in the case of Fund Packages, in the Constituent Funds.

**2.7** Please read carefully sections 3.5 to 3.12 of our General Terms and Conditions which describe the risks of buying and selling investments.

**2.8** You are solely responsible for deciding:

- whether to invest or to continue to invest using this Fund Packages Investment Service;
- in which Available Investments to invest or to continue to invest; and
- whether to continue to hold those investments or, in the case of a Fund Package, the Constituent Funds.

**2.9** We may add new Fund Packages and other investments to the range of Available Investments from time to time. We do not have to notify you directly if and when new Available Investments become available. Details will be published on our website.

**2.10** The Fund Packages Investment Service requires active involvement on your part. It is important that you monitor and review your investments and other options (see section 2.9) regularly to assess whether your investments remain appropriate for your needs and objectives. It is generally accepted that funds should be considered medium to long term investments. However, some investments, including funds, may be more suitable than others as long term investments. Additions to the range of Available Investments may represent better opportunities than those offered previously depending on your objectives and financial situation. You should check our website for available options from time to time.

### Section 3 Dealing

**3.1** A minimum Regular Investment Amount applies and details of the current minimum amount are published on our website. Over and above this minimum amount, you decide your Regular Investment Amount.

**3.2** When you invest in a Fund Package, you are investing in the Constituent Funds according to the allocations stipulated for that Fund Package. Your cash investment is apportioned accordingly and separate trades are placed for each Constituent Fund. You will receive a separate contract note for each trade in accordance with section 5.14 of the General Terms and Conditions. The funds will be listed individually within your portfolio, where there will be no reference to the Fund Package. Constituent Funds can be sold as individual funds only, not in Fund Packages.

**3.3** Selftrade purchases Available Investments under the Fund Packages Investment Service on the Trade Date, except where that day falls on a day which is not a Business Day when, Investments will be purchased on the next Business Day.

**3.4** Your Fund Packages Investment Service order(s) will be aggregated with other customers' Fund Packages Investment Service orders for the same Available Investments. Available Investments, other than funds or Fund Packages, will be allocated to your Account within 1 Business Day of the transaction. Funds, including those purchased as part of a Fund Package, will be allocated to your Account within 1 Business Day of our receipt of the relevant trade confirmation(s) from the fund provider(s) involved. This will normally be within 4 Business Days of the Trade Date.

### Section 4 Funding your account

**4.1** In order to ensure that an Investment is made through this Fund Packages Investment Service on your behalf in any one month, you must ensure that the Available cash balance in your Account within which you wish to invest as at 10.00 pm on the Business Day prior to the Trade Date is sufficient to cover the Regular Investment Amount that you have indicated on your Fund Packages Investment Service Application Form or which you have previously notified to us in accordance with section 6.9. In the event that the Available cash balance in your Account on the Trade Date is less than the total of the Regular Investment Amount, we will not purchase Available Investments for you for that Account. If we are unable to make Investments on your behalf for 3 consecutive months as a result of there being insufficient available cash in your Account on the Trade Date, we may stop your use of the Fund Packages Investment Service in conjunction with the Account and we may also stop your use of the Service in conjunction with any of your other Accounts. You are reminded that our charges and dealing fee will be deducted from the Regular Investment Amount before it is invested.

**4.2** We will not earmark the Regular Investment Amount from the Available cash balance in your Account on the Trade Date to prevent the money being used for other purposes. You must ensure that the total of the Regular Investment Amount that you have told us to invest remains available in your Account at the Trade Date. In the event that the cash balance of your Account becomes overdrawn following the allocation of Available Investments to the Account, as a result of your having bought other investments, we will treat your Fund Packages Investment Service order as received first. In such circumstances we may sell other Investments in the Account sufficient to clear the overdrawn balance. We may charge you for this sale. Our rights set out in section 8.11 of

the General Terms and Conditions will also apply. We may also, in such circumstances, stop your use of the Fund Packages Investment Service in conjunction with that Account or your other Accounts.

**4.3** Where applicable to your Account and subject to sections 4.4 and 4.5, you may instruct us to draw a regular monthly payment from your nominated bank account using the Direct Debit Instruction linked to that account. You can arrange for the regular payment by completing a Direct Debit form, which you can download from our website or which can be provided by us on request. The amount that you enter on the form will replace any regular payment instructions that are already in operation in relation to the Direct Debit facility.

**4.4** Where you are investing into a Selftrade ISA, you are responsible for ensuring that you do not pay into the Account more money than the maximum subscription in any one tax year for the type of ISA that you hold with us.

**4.5** Where you are investing into a Selftrade SIPP dealing account, you will need to contact the Trustee to arrange for sufficient cash to be made available in your Account. We cannot arrange such funding on your behalf.

## Section 5 Charges

**5.1** Purchases made through this Fund Packages Investment Service are subject to our Fund Packages Investment Service dealing fee and charges as specified in our Price List. Charges and commissions are subject to change, in accordance with section 9.1 of our General Terms and Conditions.

**5.2** In order to ensure that your cash is invested according to the allocations stipulated for your chosen Fund Package, our dealing fees are accounted for before calculating how much to invest in each of the Constituent Funds.

**5.3** The Fund Packages Investment Service dealing fee applies only to purchases. Sales of Investments purchased through the Fund Packages Investment Service are subject to our standard dealing fee(s), as specified in our Price List.

**5.4** Our dealing fee applied to each purchase will be shown on your contract note.

## Section 6 Applications, termination and variations

**6.1** We will do all we can to process Application Forms as soon as practicable after we receive them. If we receive your Fund Packages Investment Service Application Form less than 7 calendar days before a Trade Date, an Investment may not be made on your behalf on that Trade Date and will be made on the next Trade Date.

**6.2** You have the right to cancel your application for the Fund Packages Investment Service within 14 days after the day on which we accept your application by sending us written notice in accordance with section 6.3 of the General Terms and Conditions. If your notice is received less than 7 calendar days before a Trade Date it may not be processed in time to ensure that an Investment is not made on your behalf on that Trade Date. Any charges that may apply if you cancel are set out in our Price List.

**6.3** We have the right, at any time by giving at least 30 days' notice to you, either in writing or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions:

- to withdraw this Fund Packages Investment Service for any reason;
- to terminate your use of this Fund Packages Investment Service with your Accounts specified in the notice, for instance in the circumstances described in sections 4.1 and 4.2; or
- to withdraw from the Fund Packages Investment Service any Available Investment in which you are registered to invest;

and any such changes will take effect after the period stated in the notice to you.

**6.4** We can at any time withdraw from the Fund Packages Investment Service any Available Investment in which you are not registered to invest without giving notice to you.

**6.5** If we withdraw this Fund Packages Investment Service or we withdraw from this Fund Packages Investment Service an Available Investment in which you have invested, you will retain the Available Investment, or in the case of a Fund Package, the underlying Constituent Funds, until such time as you instruct us to sell it or them.

**6.6** You may stop your use of this Fund Packages Investment Service with an Account at any time by giving notice to us either in writing or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions. We will do all we can to process your instructions as soon as practicable after we receive them. If your instruction is received less than 7 calendar days before a Trade Date, it may not be processed in time to ensure that an Investment is not made on your behalf on that Trade Date.

**6.7** If you wish to resume using the Fund Packages Investment Service with any Account after you or we have stopped or withdrawn your use of the Fund Packages Investment Service, you will need to complete a new Fund Packages Investment Service Application Form.

**6.8** In the event that a Constituent Fund of a Fund Package is no longer available for Investment, for any reason, you will not be able to make any future Investment in the Fund Package concerned using the Fund Packages Investment Service. You will be notified as soon as practicable in writing or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions and an alternative Fund Package may be offered. We will only invest in an alternative Fund Package following receipt of your written instructions which you must give us as described in section 6.9. You are reminded that the decision to invest will be your own and any alternative Fund Package offered will not be a recommendation or advice from Selftrade, to you to invest in the Fund Package or any of its Constituent Funds.

**6.9** You may vary your Regular Investment Amount, your choice of Fund Package and/or the Account within which you wish to invest (except that you may only choose an Account referred to in section 2.3) by notifying us either in writing or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions, or by completing and returning to us a new Fund Packages Investment Service Application Form. We will do all we can to process your instructions or new Application Form as soon as practicable after we receive them. If your instruction or Form is received less than 7 calendar days before a Trade Date, it may not be processed in time to ensure that the variation to your previous instruction will be effected for Investments made on that Trade Date. You should be aware that we cannot adjust the allocations of the Constituent Funds within a Fund Package.

**6.10** If you instruct us to invest in a different Available Investment as described in sections 6.8 and 6.9, the change will only affect future investments. The Investments in your Account will not be sold or replaced with the new Investment or Fund Package.

## Section 7 Our responsibilities

**7.1** Please read carefully sections 11.6 to 11.15 of the General Terms and Conditions which set out our responsibilities to you and explain which matters we will not be responsible for.

### Section 1 What the words and phrases in bold type mean

In these Supplemental Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in Section 1 of the General Terms and Conditions also apply.

**Available cash balance** – the cash balance in your Account which is the total of cleared funds credited to the Account and uncleared funds awaiting settlement in respect of Investments we have sold for you;

**Available Investment** – one of the range of Investments as may be available from time to time for Investment through the Regular Investment Service and as published on our website;

**Regular Investment Amount** – the amount invested or to be invested in an Available Investment within an Account each month which includes our fees and charges;

**Regular Investment Service** – the facility to invest an amount of money in an Available Investment at regular intervals into an eligible Account, as described on our website and in these Terms and Conditions;

**Terms and Conditions** – the General Terms and Conditions, these Supplemental Terms and Conditions, and any Supplemental Terms and Conditions that apply to the Account to which the Regular Investment Service applies, the Regular Investment instruction, including the online instruction, and any other documents referred to in any of them;

**Trade Date** – the date on which Investments are purchased through the Regular Investment Service. This date is specified on our website for both monthly and other payment intervals, except where that day falls on a day that is not a Business Day, when Investments will be purchased on the next Business Day.

### Section 2 Provision of the Regular Investment Service

**2.1** If the General Terms and Conditions or the Supplemental Terms which apply to your Account conflict with these Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall apply with respect to the Regular Investment Service only.

**2.2** These Terms and Conditions apply as soon as your Regular Investment Service Application Form is accepted by us. We reserve the right to reject any application without having to specify a reason.

**2.3** The Regular Investment Service is a service offered by us in conjunction with eligible Accounts as specified on our website, which enables you to purchase Available Investments using cash available in your Account at a regular interval.

Details of the Available Investments are published on our website. If you require printed copies of any of the information, please contact us on 0845 0700 720. Charges may apply to the provision of printed copies and where applicable details of our current charges are in our Price List.

**2.4** You can use the Regular Investment Service in conjunction with an Account for which the service is available as shown on our website if you have submitted a Regular Investment Service Application Form that is accepted by us.

**2.5** You cannot use the Regular Investment Service where you are a resident of a country other than the UK. If you use the Regular Investment Service and then become a resident of any country other than the UK you must inform us and we may have to close your Account and stop your participation in the Regular Investment Service.

**2.6** If we accept your application to use the Regular Investment Service, we will, purchase Available Investment(s) on your behalf using the available cash in your Account on the Trade Date in accordance with your instructions.

**2.7** By sending your Regular Investment Application Form to us, you:

- a. agree to instruct us to arrange to purchase the Available Investments for you using the available cash, if any, in your Account, in accordance with these Terms and Conditions and authorise us and our Nominee or agents to take such administrative actions as are reasonably necessary to facilitate this;
- b. agree to instruct us to deduct from your Account the charges and fees (detailed in section 6 below) payable in respect of the Available Investments purchased for you on each occasion that we make a purchase; and
- c. confirm you are resident in the UK.

**2.8** Available Investments purchased for you under the Regular Investment Service will be held in the same way as the other investments held in your Account. Please read section 4 of the General Terms and Conditions carefully.

**2.9** In the unlikely event that there is any error made by either us or our Nominee or agents in purchasing Available Investments for you under the Regular Investment Service, you agree that we and our agent or Nominee may take any action reasonably necessary to rectify any such error.

**2.10** You are reminded that we provide an execution-only service and the decision to invest through the Regular Investment Service or in Available Investments is yours. We do not provide investment advice or manage Investments. If you are unsure about the suitability of an Investment, we recommend that you seek advice from an independent financial adviser authorised by the FSA.

**2.11** Please read carefully sections 3.5 to 3.12 of our General Terms and Conditions about the risks of buying and selling Investments.

**2.12** Selftrade is not making any recommendations that you invest in the Available Investments.

**2.13** You are solely responsible for deciding:

- whether to invest or to continue to invest using the Regular Investment Service;
- in which Available Investments to invest or to continue to invest; and
- whether to continue to hold those Investments.

### Section 3 Dealing

**3.1** A minimum Regular Investment Amount applies, details of which are published on our website. Over and above this amount you decide your Regular Investment Amount.

**3.2** Investments through the Regular Investment Service are made by Selftrade on the Trade Date.

**3.3** Available Investments will be purchased for you using the Available cash balance in your Account after deduction of a dealing charge and other applicable charges (please see section 6 below).

**3.4** All purchases will be made on an execution-only basis and you cannot specify the price or the maximum or minimum price at which the Available Investments will be purchased. It may be necessary to carry out several market transactions in order to acquire the Available Investments and the prices at which the Available Investments are purchased may therefore vary. The Available Investments will be acquired at the best price available at the time of dealing.

**3.5** All deals will be averaged with all customers receiving the same price; this aggregation may operate to your advantage or disadvantage. You will receive the highest whole number of Available Investments which can be bought with the amount you instruct us to invest, either as a fixed sum or expressed as a percentage of your available cash balance on the date of purchase. As described in section 5 below, any cash balance that cannot be used to purchase a whole share will be retained in your Account and will not be carried forward and used for the next regular investment purchase.

**3.6** A contract note will be sent to you showing the date, number, purchase price and associated costs in accordance with section 5.14 of the General Terms and Conditions. A consolidated tax certificate will be supplied in accordance with Section 5.16 of the General Terms and Conditions.

### Section 4 Funding your account

**4.1** In order to ensure that an Investment is made through this Regular Investment Service on your behalf in any one period, you must ensure that the Available cash balance in the Account within which you wish to invest as at 10.00 p.m. on the Business Day prior to the Trade Date is sufficient to cover your Regular Investment Amount or amount which you have notified to us in accordance with section 7.6 below. In the event that the Available cash balance in your Account on the Trade Date is less than the total of the Regular Investment Amount, we will not purchase Available Investments for you for that Account. If we are unable to make investments on your behalf for 3 consecutive months as a result of there being insufficient available cash in your Account on the Trade Date, we may stop your use of the Regular Investment Service in conjunction with that Account and we may also stop your use of the Service in conjunction with any of your other Accounts. You are reminded that our charges and dealing fee will be deducted from the Regular Investment Amount before it is invested.

**4.2** We will not earmark the Regular Investment Amount from the Available cash balance in your Account on the Trade Date to prevent the money being used for other purposes. You must ensure that the total of the Regular Investment Amount that you have told us to invest remains available in the Account at the Trade Date. In the event that the cash balance of your Account becomes overdrawn following the allocation of

Available Investments to the Account, as a result of your having bought other investments, we will treat your order under the Regular Investment Service as received first. In such circumstances we may sell other investments from the Account, sufficient to clear the overdrawn cash balance. We may charge you for this sale. Our rights set out in section 8.11 of the General Terms and Conditions will also apply. We may also, in such circumstances, stop your use of the Regular Investment Service in conjunction with that Account or your other Accounts.

**4.3** Where applicable to your Account and subject to sections 4.4 and 4.5, you may instruct us to draw a regular monthly payment from your nominated bank account using the Direct Debit Instruction linked to that account. You can arrange for the regular payment by completing a Direct Debit form, which you can download from our website or which can be provided by us on request. The amount that you enter on the form will replace any regular payment instructions that are already in operation in relation to the Direct Debit facility.

**4.4** Where you are investing into a Selftrade ISA, you are responsible for ensuring that you do not pay into the Account more money than the maximum subscription in any one tax year for the type of ISA that you hold with us.

**4.5** Where you are investing into a SIPP dealing account, you may need to contact the Trustee to arrange for sufficient cash to be made available in your Account. We cannot arrange such funding on your behalf.

## Section 5 Surplus cash

**5.1** Any part of the Regular Investment Amount which was insufficient to purchase a whole Available Investment, will be retained in your Account as part of your cash balance; it will not be carried forward and used for future purchases under the Regular Investment Service.

## Section 6 Charges

**6.1** Purchases made through this Regular Investment Service are subject to our Regular Investment Service dealing fee and charges as specified in our Price List. Charges and dealing fees are subject to change, in accordance with section 9.1 of the General Terms and Conditions.

**6.2** The dealing fee applied to each purchase will be shown on your contract note.

## Section 7 Applications, termination and variations

**7.1** We will do all we can to process Regular Investment Service instructions as soon as practicable after receipt by us.

**7.2** If we receive your Regular Investment instruction after 10.00 p.m. on the Business Day prior to the Trade Date, an investment will not be made on your behalf on that Trade Date, but instead will be made on the next available Trade Date.

**7.3** You have the right to cancel your application for the Regular Investment Service within 14 days after the day on which we accept your application by sending us written notice in accordance with section 6.3 of the General Terms and Conditions. If we have already arranged for the purchase of Available Investments for you before your notice is received that purchase will be binding on you. This means we may make a purchase of Available Investments for you before we receive your notice of cancellation. Any charges that may apply if you cancel are set out in our Price List.

**7.4** After we have accepted your application, we will continue to make purchases in accordance with your instructions until you stop or vary your instructions, or until the Regular Investment Service is terminated or suspended.

**7.5** We have the right, at any time by giving at least 30 days' notice to you either in writing or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions period to:

- terminate or suspend the Regular Investment Service for any reason;
- withdraw the availability of the Regular Investment Service from any Account and cancel any existing instructions you have in place in respect of the Account specified in the notice; and
- withdraw from the Regular Investment Service any Available Investment in which you are registered to invest;

and these charges will take effect after such period as may be specified in the notice.

**7.6** You may vary the Regular Investment Amount or stop using the Regular Investment Service with an Account or as regards any Available Investment at any time by giving notice to us, either in writing, or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions. We will do all we can to process your instructions as soon as practicable after we receive them.

**7.7** Where you vary your instructions or stop using the Regular Investment Service or we stop your use of it under sections 7.5 or 7.6, if we have already arranged for the purchase of Available Investments for you before your instructions are processed or our notice takes effect, that purchase will be binding on you. This means that we may make a purchase of Available Investments for you after we have received your instructions.

**7.8** If you wish to resume using the Regular Investment Service after you or we have terminated your use of the Service, you will need to complete a new Regular Investment Service Application Form.

**7.9** If all of your Account(s) used with the Regular Investment Service are closed, your use of the Regular Investment Service as described in section 7.5 will stop.

## Section 8 Our responsibilities

**8.1** Please read carefully sections 11.6 to 11.15 of the General Terms and Conditions which set out our responsibilities to you and explain which matters we will not be responsible for.

### Section 1 What the words and phrases in bold type mean

In these Supplemental Terms and Conditions the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in Section 1 of the General Terms and Conditions also apply.

**Available cash balance** – the cash balance in your Account which is the total of cleared funds credited to the Account and uncleared funds awaiting settlement in respect of Investments we have sold for you;

**Dividend Reinvestment Service** – the facility to re-invest dividend income from Investments held in eligible Accounts in the purchase of additional Investments in the same companies, as described in these Supplemental Terms and Conditions;

**Investments** – a specified range of investments for which dividend reinvestment is available, from time to time as published on our website;

**Purchase Date** – the date on which Investments are purchased;

**Purchased Investments** – the Investments purchased by us for your Account under the terms of this Service;

**Terms and Conditions** – the General Terms and Conditions, these Supplemental Terms and Conditions and any Supplemental Terms and Conditions that apply to the Account to which the Dividend Reinvestment Service applies, the Dividend Reinvestment Application Form, including the online application, and any other documents referred to in any of them.

### Section 2 Provision of the Dividend Reinvestment Service

**2.1** If the General Terms and Conditions or the Supplemental Terms and Conditions which apply to your Account conflict with these Supplemental Terms and Conditions, these Supplemental Terms and Conditions shall apply with respect to the Dividend Reinvestment Service only.

**2.2** These Terms and Conditions apply as soon as your Dividend Reinvestment Service instruction is accepted by us. We reserve the right to reject any application without having to specify a reason.

**2.3** The Dividend Reinvestment Service is a service offered by Selftrade, in conjunction with eligible Accounts as shown on our website, which enables you to purchase additional Investments in the same companies using the dividend income from existing holdings in the same Investments held in that Account. You may reinvest dividends from all or some of the Investments held by you.

Details of the Investments available at any time under the Dividend Reinvestment Service are published on our website. If you require printed copies of any of the information, please contact us on 0845 0700 720. Charges may apply to the provision of printed copies and, where applicable, details of our current charges are in our Price List.

**2.4** You can use the Dividend Reinvestment Service if you have an Account, described in section 2.3 which holds the Investments at the time of giving us your Dividend Reinvestment instruction and have given a reinvestment instruction that is accepted by us.

**2.5** You cannot use the Dividend Reinvestment Service where you are a resident of a country other than the UK. If you use the Dividend Reinvestment Service and then become a resident of any country other than the UK then you must inform us and we will have to terminate your use of the Dividend Reinvestment Service.

**2.6** Where we accept your Dividend Reinvestment instruction, we will, arrange for the purchase of Investments on your behalf using the cash that was credited to your Account in respect of the latest dividend payment from that Investment.

**2.7** By sending your Dividend Reinvestment Service instruction to us, you:

- a. agree to instruct us to arrange to purchase Investments for you using the cash amount representing the latest dividend from that Investment, available in your Account, in accordance with these Terms and Conditions and authorise us and our Nominee or agents to take such administrative actions as are reasonably necessary to facilitate this;
- b. agree to instruct us to deduct from your Account the charges and fees described in section 5 below payable in respect of the Investments purchased for you each time that we make a purchase; and
- c. confirm you are resident in the UK.

**2.8** Purchased Investments acquired for you under the Dividend Reinvestment Service will be held in the same way as the Investments that you currently hold in your Account. Please read section 4 of the General Terms and Conditions carefully.

**2.9** In the unlikely event that there is any error made by either us or our Nominee or agents in the number of Purchased Investments which are acquired for you under the Dividend Reinvestment Service, you agree that we and our agent or Nominee may take any action reasonably necessary to rectify any such error.

**2.10** You are reminded that we provide an execution-only service and the decision to invest using the Dividend Reinvestment Service or in Purchased Investments is yours. We do not provide investment advice or manage investments. If you are unsure about the suitability of an Investment, we recommend that you seek advice from an independent financial adviser who is authorised by the FSA.

**2.11** Please read carefully sections 3.5 to 3.12 of our General Terms and Conditions about the risks of buying and selling investments.

**2.12** Selftrade is not recommending you to invest in any of the Investments.

**2.13** You are solely responsible for deciding:

- whether to invest or to continue to invest using the Dividend Reinvestment Service;
- in which Investments to invest or to continue to invest; and
- whether to continue to hold those Investments.

### Section 3 Dealing

**3.1** A minimum investment amount may apply and details will be published on our website.

**3.2** Investments will be purchased for you on or as soon as reasonably practicable after any dividend has been credited to your Account, using the whole of the cash dividend after deduction of dealing and other applicable charges, as described in section 5 below. Purchases will generally be made within 1 Business Day after credit of the dividend to your Account but we do not promise they will be made within this period. All purchases will be made on an execution-only basis and you cannot specify the price or the maximum or minimum price at which the Investments will be purchased. It may be necessary to carry out several market transactions in order to acquire the Investments and the prices at which the Investments are purchased may therefore vary. The Investments will be acquired at the best price available at the time of dealing. The deals will be averaged with all customers receiving the same price. This aggregation may operate to your advantage or disadvantage. You will receive the highest whole number of Investments which can be bought with your available cash dividend on the date of purchase. As described in section 4.2 below, any cash dividend that is surplus will be retained in your Account and will not be carried forward for use in the next purchase made under the Dividend Reinvestment Service.

**3.3** A contract note will be sent to you showing the date, number, purchase price and associated costs in accordance with section 5.14 of the General Terms and Conditions. A consolidated tax certificate will be supplied in accordance with Section 5.16 of the General Terms and Conditions.

### Section 4 Funding your Account and surplus cash

**4.1** In order to ensure that an investment is made through this Dividend Reinvestment Service on your behalf in respect of each dividend credited to your Account you must ensure that sufficient funds remain available in your Account. In the event that the Available cash balance in your Account on the Purchase Date is insufficient to cover the purchase of at least one whole unit of the Investment, we will not purchase any Investments for that Account using that dividend. If we are unable to make purchases on your behalf for 3 consecutive occasions as a result of there being insufficient available cash in your Account on the Purchase Date, we may terminate your use of the Dividend Reinvestment Service in conjunction with that Account. You are reminded that our dealing fee and charges will be deducted from your Account before Investments are purchased.

**4.2** Any cash dividend remaining after the purchase of whole Investments will remain as part of your cash balance; it will not be carried forward for future reinvestment under the Dividend Reinvestment Service.

### Section 5 Charges

**5.1** Investments made through this Dividend Reinvestment Service are subject to our Dividend Reinvestment Service dealing fee and charges as specified in our Price List, which can be viewed on our website, together with stamp duty and commissions payable. Charges and fees are subject to change, in accordance with section 9.1 of our General Terms and Conditions.

**5.2** The dealing fee applied to each trade will be shown on your contract note.

## Section 6 Applications, termination and variations

**6.1** We will do all we can to process your instructions for the Dividend Reinvestment Service at the next dividend date after receipt by us.

**6.2** You have the right to cancel your application for the Dividend Reinvestment Service within 14 days after the day on which we accept your application by sending us written notice in accordance with section 6.3 of the General Terms and Conditions. If we have already arranged for the purchase of Investments for you under the Dividend Reinvestment Service before your notice is received that purchase will be binding on you and you will be responsible for any profits or losses. Any charges that may apply if you cancel are set out in our Price List.

**6.3** Once you have joined the Dividend Reinvestment Service, all future dividends received by us in that Account will be re-invested automatically by purchasing additional Investments on your behalf until you vary or terminate your instructions in accordance with section 6.5 below, or until the Dividend Reinvestment Service is terminated or withdrawn. Where you sell the Investments 'ex-dividend' and you receive a dividend from that Investment, we will purchase further shares in the Investment unless you cancel your instruction prior to receipt of the dividend payment.

**6.4** We have the right, at any time by giving at least 30 days' notice to you either in writing or by secure electronic message in accordance with section 6.3 of the General Terms and Conditions:

- to terminate, or suspend the Dividend Reinvestment Service for any reason;
- to terminate your use of the Dividend Reinvestment Service with your Account specified in the notice; or
- to withdraw from the Dividend Reinvestment Service any Investment and any such changes that will take effect after the period as stated in the notice.

**6.5** You may stop using the Dividend Reinvestment Service at any time for an Account or as regards any Investment by giving notice to us, either in writing, by secure electronic message in accordance with section 6.3 of the General Terms and Conditions. We will do all we can to process your instructions as soon as possible after we receive them.

**6.6** When you stop or vary your use of the Dividend Reinvestment Service or we terminate or withdraw your use of it under sections 6.4 or 6.5 if we have already arranged for the purchase of Investments for you under the Dividend Reinvestment Service before your instructions are processed or our notice takes effect, that purchase will be binding on you. This means that we may make a purchase of Investments for you after we have received notice that you wish to stop or vary your instruction.

**6.7** If you wish to resume using the Dividend Reinvestment Service after you or we have terminated your use of it, you will need to give us a new Dividend Reinvestment Service instruction.

**6.8** Subject to section 6.3, if you close your Account(s) your Dividend Reinvestment Service instructions will cease.

## Section 7 Our responsibilities

**7.1** Please read carefully sections 11.6 to 11.15 of the General Terms and Conditions which set out our responsibilities to you and explain which matters we will not be responsible for.