



## Individual Savings Account Supplementary Terms

Individual Savings Account Supplementary Terms and Conditions for Stocktrade Retail Clients forming part of the Agreement between Stocktrade (a division of Alliance Trust Savings Limited) and the client.

<b>Introduction</b>	<b>3</b>
<b>Definitions</b>	<b>4</b>
<b>Commencement</b>	<b>5</b>
<b>Eligibility Requirements</b>	<b>5</b>
<b>Our Service</b>	<b>6</b>
<b>Transfers From Another Account Manager</b>	<b>8</b>
<b>Transfer Of Shares From An HMRC Approved Scheme To An ISA</b>	<b>8</b>
<b>Cash Held On Deposit</b>	<b>9</b>
<b>Dividends, Interest And Other Similar Payments</b>	<b>9</b>
<b>Ownership Of Investments</b>	<b>10</b>
<b>Reporting</b>	<b>10</b>
<b>Investor Rights</b>	<b>11</b>
<b>Withdrawal, Transfers Out And Termination</b>	<b>11</b>
<b>Death Of Client</b>	<b>13</b>
<b>Relations With HMRC And Other Regulators</b>	<b>14</b>
<b>Government Stakeholder Products</b>	<b>14</b>
<b>Delegation</b>	<b>14</b>
<b>Tax</b>	<b>14</b>
<b>Schedule</b>	<b>15</b>

## Introduction

1. These Stocktrade Individual Savings Account Supplementary Terms (the "ISA Supplementary Terms") apply to the provision of Stocktrade's Individual Savings Account ("ISA") services to Retail Clients. Stocktrade is a division of Alliance Trust Savings Limited. Our legal relationship with you is governed by these ISA Supplementary Terms and the following documents (collectively referred to as the "Agreement") which together set out the basis on which we provide our ISA services to you:
  - (a) Terms and Conditions for Stocktrade Retail Clients (the "Retail Terms"), as modified by these ISA Supplementary Terms;
  - (b) the ISA Services Guide;
  - (c) the ISA Application Form or ISA Transfer Authority Form; and
  - (d) the Rate Card which sets out the fees and charges for our services.

These documents contain important material regarding the way in which we provide our services to you and your legal position. You should read these documents carefully before you complete the ISA Application Form and/or ISA Transfer Authority Form.

These ISA Supplementary Terms contain provisions specifically relating to the Stocktrade ISA service and should be read in conjunction with the Retail Terms and the ISA Services Guide. The Order Execution Policy and Conflicts of Interest Policy also contain important information.

The schedule to these ISA Supplementary Terms sets out those provisions of the Retail Terms which do not apply to the Stocktrade ISA service; the remaining provisions of the Retail Terms are relevant and apply as modified by these ISA Supplementary Terms.

**If there is anything in these documents that you do not understand or agree to, you should discuss this with Stocktrade and seek clarification.**

2. We may change these ISA Supplementary Terms, the Retail Terms and the ISA Services Guide from time to time by giving prior written notice to you. The way we can do this is set out in clauses 234 to 238 of the Retail Terms.
3. By signing and returning the ISA Application Form and/or ISA Transfer Authority Form, you confirm that you agree to the terms of this Agreement.
4. Should there be any inconsistency or conflict between the Retail Terms, these ISA Supplementary Terms or the ISA Services Guide, these ISA Supplementary Terms shall take precedence. In addition, your Stocktrade ISA is subject at all times to the ISA Regulations and we may do whatever we consider necessary to comply with them. Should there be any inconsistency or conflict, the ISA Regulations shall prevail.

## Definitions

In these ISA Supplementary Terms, the following words and expressions have the meanings set out below:

<b>Annual Subscription Limit</b>	The maximum amount permitted to be subscribed to a Stocks and Shares ISA within any given Tax Year under the ISA Regulations, which is subject to change.
<b>ISA Application Form</b>	The account opening form or online application process and requisite declaration, completed by you to open and subscribe to a new Stocktrade ISA with us.
<b>ISA Transfer Authority Form</b>	The form and declaration for completion by an individual who wishes to transfer to us an existing ISA held with another provider.
<b>Cash ISA</b>	Cash only ISA held in accordance with the ISA Regulations.
<b>Corporate Scheme</b>	An ISA scheme or service set up with the permission of a company to include its own shares for its staff and/or shareholders.
<b>Dealing Day</b>	Any day on which the London Stock Exchange is open for business or, for foreign Qualifying Investments, where recognised overseas investment exchanges are open for business.
<b>Designated Dealing Day</b>	The day on which we will buy or sell UK or foreign Qualifying Investments for a particular Corporate Scheme on a bulk basis at a reduced commission rate. This is subject to the London Stock Exchange being open for business, or in relation to foreign Qualifying Investments when the relevant overseas exchanges are open for business.
<b>ISA</b>	An Individual Savings Account established pursuant to the ISA Regulations and includes any Personal Equity Plan (PEP) held prior to 6 April 2008.
<b>ISA Regulations</b>	Individual Savings Account Regulations 1998 as amended from time to time including any replacement regulations.
<b>HMRC</b>	HM Revenue and Customs
<b>Market Value</b>	A term used to describe the price that a particular investment might reasonably be expected to fetch in a sale in the open market.
<b>Personal Representative</b>	A person appointed under the law of the relevant jurisdiction to administer the estate of a deceased person.
<b>Qualifying Individual</b>	An individual who is 18 years of age or over who has not (as permitted by the ISA Regulations) subscribed to any other Stocks and Shares ISA during the Tax Year in which their application to open an ISA is made. The individual is resident in the UK, or if non-resident performs duties deemed to be performed in the UK by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas) or is married to, or in a civil partnership with, a person who performs such duties.
<b>Qualifying Investments</b>	The investments permitted to be held within a Stocks and Shares ISA as provided for in the ISA Regulations.

## Stocks And Shares ISA

An ISA which can invest in open-ended investment companies, unit trusts, investment trusts, company shares, gilt edged securities and corporate bonds in accordance with the ISA Regulations.

## Tax Year

A period commencing on 6 April in any year and ending on 5 April in the following year.

## Commencement

5. For existing ISA clients of Stocktrade this Agreement replaces any previous agreement with effect from the date notified to you in the letter despatched with the Agreement.
6. For new ISA clients of Stocktrade, the Agreement becomes effective on the date on which we accept your completed and signed ISA Application Form and/or ISA Transfer Authority Form.
7. We reserve the right not to accept your application or transfer to us and may reject your application to open an ISA at our discretion and without providing a reason. If we accept your application or transfer to us, we will write to you confirming this and will provide you with details of the account including your account number.
8. If we receive your completed and signed ISA Application Form prior to the Tax Year to which it relates, we may accept it but we cannot implement your investment instructions until the start of the new Tax Year. In these circumstances, we may retain your subscription in a non interest bearing bank account pending the start of the relevant Tax Year. We will contact you if we are unable to hold your subscription until the start of the relevant Tax Year. It will not be possible to apply for an ISA online in advance of the tax year for which it is intended.

## Eligibility Requirements

9. Only Qualifying Individuals are eligible and permitted to subscribe to a Stocks and Shares ISA. A Qualifying Individual, in summary, is an individual who:
  - (a) is 18 years of age or older;
  - (b) has not subscribed to any other Stocks and Shares ISA in the Tax Year in which the application to open a Stocktrade ISA is made; and
  - (c) is resident in the UK or is a Crown employee serving overseas or married to or in civil partnership with a Crown employee serving overseas.
10. If you are not eligible for an ISA when making your application for the Stocktrade ISA, then any subscriptions made by you may be voided and returned to you and the tax benefits and exemptions of an ISA will not apply.
11. If, having previously subscribed to your Stocktrade ISA, you later cease to satisfy the eligibility requirements for ISAs, then your Stocktrade ISA will continue to receive the tax benefits and exemptions but you will not be eligible to make any further subscriptions until such time as you meet those eligibility requirements again.
12. You must inform us immediately if you cease to be resident in the UK or otherwise cease to be a Qualifying Individual or if any of the declarations made or information given in the ISA Application Form or ISA Transfer Authority Form ceases to be true or accurate. This is important as it may affect the tax status of your Stocktrade ISA.

## Our Service

### General

13. We, Alliance Trust Savings Limited, will act as the ISA Manager in relation to your Stocktrade ISA. As the account manager we will provide execution only dealing, cash management, custody and related services in relation to Qualifying Investments, which includes cash arising from investments or held for the purposes of investment. The Retail Terms and the ISA Services Guide describe the nature and basis of the service in detail.
14. The Stocktrade ISA is a Stocks and Shares ISA. We do not offer a Cash ISA.

### Qualifying Investments

15. Only Qualifying Investments may be held within an ISA. You (or the person authorised by you to make investment decisions on your behalf) are solely responsible for ensuring that the investments held within your account are Qualifying Investments for the purposes of the ISA Regulations. If instructions are given to purchase any investment that is not a Qualifying Investment, you will be liable to meet any costs or other liabilities that we may incur in order to rectify the matter.

### Subscriptions

16. Your initial subscription to open a Stocktrade ISA must be made by completion of the ISA Application Form, which will be a 'continuous' ISA application for the Tax Year of application and for subsequent Tax Years. When completing the 'continuous' ISA application, there will be no need for you to complete a new ISA Application Form in subsequent Tax Years, provided that we receive a subscription from you in each subsequent Tax Year. Should we not receive a subscription from you in a subsequent Tax Year, you will be required to complete a new ISA Application Form for the next Tax Year in which you do choose to subscribe to your Stocktrade ISA.
17. Subscriptions to your Stocktrade ISA may be made by you in any of the following ways:
  - (a) Debit Card payment by phone or using the Stocktrade web site;
  - (b) the sale of Qualifying Investments held outside an ISA and their repurchase within your account (known as "Bed and ISA"); or
  - (c) by the direct transfer of shares from an HMRC approved savings related share option scheme, approved profit-sharing scheme or share incentive plan (see clauses 32 to 36 below).

For the avoidance of doubt, clauses 101 and 106 of the Retail Terms do not apply to clause 17(c) above as we must be in receipt of all documentation prior to dealing.

### Investment Subscription Limits

18. There are prescribed limits as to the maximum amount that may be invested in ISAs in any Tax Year. The current Annual Subscription Limit, which is subject to change, is stated in the ISA Application Form, and on our website and is available from HMRC. Any future changes to the Annual Subscription Limit will be notified to you with your half-yearly report. Total subscriptions to your account in any Tax Year must not exceed the Annual Subscription Limit.

19. Depending on how funds and/or investments are added to your account, they may or may not count towards the Annual Subscription Limit. For example, income in the form of dividends and interest on cash does not count towards your Annual Subscription Limit.
20. We shall take reasonable steps to ensure the prompt processing of all fully and correctly completed applications for, and subscriptions to, Stocktrade ISAs.
21. If you request any subscription amounts to be returned to you prior to their investment, we will return the subscription to you without paying interest to you. If you request any subscription amount to be returned to you, unless your request is made pursuant to, and in accordance with, your cancellation rights as set out under the heading 'Your Right To Cancel' in the Retail Terms, the subscription amount returned to you will count towards the Annual Subscription Limit for that Tax Year.

## Investment Procedures For Cash Subscriptions

22. Where we have received investment instructions with your ISA Application Form, your cash subscriptions will be used for investment in accordance with those instructions on any Dealing Day or the next Designated Dealing Day (where appropriate for Corporate Schemes) following our receipt of such subscriptions. You will not usually be able to deal until two Business Days after the date of our receipt of your duly completed ISA Application Form (with all relevant supporting documentation). Accordingly, in order to deal on a particular Dealing Day or Designated Dealing Day, we must have received your duly completed ISA Application Form with all relevant supporting documentation no later than 12:00 noon two (2) Business Days prior to dealing. For online applications, the administrative delay does not apply.
23. Where we have not received investment instructions with your ISA Application Form your cash subscriptions will be held in an interest bearing deposit account pending investment instruction(s) from you. Please note that any cash held in your account may only be held for the intention of investment in Qualifying Investments or, in the case of dividends/income, to be either paid out to you or held with the intention of further investment.

## Placing Orders

24. The procedures for placing orders and the operation of the Stocktrade dealing service are set out in detail in the Retail Terms.
25. Please note Limit Orders are accepted for ISAs. All purchase transactions must be paid for from the cash held within your account. **Please note that it is against the ISA Regulations to allow an ISA to become overdrawn under any circumstances.**

## Purchase Of Qualifying Investments

26. Cash held in your account will be invested by us in accordance with your instructions (subject to our powers to delay or refuse to execute instructions as set out in detail in the Retail Terms) in Qualifying Investments purchased on the open market or, for authorised funds, directly from the fund manager. We will purchase Qualifying Investments at the prevailing open market price or, for authorised funds, at the fund manager's dealing price for purchase transactions. The purchased Qualifying Investments will be credited to your account.

## Sale Of Qualifying Investments

27. Where you instruct us to sell a Qualifying Investment we shall do so (subject to our powers to delay or refuse to execute instructions as set out in detail in the Retail Terms) at the prevailing open market price or, for authorised funds, at the fund manager's dealing price for sale transactions. The sale proceeds will be credited to your account.

## Transfers From Another Account Manager

28. Existing ISAs held with other account managers may be transferred to our ISA service, subject to our agreement, satisfactory anti money laundering verification and the ISA Regulations. You may apply to transfer your existing ISA(s) by completing the ISA Transfer Authority Form.
29. The subscriptions made in relation to the ISA to be transferred must have been within the Annual Subscription Limit in each Tax Year and in accordance with the ISA Regulations. There is no maximum sum which may be transferred to us, however, we may restrict any such sum at our discretion. Transfers of ISAs from previous Tax Years will not affect your Annual Subscription Limit for the current Tax Year.
30. Transfers into your Stocktrade ISA may be in the form of cash saved in a Cash ISA or in the form of cash and/or stocks and shares held within a Stocks and Shares ISA. In order for you to deal, we must be in receipt of the cash and/or stocks and shares from the previous account manager. Any cash transferred must be held within your account and the stocks and shares must have been registered into the name of our Nominee before we can execute any instructions to deal. We will inform you when such cash and/or stocks and shares are received and are available for dealing. Cash received will be held in an interest bearing deposit account pending investment instruction(s) from you.
31. If any documents required to effect a transfer to us are unavailable or are incomplete, all documents including any instructions may be returned to you for completion. This may delay the transfer process.

## Transfer Of Shares From An HMRC Approved Scheme To An ISA

32. You may subscribe to your Stocktrade ISA, subject to the Annual Subscription Limit, by direct transfer to your account of the shares acquired by you from the following HMRC approved schemes:
  - (a) savings-related share option scheme;
  - (b) approved profit sharing scheme; or
  - (c) share incentive plan.
33. Shares arising from the above schemes must be transferred to us before the expiry of 90 days from:
  - (a) in the case of savings-related share option scheme, the date on which you exercised your option; or
  - (b) in the case of an approved profit sharing scheme, the date on which you instructed the trustees to transfer ownership of the shares to you or, if earlier, the release date in relation to those shares; or



- (c) in the case of a share incentive plan, the date on which those shares ceased to be subject to the plan.
- 34. The date of transfer will be the date on which shares are registered in the name of our Nominee and valued in accordance with our investment procedures. For listed shares, a calculation of the Market Value at the date of transfer will be used to determine the amount subscribed to your account and will normally be certified in writing on that date to you.
- 35. Where the value of transferred shares is likely to exceed the Annual Subscription Limit, you must specify to us on the ISA Application Form the number or value of shares to be transferred into the account or the value of subscription you wish to achieve. Any surplus shares will be returned to you, unless we are advised to the contrary or you instruct us to sell some or all of those shares. You may combine any of the above methods for subscription provided that the aggregate subscriptions remain within the Annual Subscription Limit.
- 36. Please note that shares from an executive share option scheme do not fall within the scope of HMRC approved schemes which may be transferred directly into an ISA. If you wish to transfer such shares into your account, they must be sold and then re-purchased within your account, subject to any restrictions by the company, in order to comply with the ISA Regulations (known as "Bed and ISA").

## Cash Held On Deposit

- 37. All cash held in the account will be held in accordance with the ISA Regulations.. We are authorised by the Prudential Regulation Authority to take cash deposits. The FCA client money rules will not apply to these cash deposits. We will hold your cash as banker and not as trustee or agent on your behalf. The cash we hold for you is legally ours, but is subject to the obligations that we owe you. This means that, should we fail, the FCA's client money distribution rules will not apply to the cash we hold and you will not be entitled to share in any distribution under the FCA's client money distribution rules. However, cash within your account may be covered by the Financial Services Compensation Scheme. Further details about your rights under the FSCS are provided in clauses 212 to 215 of the Retail Terms.
- 38. Interest will be paid on any cash held on deposit in your account in accordance with the Retail Terms, the ISA Services Guide and UK tax legislation, including the ISA Regulations. HMRC levies a flat rate charge (currently 20% but may be subject to change in line with tax legislation) on interest arising from cash held on deposit within your account.

## Dividends, Interest And Other Similar Payments

- 39. All income (including dividends, interest payments and other distributions) arising in relation to Qualifying Investments held within your account, will be credited to your account within 10 Business Days of receipt.
- 40. Some Corporate Schemes allow a choice of dividend re-investments or income.
- 41. You authorise us to deduct or withhold any sum with regard to your account which we reasonably believe should be deducted or withheld in accordance with any law or practice, of any revenue authority, in any relevant jurisdiction.

42. You authorise us to make (and we will process) the necessary claims from HMRC for tax credits or tax deducted at source in respect of Qualifying Investments held within your account. Any such tax credit will be applied to the account as soon as practicable after receipt and dealt with in accordance with your instructions.
43. The ISA Application Form and ISA Transfer Authority Form includes a section for you to provide your initial instructions to us for the handling of dividends and income.
44. Further information on this and the procedures to be followed to amend your instructions are set out in clauses 150 to 155 of the Retail Terms.

## Ownership Of Investments

45. Qualifying Investments within your ISA will be held by us either in:
  - (a) the name of our Nominee companies or
  - (b) the name of Alliance Trust Savings Limited or
  - (c) the name of a third party custodian or sub custodian who holds the investments to our order and acts as our Nominee.

Qualifying Investments will remain in your beneficial ownership. Please refer to clauses 122 to 128 of the Retail Terms for further information regarding the custody of your Qualifying Investments. Any share certificate or other document evidencing title to your stocks and shares shall be held by us or as we may direct. Qualifying Investments within your ISA must not be used as security for a loan. Shares or share certificates held by us pending subscription to the account will not be lent to third parties, nor used as security for a loan.

46. You agree with us that whenever you instruct us to buy, sell or hold Qualifying Investments:
  - (a) you are, or will be, the beneficial owner of the Qualifying Investments;
  - (b) you have not granted a charge or mortgage over them;
  - (c) no one else has or will have any rights in respect of the Qualifying Investments, including rights to demand that they be transferred to settle amounts you owe, or to sell the investments; and
  - (d) you will not without our prior written agreement sell, dispose of, deal with or give anyone else any rights over the Qualifying Investments while they are held by us.

## Reporting

47. We will send to you a statement annually, as a minimum. This statement will show the capital value of your Qualifying Investments, the amount of any interest and dividends that have been paid into your account, together with sales and purchases over the preceding six month period. The statement will also show how much cash is being held on deposit within your account and the fees and charges we have made against your account.

## Investor Rights

48. As all Qualifying Investments in your account are held in the name of our Nominee, you will not automatically receive information from the companies or funds in which your account is invested. At your request, we can make arrangements for you to be able to receive the annual report and accounts and any other information issued to investors in any company or fund in which your account is invested. There may be a charge for these arrangements, please refer to the relevant Rate Card.
49. Clauses 155 to 167 of the Retail Terms explain our approach to corporate actions and the procedures you will need to follow to exercise voting rights. At your request, we can make arrangements for you to be able to attend meetings of investors in companies or funds in which your account is invested and to exercise voting rights wherever possible. There might be a charge for these arrangements, please refer to the relevant Rate Card for more information.
50. We will seek your instructions in writing or take your instructions online as to whether to take up rights or to accept an open offer relating to a Qualifying Investment in your account and, provided that sufficient cleared funds are available and you are not otherwise prohibited by law or the terms of the issue or offer from acquiring new shares, we will give effect to those instructions. If there is insufficient money in your account you may take up the rights or accept the open offer outside your account. There may be an administration charge for this, please refer to the relevant Rate Card for more information. If you do so, we will send a share certificate registered in your name or alternatively the shares may be held on your behalf by our Nominee.
51. Unless we are instructed to take up a rights issue/open offer, we will allow the rights issue/open offer to lapse and any pro rata distribution from the relevant company will be paid to your account.
52. You must bear in mind the following when considering a rights issue or open offer:
  - (a) cash already held on deposit within your account does not count towards the Annual Subscription Limit unless the cash was subscribed in that same Tax Year;
  - (b) additional cash subscribed to pay for a rights issue will count towards the Annual Subscription Limit;
  - (c) an existing Qualifying Investment can be sold to pay for the rights issue/open offer; and
  - (d) where cash subscribed would exceed the Annual Subscription Limit if the rights were taken up, then they will be allowed to lapse and any pro rata distribution from the relevant company will be paid to the account or, alternatively, you may elect to take up any surplus rights outside the account as detailed in clause 51 above.

## Withdrawal, Transfers Out And Termination

### Withdrawal Of Account Investments

53. You may withdraw all or part of your investments held within your account by giving written notice to us, at Stocktrade's address set out in clause 5 of the Retail Terms. Except where we reasonably believe that compliance with your instruction may be impracticable or may cause a contravention of the ISA Regulations or any other law, rule or regulation, we will comply with your instruction within any practicable time

stipulated by you in your written instructions or, if you have not specified a time, within a reasonable time which will generally not be more than 30 days from receipt of your instructions.

54. No further subscription to an ISA from a previous Tax Year can be made, regardless of any withdrawals made from the account. You cannot replace any amount transferred out of your current Tax Year Stocktrade ISA unless you have not yet reached your Annual Subscription Limit for that Tax Year and the new subscription is otherwise in accordance with ISA Regulations.

## Voiding Of The Account

55. If you breach any of the ISA Regulations you may lose the ISA tax benefits and the account may be voided. Where you cause a breach of the ISA Regulations resulting in your account being voided, a fee will be charged as stated in the relevant Rate Card and we will notify HMRC. In addition we may, without your prior authorisation, dispose of any investments held within the account on instruction from HMRC.
56. If, by reason of any failure to satisfy the provisions of the ISA Regulations, your account has or will become void for tax purposes, we will notify you. If you become aware that there is a breach of the ISA Regulations for any reason, you must notify us immediately.
57. In addition to the provisions in clauses 196 to 198 under the heading 'Your Obligations To Us' in the Retail Terms, you will be responsible for paying to us the full amount of any claims, liabilities, taxes, losses, expenses or costs of any kind whatsoever which we may bear, incur or have made against us as a result of or in connection with:
  - (a) the account being voided under the relevant ISA Regulations; or
  - (b) any payment arising as a result, of or in connection with, the closure or transfer of any part of your account where such voiding or irregularity arises as a result, directly or indirectly, of any act or omission on your part (this is known as 'indemnifying' us).

## Termination Or Transfer To Another ISA Manager

58. You may, by giving notice to us in writing, elect to terminate the account or to transfer your account either in whole (with all rights and obligations) or in part to another ISA manager. Except where we reasonably believe that compliance with your instruction may be impracticable or may cause a contravention of the ISA Regulations or any other law, rule or regulation, we will comply with your instructions within any practicable time stipulated by you in your written instructions or, if you have not specified a time, within a reasonable time which will not normally be more than 30 days from receipt of your instructions.
59. Where you wish to transfer your account to another ISA manager you should complete the transfer application form of the new ISA manager and send this to the new ISA manager who will contact Stocktrade on your behalf. Please note that current Tax Year subscriptions and the investments arising from them must be transferred in whole. Previous Tax Years subscriptions and the investments arising from them may be transferred in whole or in part. Transfers can only be made to another Stocks and Shares ISA in your name. Investments can either be re-registered into any new ISA manager's name, or their nominee, and/or the investments can be liquidated and

the cash transferred. In the event of a partial transfer to another ISA manager, you must specify whether it is the current Tax Years ISA subscription only or previous Tax Years ISA subscriptions that are to be transferred. If no instruction is given, we will automatically transfer the amount instructed from previous Tax Years subscriptions first.

60. On a termination, investments can either be re-registered in your name as the beneficial owner (or in the name of your nominee) and/or the investments can be liquidated and the cash transferred.
61. Any transfer or termination will be subject to:
  - (a) the payment of all charges due and payable to us;
  - (b) the settlement of any outstanding transactions in relation to the account; and
  - (c) payment of any commissions or fees or any other charges in relation to the account.

In the event that all such transactions and charges are not settled prior to the agreed transfer date, we may, prior to such transfer, sell sufficient investments from the account to pay those charges or to settle outstanding transactions.

62. We may terminate our services as ISA Manager by giving you at least 30 calendar days written notice. The provisions of clauses 222 to 229 in the Retail Terms apply to any termination, however please note due to HMRC Rules, we will give you 30 not 28 calendar days notice.

## Charges For Termination Or Transfer Of An Account

63. A termination or transfer charge may be levied if you decide to terminate the account or transfer in part or in whole to another ISA manager, unless clause 224 of the Retail Terms applies. The level of charge is set out in the Stocktrade ISA Rate Card. In addition, the transfer of investments to another ISA manager will incur a charge per investment as notified in the relevant Rate Card. This charge will not be incurred in respect of transfers of cash only or where the transfer is made internally to another ISA held with us. If you choose to transfer your account within one year of opening it, an additional fee will be charged as notified in the relevant Rate Card.

## Death Of Client

64. In the event of your death, the account will be suspended and we will close any open positions. The account will no longer be eligible for ISA tax benefits. Dividends or interest paid after the date of death are subject to applicable tax charges. For Capital Gains Tax purposes investments are treated as acquired by the deceased's estate at Market Value at the date of death. We will require a certified copy of the death certificate to be provided to us. The Personal Representative(s) of the estate will be required to supply a certified copy of the grant of probate, certificate of confirmation (in Scotland), letters of administration or equivalent before we will accept any instructions in relation to the account or release any funds or otherwise deal with the investments. The sale or transfer of investments out of the account will incur a charge per holding as notified in the relevant Rate Card, except where the transfer is made internally to another account held with us.

## Relations With HMRC And Other Regulators

65. We may supply to HMRC, FCA or any other regulatory authority all relevant information and documentation which we reasonably believe to be appropriate or necessary to provide to any of them for the purposes of this Agreement or to comply with the ISA Regulations, the FCA Rules or as may be requested by any such authority. We may take such action as may reasonably be required to comply with any directions from or requirements of HMRC, FCA or any other regulatory authority in relation to your account.

## Government Stakeholder Products

66. The Stocktrade ISA does not meet the requirements to qualify as a 'stakeholder' product.

## Delegation

67. We may delegate any of our functions and responsibilities under these ISA Supplementary Terms. We may provide the delegate with such information about you and your account as may be necessary for the delegate to perform any delegated tasks. We will remain responsible to you for any matters so delegated. We shall satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these ISA Supplementary Terms is competent to carry out those functions and responsibilities.

## Tax

68. We are not tax advisers and will not provide you with advice on tax legislation or your personal tax position under this Agreement. Where you are unsure of your tax position or the tax consequences of investing in an ISA, we strongly advise you to take professional tax advice. The tax regime applicable to ISAs is subject to legislative change and the value of any tax relief available to you will depend on your own personal circumstances.

## Schedule

This Schedule sets out those provisions of the Retail Terms which are not relevant to the Stocktrade ISA service.

### **Short Positions**

Clause 89

### **Foreign Exchange Transactions**

Clause 99

### **Certificated Sales – Evidencing Your Ability To Transfer**

Clause 101

### **Delayed Delivery Of Documents Or Money**

Clauses 105 and 106

### **Our Delivery Of Documents And Stock To You**

Clause 111(b)

### **Over And Under Payments**

Clause 121

### **Dormant Accounts**

Clause 149

### **Shareholders Entitlements**

Clause 161(b)

### **Joint Accounts - Instructions**

Clauses 181 to 185

### **Account Holder Liability for Joint, Trust, Company, Partnership, Charity, Association Or Other Entity Accounts**

Clause 203

### **Termination, Incapacity And Death**

Clause 221 is amended only for ISA's as HMRC Rules require 30 days notice for ISA clients.

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