

Terms and Conditions

Effective from 14 November 2011



0845 0700 720
www.selftrade.co.uk

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1 General Terms and Conditions

Section 1 – Introduction

1.1 These Terms and Conditions are made up of:

- the General Terms and Conditions, which apply to every Service we provide to you;
- the Supplemental Terms and Conditions for each Service which each apply only to the Service to which they relate;
- each Application Form you submit to us for a Service or Account;
- the Cash ISA Product Terms set out on the Website;
- our Price List, which you can view on <http://www.selftrade.co.uk/services/price-list.php>; and
- Part 1 of the Important Information section of the Website, which you can view on www.selftrade.co.uk, which applies to every Service we provide to you and to your use of the Website,

and any other document referred to in any of them which is specified to be part of the Terms and Conditions.

1.2 These Terms and Conditions will take effect as soon as you use any of our Services. Please read them all carefully, including Part 1 of the Important Information section of the Website as they set out the basis on which we will provide our Services to you. You should print, copy and keep them in a safe place.

1.3 By registering with us, using the Website or any of our Services and/or applying to become a SIPP Member, SIPP Manager, SIPP Administrator or SIPP Trustee in respect of a SIPP Dealing Account, you agree to these Terms and Conditions and understand that they form a legally binding agreement between you and us.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

1.5 If you require further information on these Terms and Conditions or need to contact us, please see the Website under "Contact Us" in the section "About 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 special meanings explained below:

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

- a Deposit Account; or
- a Dealing Account;

Applicable Regulations – any laws, orders, regulations, rules or guidance of any state, court, agency of any government or competent authority with jurisdiction over us or in respect of our dealings with you, including (without limitation):

- all UK laws and in particular the Data Protection Act 1998, 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;
- the Joint Money Laundering Steering Group guidance; and
- all rules of the LSE, PLUS or any other relevant exchange;

Application Form – a completed application form and/or instruction and/or transfer/application/instruction relating to an Account;

Banking Services – the banking services we provide, including providing Deposit Accounts;

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

Cash ISA – an ISA cash deposit, which is an Account subject to these Terms and Conditions (including the Supplemental Terms and Conditions for Banking Services at Part 3A);

Cash ISA Product Terms, Cash ISA Details Page – the page of the Website containing specification details for any Cash ISA, including the interest rate and the term, which you can view on our Website;

Client – has the meaning set out in the FSA Rules;

Client Money Rules – the FSA's requirements relating to holding client money;

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

CTF Account – a 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 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;

CTF Regulations – the Child Trust Funds Regulations;

Dealing Account – a Selftrade share-dealing account which is subject to these Terms and Conditions and the Supplemental Terms and Conditions for Dealing Services at Part 2 and is one of the following:

1. a dealing, joint dealing, company dealing or Investment Club dealing account;
2. a Shares ISA ("Shares ISA") which is also subject to the Supplemental Terms and Conditions at Part 2A;
3. a SIPP dealing account which is also subject to the Supplemental Terms and Conditions at Part 2B;
4. a Child Trust Fund ("CTF") account which is also subject to the Supplemental Terms and Conditions at Part 2C;

Dealing Services – the securities dealing services we provide for Investments, including providing any Dealing Account, the Dividend Reinvestment Service and the Regular Investment Service;

Deposit Account – a Selftrade cash deposit account which is subject to these Terms and Conditions (including the Supplemental Terms and Conditions for Banking Services in Part 3) and a Cash ISA;

Dividend Reinvestment Service – the dividend reinvestment service provided by us and described in Supplemental Terms and Conditions in Part 2E;

Effective Date – 14 November 2011;

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;

General Terms and Conditions – the terms and conditions set out in this Part 1 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 the Website;

ISA – an individual savings account in accordance with the ISA Regulations;

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

LSE – The London Stock Exchange plc;

Order Execution Policy – our order execution policy which is on the Website;

Other Services – the services we provide which are not Banking Services or Dealing Services and which include the Selftrade Identity Monitor Service and the TraderTerminal;

Personal Representative – is as defined in section 55(1)(xi) of the Administration of Estates Act 1925;

PIN – personal identification number;

PLUS – PLUS Markets plc;

Price List – our price list containing details of our current fees, charges and interest rates which is on the Website;

ProShare – ProShare (UK) Limited;

Reference Interest Rate – a rate which is publicly available and which we do not set so that you can find out what it is and check it independently. The Bank of England base rate is an example of a Reference Interest Rate;

Registered Contact – 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;

Regular Investment Service – the regular investment service we provide which is described in the Supplemental Terms and Conditions in Part 2D;

Regulatory System – as defined under FSA Rules, the arrangements for regulating us or any other person under the Financial Services and Markets Act 2000, including the FSA Rules and any relevant directly applicable provisions of European Directives or Regulations;

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

Secure Electronic Message – an electronic message sent from or received at your secure electronic (online) Account with us, which can be accessed from https://secure.selftrade.co.uk/login/fs_login.jsp

Selftrade Identity Monitor Service – the Selftrade identity monitor service we provide which is described in the Supplemental Terms and Conditions in Part 5;

Services – the services we provide which are Dealing Services, Banking Services or Other Services;

SIPP – means an “Investment Regulated Pension Scheme” within the meaning of the SIPP Regulations;

SIPP Administrator – where a SIPP Trustee opens a SIPP Dealing Account, 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 SIPP Trustee;

SIPP Dealing Account – a Selftrade SIPP Dealing Account governed by the Supplemental Terms and Conditions in Part 2B, which is an account or a sub-account opened for a SIPP Trustee in respect of a SIPP Member;

SIPP Manager – the person appointed as such by the SIPP Trustee and the SIPP Member;

SIPP Member – the individual who has beneficial ownership of pension assets belonging to the SIPP in respect of whom the SIPP Trustee has opened the SIPP Dealing Account;

SIPP Regulations – means the provisions in relation to the taxation of Investment-Regulated Pension Schemes as set out in Schedule 29A of the Finance Act 2004;

SIPP Trustee – the person in whose name the SIPP Dealing Account is opened who is the legal owner of the assets in the SIPP, which it holds until benefits are paid out;

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

Sterling – the lawful currency of the United Kingdom of Great Britain and Northern Ireland;

Supplemental Terms and Conditions – the terms and conditions set out in Parts 2, 2A, 2B, 2C, 2D, 2E, 3, 3A, 4 and 5 of the Terms and Conditions;

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

Terms and Conditions – the General Terms and Conditions, the Supplemental Terms and Conditions, each Application Form, the Cash ISA Details Page and the matters set out in the Important Information section of the Website and any other document referred to in any of them (excluding the Order Execution Policy), as described in section 1.1 of these General Terms and Conditions;

TraderTerminal – the TraderTerminal service that we provide which is described in the Supplemental Terms and Conditions in Part 4;

Website – the internet website relating to Selftrade with the URL of www.selftrade.co.uk or such other website as we may notify you of from time to time;

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

“you” and “your” – as the context requires, any person using the Website or any of our Services, the holder of an account or the holders of a joint account, an Investment Club or a company who/which has/have opened any Selftrade Account and in relation to a CTF the Registered Contact, and where specified “you” and “your” also include a SIPP Member, SIPP Manager and a SIPP Administrator.

For ease of reading these words “we”, “us”, “our”, “you” and “your” are not shown in capitals.

Section 3 – About us: who we are and how we are regulated

3.1 We are authorised and regulated by the FSA. 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. The Website address is www.selftrade.co.uk. We are entered on the FSA Register and our FSA registration number is 208271.

3.2 “Selftrade” is the trading name of Talos Securities Limited. We are a wholly-owned subsidiary of Boursorama which is part of the Société Générale Group.

Financial Services Compensation Scheme

3.3 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation:

- to depositors if a bank is unable to meet its financial obligations; and
- to investors if an investment firm is unable to meet its obligations.

Most depositors and investors – including most individuals and small businesses – are covered by the scheme.

For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the section on “Your Money” under the Important Information section of the Website or refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300.

Complaints

3.4 In the event of a complaint regarding our products or Services you should contact us. For further information, please refer to the section on “Complaints Handling” under the Important Information section of the Website.

Section 4 – Your right to cancel

4.1 You have the right to cancel any Account you open with us within 14 days after the day on which we accept your application to open that Account by sending us written notice under section 8.3 of these General Terms and Conditions.

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

- return any payments we have received for that Account less any fees, costs and sums invested;
- if the Account is a Dealing 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
- if the Account is a Dealing Account, arrange for the transfer and/or payment to you of the Investments in the Account.

4.3 If you cancel a Cash ISA within 14 days after the day on which we accept your application to open that Cash ISA Account, you may have the right to open a cash ISA with another provider in the same Tax Year. If you decide to cancel we will repay any money you have paid into your Cash ISA together with any interest on it or help you switch the balance to another account.

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

Section 5 – You and your responsibilities

5.1 For the purposes of the FSA Rules, we will treat you as a Retail Client. You are entitled to request re-categorisation as a Client 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 Client 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 Clients and all such members will be subject to these Terms and Conditions. In the case of a SIPP Dealing Account we will treat the SIPP Trustee and not the SIPP Member or the SIPP Manager as our Client (and will categorise the SIPP Trustee as a Retail Client).

5.2 Before you begin using any of our Services it is important that you consider the confirmations set out below. You should continue to operate an Account only if all of these are correct not only as of the date that you open that Account but also on the date you enter into any additional agreement with us and as of the date of each transaction and whenever you use our Services. 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 as principal and 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 over any of your assets and that no steps have been taken for your winding-up or bankruptcy;
- 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 Services, operate any account or use the Website for any purpose which is unlawful, abusive, libellous, obscene or threatening;
- you will ensure that all Investments and cash deposited with us are free from any rights or claims of third parties; and
- you are resident and ordinarily resident in the UK for tax purposes and for Shares ISAs you must meet the other conditions set out in the Supplemental Terms and Conditions for Shares ISAs.

5.3 You accept full responsibility for the monitoring of each of your Accounts, including but not limited to:

- in the case of Dealing Accounts, any limit orders, stop orders and trailing stop orders, dividend reinvestment and regular investment instructions; and
- in the case of Deposit Accounts, any balances, payments and withdrawals.

5.4 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;
- that you have not received, within the expected timeframe, a confirmation from us (in any form) indicating that an instruction or order was received and/or executed for your Dealing Account;
- that you have not received, within the expected timeframe, an accurate contract note in respect of a transaction under a Dealing Account;
- receipt by you of a contract note or confirmation of an instruction, order or transaction which you did not place under a Dealing Account;
- any inaccurate information in your Account balances, annual statements and tax vouchers, Investments held or transaction history or personal data relating to any Account; and/or
- if you change your circumstances as listed in section 5.2 of these General Terms and Conditions,

and we will not be responsible for any transactions that take place or payments processed prior to our receiving notice of such event.

5.5 When you open an Account, we will issue you (and any joint account holder or, in the case of Investment Clubs, we will issue the club's lead investor or a corporate representative appointed under section 6.6 of these General Terms and Conditions and, in the case of SIPP Dealing Accounts, the SIPP Member) 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 (and any joint account holder) 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.

5.6 We may use your information, including but not limited to the information you provide to us when you submit an Application Form, in order to enforce or obtain settlement of debts owed to us or in relation to Investments made on your behalf and we may share your information with any debt collection, debt tracing or other agent for these purposes. We may also share your information with any third parties in respect of whom you have had dealings or made Investments through any Service we provide and in accordance with the Privacy Policy.

5.7 In this section 5, with the exception of section 5.1, references to "you" and "your" include references to SIPP Members, SIPP Managers and SIPP Administrators, and references to "your Account" shall include references to SIPP Dealing Accounts in respect of which SIPP Members, SIPP Managers or SIPP Administrators act in that capacity.

Section 6 – Investment Clubs and companies

6.1 Investment Clubs must ensure that either they are 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 and has received legal advice confirming that it is not such a scheme. The lead investor of an Investment Club confirms to us that it has the relevant FSA authorisations and permissions if required.

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

6.3 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.

6.4 The Investment Club must provide Selftrade with a copy of the Club Letter of Authorisation and any replacement thereof. Changes to the Investment Clubs' membership must be notified to Selftrade by providing a completed and signed Change in Investment Club Membership form.

6.5 The Investment Club must appoint a lead investor to be named on our Application Form for the relevant Account 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 that Application Form or any replacement Club Letter of Authorisation which is subsequently received by us. Changes to the lead investor must be notified to us by providing us with a completed and signed Change of Lead Investor form together with a new Club Letter of Authorisation signed by all current members.

6.6 We may accept a company as a customer for certain Services, 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, we will classify the company as a Retail Client irrespective of whether it may otherwise be classified as a "per se professional client" or a "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 7 – Client Money, cash balances, interest, lien and set-off

7.1 When we receive money from any person in connection with an Account you hold with us, the way in which we hold that money depends on whether "Option A" (Deposit) or "Option B" (Client Money) below applies to that Account. The status of your Account will be shown on your Account summary that can be found on the Website. If you are in any doubt whether Option A (Deposit) or Option B (Client Money) applies please contact us.

Option A/Option B

7.2 **Option A (Deposit).** If Option A applies to an Account, this section 7.2 applies in respect of that Account.

- We are authorised by the FSA with permission to accept deposits. When you deposit money with us into the Account, or when we receive money for that Account from any person, from the sale of your Investments or from payments on your Investments, we hold that money as banker and not as trustee. As a result we do not hold that money as "client money" subject to the Client Money Rules.
- In particular we will not hold that money separately from our own and we will not be required to account to you for any profits we make by our use of that money as banker.
- We will pay interest on cash balances in Deposit Accounts as stated in the Supplemental Terms and Conditions for each Deposit Account and as set out in the Price List.

7.3 **Option B (Client Money).** If Option B applies to a Dealing Account, this section 7.3 applies.

Any cash held in that Dealing Account will be held in accordance with the Client Money Rules, which, in summary, require us to hold it in one or more client bank account(s), segregating your funds from ours at one or more banks as permitted by the FSA. We will hold these funds in Sterling in a pooled client deposit account at a credit institution being a UK bank or a European bank, including Boursorama or Société Générale or any other European bank. This means that if a bank with which we hold a client bank account defaults or becomes insolvent and there is an unreconciled shortfall in a client bank account, you may share proportionately in that shortfall.

When do Option A/Option B apply?

7.4 Option A (Deposit) **always** applies to the following types of Account:

- any Deposit Account, for example a Cash ISA;
- any Dealing Account from the point when you first open a Deposit Account with us, other than:
 - a SIPP Dealing Account
 - a Dealing Account which you hold as a joint account
 - a Dealing Account which you hold as a member of an Investment Club; and
- any Dealing Account opened on or after the Effective Date other than:
 - a SIPP Dealing Account.

7.5 Option B (Client Money) **always** applies to the following types of Account:

- any CTF Account.

7.6 For the following types of Account, **someone has to choose** whether Option A or Option B applies as explained as follows:

- any Dealing Account which you hold other than:
 - a SIPP Dealing Account
 - a Dealing Account which is held as a joint account
 - a Dealing Account which you hold as a member of an Investment Club
 - any type of Account already listed in section 7.4 or 7.5 of these General Terms and Conditions

will be subject to Option B, unless you choose that Option A should apply to it;

- for any SIPP Dealing Account which a SIPP Trustee opened with us in respect of the SIPP Member on or after the Effective Date, the SIPP Trustee chooses whether Option A or Option B applies;
- any SIPP Dealing Account which a SIPP Trustee opened with us in respect of the SIPP Member before the Effective Date, will be subject to Option B, unless both you (or if a SIPP Manager is appointed, the SIPP Manager) and the SIPP Trustee choose that Option A will apply;
- any Dealing Account held as a joint account which you opened with us before the Effective Date, will be subject to Option B, unless all the joint account holders choose that Option A will apply;
- for any Dealing Account which you opened as a member of an Investment Club before the Effective Date, the lead investor of that Investment Club chooses whether Option A or Option B will apply.

7.7 Once Option A applies to an Account, Option A will always apply to that Account even if your circumstances change.

7.8 Subject to any qualifying requirement we will pay interest on some cash balances held in a Dealing Account which is not required to settle a purchase. To qualify for interest, a cash balance in a Dealing Account must be greater than any minimum limit set out in our Price List from time to time. Interest will be calculated on the balance on your Dealing Account on a daily basis and is calculated separately for each Dealing 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 after making deductions for your UK tax (except for cash held in SIPP Dealing Accounts, CTF Accounts and shares ISAs where we will pay interest without making deductions for your tax) but it is always your responsibility to ensure you make the correct declaration and payment of your 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 in that Account, we will arrange for the relevant sum to be credited to your nominated bank account within five Business Days. If some or all of the amount you request is not covered by sufficient cleared funds in your Account, we will arrange for it to be credited to your nominated bank account within five Business Days from the date cleared funds are received.

7.9 We may use cash balances in any Account (other than a Child Trust Fund, SIPP Dealing Account or, if Option B applies, a Dealing Account) you hold with us to repay or reduce any debt you owe us (but we may agree otherwise in the Supplemental Terms and Conditions for certain types of Account), whether you hold that Account or owe that debt in your own name or jointly with anyone else, as borrower or guarantor or in any other way. We may do this without giving you notice beforehand, but we will notify you as soon as reasonably practicable after we have done this. If we have to repay or pay any money from any such Account to you we will do so provided you do not owe us any amounts in respect of other Accounts you have with us or Services we have provided to you.

7.10 We have a general lien over all Investments we hold for you in a Dealing Account which allows us to sell or retain some of those Investments to repay or reduce any debt you owe us (but we may agree otherwise in the Supplemental Terms and Conditions for certain types of Account), whether you hold that Dealing Account or owe that debt in your own name or jointly with anyone else, as borrower or guarantor or in any other way. We may do this without giving you notice beforehand, but we will notify you as soon as reasonably practicable after we have done this.

Section 8 – Communications

8.1 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 (and, if you are a SIPP Trustee, by a SIPP Member in respect of whom you have opened a SIPP Dealing Account or a SIPP Manager). You will be bound by any agreement entered into or expense incurred on your behalf in reliance upon such a communication.

8.2 Where an Account is in joint names, 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. We will accept instructions from either of you, except where the instructions relate to:

- the transfer of an Account or any Investment;
- the closure of an Account;
- the transfer of money to an Account other than Accounts nominated for section 14.8 of these General Terms and Conditions;
- the basis on which we may hold money received in connection with your Dealing Account; or
- a change in your personal or banking details including Accounts nominated for section 14.8 of these General Terms and Conditions.

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

8.3 Except as otherwise expressly provided in these Terms and Conditions, any communication in writing may be given by post, SMS, 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 an Account will be accepted only by telephone or if made online using a Secure Electronic Message or if placed by web-enabled mobile devices. These Terms and Conditions and all related information, statements and notifications we make to you will be in English and when you communicate with us you must also do so in English.

8.4 If you email us, or give us your email address, we will keep a record of it and you agree to communications being sent to that address, we will not give your email address to any third parties except as set out in the Privacy Policy. You must notify us if you change your email address.

8.5 Communications sent over the internet cannot be guaranteed to be completely secure and can be intercepted, lost or corrupted. We recommend that you use Secure Electronic Messages to ensure security and delivery. If you do send us an insecure email, please keep the amount of confidential information you include to a minimum.

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

8.7 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 four 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;
- by email they will be treated as received by you immediately upon sending to the most recent email address we hold for you; and
- by Secure Electronic Message they will be treated as received by you upon our sending such communications to the secure mailbox within the Website.

8.8 We do not have to ask for any acknowledgement of receipt from you in respect of communications sent in accordance with section 8.3 of these General Terms and Conditions.

8.9 We may also communicate with you by posting information on the Website in which case the information will be treated as received by you when it is posted. You must have regular access to the internet and you agree to us providing you with information, including information about the nature and risks of Investments by posting that information on the Website and you must check the Website regularly for up-to-date information. Information on the Website is subject to change without notice.

8.10 We will not be responsible to you for any delay or failure of delivery of any communication sent in accordance with section 8.3 of these General Terms and Conditions, except where such delay or failure results from our negligence, fraud or our deliberate default.

8.11 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, except where such delay or failure results from our negligence, fraud or our deliberate default.

8.12 You must inform us immediately of any changes to your personal details, including your postal address, your email address, your telephone numbers (mobile and landline) and your bank details. When we receive returned mail or emails, 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 email address. We will not be responsible to you for any loss that you may suffer as a result of your not receiving correspondence or payments where you have not informed us of any change in your details and/or bank account.

8.13 We do not accept responsibility for any loss you or anybody else may suffer because any instructions or information sent by you or us are sent in error, fail to reach the recipient or are distorted unless such loss results from our negligence, fraud or our deliberate default.

8.14 You agree and expressly confirm that we may telephone you to discuss matters related to any Account.

8.15 To ensure that we carry out your instructions accurately and for compliance and training purposes we may monitor and/or record any telephone calls and electronic communications between us including emails, SMS, and instant messages, without the use of a tone or other warning. Any recordings remain our property and you agree and expressly confirm that records of our communication will be admissible as evidence of any instruction given or received by you.

8.16 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 8.12 of these General Terms and Conditions.

Privacy Policy

8.17 For information on how we will use your personal information, please refer to our Privacy Policy, which can be found at <http://www.selftrade.co.uk/privacy-policy.php> and the Important Information section of the Website.

8.18 In this section 8, with the exception of section 8.1 and 8.2, reference to “you” and “your” include references to SIPP Members, SIPP Managers and SIPP Administrators.

Section 9 – Online Services

9.1 The Website is owned and maintained by us or on our behalf. The use of the Website is subject to the Terms and Conditions which explain the relationship between you and us in relation to the Website and online Services and your online Accounts.

Use of the Website

9.2 You expressly confirm and agree that you will not use the Website in contravention of these Terms and Conditions, that you will use the Website only for the benefit of your Account(s) and not on behalf of any other person (except where we expressly agree otherwise) and that, apart from a web browser, you will not use any software, program or other device to access or obtain information through the Website. When you use the Website you must follow the instructions we give you from time to time. You expressly confirm and agree that you will not whether by act or omission do anything that will or may violate the integrity of our computer systems or cause such systems to malfunction. You are responsible for ensuring that your computer, software and other equipment are capable of being used to access and use the Website.

9.3 We will take all reasonable steps to ensure that the Website is available for our Services but we do not promise that access to the Website will always be available or that access will be uninterrupted, that there will be no delays or failures, errors or omissions or that it will meet your requirements.

9.4 Sometimes events may also occur which affect your access to the Website which are beyond our control. We may amend, suspend and/or terminate any or all of our 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, routine or emergency maintenance of the Website or system upgrades, if any relevant exchange or clearing house fails to perform its obligations or suspends its services for any reason or for any other event or circumstance beyond the control of Selftrade or our service providers. Where reasonably practicable we will give advance notice of this on the 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.

9.5 We will not be responsible for any losses or expenses you incur resulting from such events in section 9.4 of these General Terms and Conditions which are beyond our control or for any other losses or expenses which may result from your inability to access the Website or delay or failure in sending orders or instructions.

9.6 If you are unable to access the Website you may contact us during business hours to place an order for a Dealing Account, carry out a transaction in relation to your Deposit Account or to use the Other Services. Please see our Price List for charges that apply to telephone transactions.

9.7 Our Services, together with the information on the Website, are intended for use by residents of the UK only, and are not aimed at or intended for use by residents of any other jurisdiction. This is because we cannot guarantee that our Services or products or the Website comply with or are appropriate for use in other jurisdictions. As you are responsible for use of the Website by any person using your computer, you must ensure that any such person complies with this disclaimer. If you use the Website from other jurisdictions, you are responsible for compliance with applicable local laws. If you use our Services and then become a resident of any country other than the UK you must inform us and we may have to close your Account(s).

9.8 The Website is designed to be accessed through its principal product home pages and such other pages as we decide. If you access the Website through individual pages directly, which are not designed for this purpose, you may not see important information which is relevant to a full understanding of our products and Services. You will be referred on certain pages to read the Important Information section of the Website. This Important Information section will contain important product details and relevant legal or regulatory information and should be read in conjunction with the Website pages.

9.9 Parts of the Website are provided by our agents and third parties. We try to ensure that our sources of information are reputable and that they take due care in preparing the information. However, we do not verify the information of third-party websites ourselves, and we do not guarantee that it is correct. We are also not responsible for any information on the Website or any site linked to the Website which is being marketed by a third party.

9.10 In this section 9, references to “you” and “your” include references to SIPP Members and SIPP Administrators and references to “your Account” include references to SIPP Dealing Accounts in respect of which SIPP Members, SIPP Managers or SIPP Administrators act in that capacity.

Section 10 – Liability

10.1 These liability provisions should be read carefully as they exclude or limit our legal liability in connection with your use of the Website. Nothing in these Terms and Conditions and in particular with these liability clauses shall attempt to exclude liability where that is not allowed under applicable law or regulation, including without limitation, for death or personal injury, or for fraudulent misrepresentation or in respect of any duties or liabilities we may owe to you under the Regulatory System.

10.2 We may make news, prices, opinions and other market information available on the Website. While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the Website, we exclude any warranties, undertakings or representations (either express or implied) to the full extent allowed under applicable law, that the Website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the Website or any part of the content or materials are appropriate or available for use in the United Kingdom or in other jurisdictions where we provide our Services. In particular, 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 “Disclaimers” section in the Important Information section of the Website which sets out the terms on which we make such market information available.

10.3 We will not be responsible or liable to you for any loss or expense suffered by you from your use of or access to the Website which includes any errors or omissions contained in the Website or if the Website is unavailable and we shall not be liable for any direct or indirect:

- economic losses (including but not limited to loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings); or
- loss of goodwill or reputation;

suffered by you arising out of your use of the Website and these Terms and Conditions.

10.4 Access to and use of the Website is at your own risk and we do not warrant that the use of the Website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including, but not limited to, loss of data, computer virus infection, spyware, malicious software, trojan horses and worms. It is your responsibility to protect and backup any data and equipment and to take reasonable precautions to scan for computer viruses or other destructive properties.

10.5 The internet is not a secure network and communications transmitted over the internet may be accessed by unauthorised third parties. We are not responsible for any losses or expenses you may incur arising out of changes made to the content of the Website by unauthorised third parties and we do not provide any guarantees about the accuracy, functionality or performance of any third-party software used in connection with the Website. We are not responsible for any electronic communications which we do not receive or receive in garbled form.

10.6 To provide increased value to users of the Website, we may provide links to other websites or resources for you to access. Such links are provided for information purposes only. You expressly confirm and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be responsible or liable, directly or indirectly, for:

- the privacy practices of such websites;
- the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources;
- any difficulties you may have downloading software contained on such websites or the consequences of doing so; or
- the use that others make of such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

10.7 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 the Website; or
- your fraud

(and where you do not notify us of any of the matters set out in section 5.4 of these General Terms and Conditions we cannot reasonably expect losses to occur as a result of them).

10.8 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.

10.9 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 Services as a result of maintenance or upgrade of systems or in the circumstances described in section 9.4 of these General Terms and Conditions. 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 deliberate default) or if there is a delay or a change in market conditions before they are carried out.

10.10 We, or any other member of the Société Générale Group (including the Boursorama Group), may take whatever action we consider appropriate to meet any obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and Other Services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your Account(s) (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay carrying out your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay. If we are not satisfied that a payment in or out of your Account is lawful, we may refuse to deal with it.

10.11 Neither we nor any other member of the Boursorama Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the Boursorama Group taking the actions set out in section 10.10 of these General Terms and Conditions. In addition, we shall not be responsible to you for any loss you may incur if we, or any of our agents or correspondents, are prevented from or delayed in providing you with any Services due to strikes, industrial action, failure of supplies or equipment, or other causes beyond our reasonable control.

10.12 The limitations or exclusions of liability may not apply to you to the extent that applicable law or regulation does not allow it.

10.13 In this section 10, references to “you” and “your” include references to SIPP Members, SIPP Managers and SIPP Administrators and references to “your Account” include references to SIPP Dealing Accounts in respect of which SIPP Members or SIPP Administrators act in that capacity.

Section 11 – Intellectual property

11.1 The copyright for all the information on each page of the Website is owned or licensed by Selftrade unless we state that it belongs to someone else. You may copy, reproduce, modify, reformat, download or temporarily store extracts from the Website or information made available to you through the Website, for your own personal use to help you use our products or Services, provided that you do not alter anything (including any copyright, trade mark or other notices you are provided with) and that you do not publish, transmit or otherwise reproduce that information in any format to any third party. You may not use the information in any other way, including using a part of the Website or any other website or providing a link to the Website or using the information for commercial purposes, without our prior written consent.

11.2 The Website contains trade marks belonging to Selftrade and other companies within the Boursorama Group. The unregistered trade marks include graphics, logos, words, phrases and icons contained on the Website, including, but not limited to, Selftrade characters. No rights are granted in respect of any of the above trade marks. If you are in doubt as to whether an item is a trade mark of Selftrade or a member of the Boursorama Group, please contact us for clarification.

Section 12 – Conflicts of interest and material interests

12.1 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 in respect of our investment business including our Dealing Services. A summary of this policy is available upon request. A summary is also available on the 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 Terms and Conditions.

12.2 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.

Section 13 – Other matters

13.1 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.

13.2 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 person by giving you written notice in accordance with section 8 of these General Terms and Conditions. After we have given you notice the person to whom we have transferred our rights will be entitled to exercise them and, if we have also transferred our obligations, will perform our obligations under these Terms and Conditions.

13.3 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.

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

13.5 In this section 13, references to “you” and “your” include references to SIPP Members, SIPP Managers and SIPP Administrators and references to “your Account” include references to SIPP Dealing Accounts in respect of which SIPP Members, SIPP Managers or SIPP Administrators act in that capacity.

Section 14 – Charges and payments

Charges for our Services

14.1 We make dealing and other charges for our Services. Details of all our current fees, charges and interest rates are set out in our Price List. We may introduce new charges or change our existing charges:

- if there is or we expect there will be a change in:
 - the Services;
 - the costs we incur in carrying out the activity for which the charge is or will be made;
 - Applicable Regulations; or
- to respond to changes made in the charges applied by our competitors in the retail financial services market offering similar services to customers with similar products; or
- to reflect the costs or consequences of any event beyond our control that may impact our provision of the Services to you.

When you deal with us or use any of our Services our latest charges will apply. You should make sure you have checked the latest charges in our Price List (on the Website). We will always give at least 30 days’ notice by email and on the Website before introducing any changes (see sections 15.2 and 15.3 of these General Terms and Conditions for further information on notices regarding amendments).

14.2 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.

14.3 We may make reasonable charges to you to cover the administrative costs of providing any additional information, documents etc. which we agree to supply to you at your request.

14.4 We will collect some charges for Dealing Accounts by adding them to the cost of buying Investments or by taking them from the sale proceeds of Investments, as detailed in our Price List. We may also collect our administration charges (such as the management fee) 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 any of your Accounts (unless we agree otherwise in respect of any Account type). If there are insufficient funds in your Accounts, we may carry forward such charges or expenses until any future time when there are sufficient funds 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 14.8 of these General Terms and Conditions, or send you an invoice for payment.

14.5 We do not provide credit services and you must ensure that none of your Accounts becomes overdrawn (has a negative balance). You must take care, for example, to ensure that you pay charges due to us on time

and that any payments you make to us through a Direct Debit, credit card or cheques are honoured by your bank or credit card issuer (do not "bounce"). If you cause any of your Accounts to become overdrawn, you will have breached your obligations under these Terms and Conditions. If your Accounts are overdrawn we will notify you of the amount that you owe us. You must pay that amount to us in full in one payment by the date specified in that notification. Any Accounts that go overdrawn will be subject to interest and an administrative charge to compensate us for our reasonably incurred costs. Details of these charges are available on the Website (in the Price List). For your Dealing Account, we will also have the rights set out in section 6.10 of the Supplemental Terms and Conditions for Dealing Services.

Payments for our Services

14.6 You may make payments for our Services by:

- cheque drawn on a UK bank account in your name made payable to the Account holder;
- Direct Debit;
- debit card;
- CHAPS;
- bank transfer; and
- only where specifically indicated on our Website, credit card.

14.7 All payments into your Account must be in Sterling.

14.8 Forms of payment

(a) We will accept payments from you by cheque drawn on a UK bank account in your name, Direct Debit, debit card or bank transfer and (for payments into the Selftrade Identity Monitor) credit card. You must give us and maintain an up-to-date and valid Direct Debit mandate for your bank account, which must be a recognised UK bank account. You must complete and provide to us and renew if applicable, and you authorise us to maintain and renew, 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 collect fees and charges from you using your Direct Debit instruction only when we have given you at least ten Business Days prior notice of these fees and/or charges and our intention to collect them by Direct Debit. You may be required to validate your payment by debit card or credit 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.

(b) When we make payments to you by bank transfer we will do so only to this specified bank account and all bank transfer payments to us must be from this bank account.

14.9 We will credit payments to your Account immediately after we receive them provided we receive them before the cut-off times set out in the "What's Traded when" section of the Website. The money will be available for use as soon as it has been cleared, subject to the terms of your Account.

14.10 Payments into your Account by cheque will normally start to earn interest on the Business Day after we have received the cheque and paid it into our client bank account. We endeavour to pay cheques into our client bank account within one Business Day of receipt. The money will normally be available to you on the fourth Business Day after we have received the cheque and paid it into our client bank account, although the cheque amount may be shown in the balance of your Account before then.

14.11 Cheques can be returned unpaid by your bank, even where funds have been made available to you. If you have drawn against these funds we can take the funds back up to and including the sixth Business Day after the day the cheque is paid into your Account. Where you are a party to a fraud or otherwise abusing our facilities, we can recover these funds at any time.

14.12 For payments by Direct Debit, credit card, CHAPS or bank transfer, interest will accumulate from the Business Day on which we receive the payment.

14.13 If you instruct your bank to make payments by CHAPS or bank transfer, they may be subject to delays because we will require additional anti-money laundering checks in order to verify the source. 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 14.8 of these General Terms and Conditions, 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.

14.14 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.

Payments on the closure of your Account

14.15 If you close your Account we will pay any money due to you by BACS to the account specified by you, in accordance with section 14.8 of these General Terms and Conditions. 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 normally 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.

Payment of third-party fees

14.16 Where you have appointed a person to manage your Account whether on a discretionary basis or otherwise ("the Manager"), we may have an agreement with the Manager with respect to the operation of your Account.

Where you inform us (in that agreement or otherwise) that you have authorised the Manager to deduct its fees from your Account, you confirm and acknowledge that where we deduct the Manager's fees from your Account:

- (a) we do so on the Manager's behalf as agent of the Manager and not on your behalf as your agent; and
- (b) your obligation to pay those fees to the Manager will be immediately discharged as a result, in accordance with your agreement with the Manager, and you will have no claim to or in respect of those fees.

Section 15 – General

15.1 If any of the terms in these Terms and Conditions are not consistent with the Applicable Regulations, the terms of the Applicable Regulations take priority.

Amendment of these Terms and Conditions

15.2 From time to time we may change these Terms and Conditions (including commissions and charges) and/or Part I of the Important Information section of the Website for the following reasons:

- (a) Where we reasonably consider that:
 - the change would make the terms easier to understand or fairer to you; or
 - the change would not be to your disadvantage.
- (b) To cover:
 - the improvement of any Service we supply in connection with the Account;
 - the introduction of a new Service;
 - the replacement of an existing Service with a new one; or
 - the withdrawal of a Service which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year.
- (c) To enable us to make reasonable changes to the way we look after your Account as a result of changes in:
 - the banking or financial system; or
 - technology; or
 - the systems we use to run our business.
- (d) As a result of a regulatory requirement (or where we reasonably expect that there will be a change in a regulatory requirement).

We will tell you about any changes and when they come into effect by placing a notice on the Website, by Secure Electronic Message and, if we hold a valid email address, by email (or by post if we do not hold a valid email address for you).

15.3 Any change which is made to reflect a change of applicable law or regulation or rules of a relevant exchange or interest rates on accounts where the interest rate tracks a Reference Interest Rate will take effect immediately or otherwise as we may specify. We will give you 30 days' notice of any other change. As a result if you do not wish to continue dealing with us you may close your Account in accordance with the Supplemental Terms and Conditions which relate to that Account.

Governing law and legal action

15.4 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 be dealt with only 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.

15.5 In this section 15, references to "you" and "your" include references to SIPP Members, SIPP Managers and SIPP Administrators and references to "your Account" include references to SIPP Dealing Accounts in respect of which SIPP Members or SIPP Administrators act in that capacity.

2 Supplemental Terms and Conditions for Dealing Services

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for Dealing Services apply to all Dealing Services we provide to you and to each Dealing Account we open for you.

1.2 These Supplemental Terms and Conditions for Dealing Services supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for Dealing Services state that the General Terms and Conditions do not apply or they contain a provision which is inconsistent with them, the General Terms and Conditions will also apply to our Dealing Services. If the General Terms and Conditions and these Supplemental Terms and Conditions for Dealing Services conflict with each other on any point, these Supplemental Terms and Conditions for Dealing Services will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for Dealing Services the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions also apply.

Complex Instrument – a complex Investment such as a derivative, option, future or swap;

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 the Website;

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

OEIC – “Open-ended investment company” (as defined in section 236 of the Financial Services and Markets Act 2000); and

Stabilisation Rules – has the meaning given to it in section 4.8 of these Supplemental Terms and Conditions for Dealing Services.

Section 3 – Our Dealing Services

3.1 Our Service enables you to trade in Investments via the internet, telephone and web-enabled mobile devices.

3.2 You must not regard either the information or any opinion expressed on the Website as advice or an offer to buy, sell or otherwise deal in a particular Investment.

3.3 You must be aged 18 or over to use our Dealing Services except in relation to CTF Accounts, which can be opened by individuals who are 16 or over.

Section 4 – Risk warnings for Dealing Services

4.1 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. Information on risks involved for specific Investments can be found on the Website.

4.2 Our service is 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 or otherwise. In providing our Dealing Services, 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.)

4.3 The Investments and Services offered by us may not be suitable for you. 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.

4.4 Certain Investments may not be or become readily realisable. They 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.

4.5 Under certain conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. A Stop Loss Order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price. For further information on Stop Loss Orders please see our Order Execution Policy (please note that our Order Execution Policy does not form part of our Terms and Conditions).

4.6 Where we register your Investments in the name of one of our Nominees or hold them with a Sub-custodian, the Nominee or Sub-custodian will hold your Investments together with those of our other customers in a pooled account. The Investments held in a pooled account in this way cannot be distinguished by individual customers. This means that if the Nominee or Sub-custodian defaults or becomes insolvent and there is a shortfall in the pooled account which cannot be reconciled, you (and our other customers) may share proportionately in that shortfall.

4.7 We will hold your Investments in one or more pooled accounts, therefore, 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 not pooled. In addition special benefits to shareholders or shareholder incentives attached to your Investments may be lost.

4.8 We may deal for you in Investments that are or 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 take place for a limited period only. There are limits on the price at which shares may be stabilised. Stabilisation is carried out by a “stabilisation manager” (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilising manager follows a strict set of rules (the **Stabilisation Rules**), he is entitled to buy back securities that were previously sold to investors or allotted to institutions, which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

The Stabilisation Rules:

- limit the period when a stabilising manager may stabilise a new issue;
- fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and
- require him to disclose that he may be stabilising but not that he is actually doing so.

The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which they are prepared to buy the securities.

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

4.10 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 the 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 prospectus and consult an independent financial adviser who is authorised by the FSA to advise on such Investments.

4.11 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. Your orders could be aggregated with orders made by another Selftrade customer. We will not aggregate an order from you with any other order unless we believe it is unlikely that such aggregation will work to your disadvantage. However, the aggregation of orders could result in a less favourable price.

4.12 As a consequence of using our Services, you may alter your personal tax position. The levels of and bases of taxation can change. Your Investments will be registered in the name of one of our Nominees or held by us with a Sub-custodian, the Nominee or Sub-custodian will

hold your Investments together with those of our other customers in a pooled account. Therefore, the Investments will not be distinguishable by customer/beneficial owner, the type of account within which they were purchased or to which they were transferred, the country of residence of the beneficial owner, or any other factors that might have a bearing on the rate at which dividends or other distributions in relation to those Investments might be taxed. As a consequence, and because dividends and other distributions may be taxed at source, 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 otherwise be applicable were the Investments held in your own name or in allocated accounts. You should consult your own tax adviser to understand any applicable tax consequence that might arise.

4.13 Exchange-rate fluctuations may adversely affect the value, price or income of non-UK Investments priced in foreign currencies. Foreign markets will involve different risks from UK markets and in some cases the risks will be greater. There may be different settlement, legal and regulatory requirements from those applying in the UK. The potential for profit or loss from transactions on foreign denominated contracts will be affected by fluctuations in foreign-exchange rates.

4.14 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 be used only for Investments that can be settled via CREST. Details of the Investments are on the 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 the Website will be updated accordingly.

4.15 If we suspend our Dealing Services in accordance with section 9.3 of these Supplemental Terms and Conditions for 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.

4.16 Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a percentage of contract value), you should establish what such charges are likely to mean in specific money terms.

Covered Warrants and Other Complex Instruments

4.17 Customers who wish to trade in "Covered Warrants" and "Other Complex Instruments" must provide information on their knowledge and experience in these products to enable an assessment to be made as to whether the product is appropriate for them. If you are interested in trading Covered Warrants or Other Complex Instruments, please complete the Application Form set out in the section on "Assessment Form – Covered Warrants and Other Complex Instruments" under the Important Information section of the Website, which also includes a description of Covered Warrants and Other Complex Instruments, including Securitised Derivatives. This Application Form is part of our Terms and Conditions.

4.18 You should not deal in Covered Warrants or Other Complex Instruments unless you understand their nature and the extent of your exposure to risk. This section cannot disclose all those risks or other significant aspects. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position. Although Covered Warrants and Other Complex Instruments can be used for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points.

4.19 A Covered Warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities.

4.20 Securitised Derivatives, may give you:

- a time-limited or absolute right to acquire or sell one or more types of investment which is normally exercisable against someone other than the issuer of that investment; or
- rights under a contract for differences, which allow the speculation on fluctuations in the value of the property of any description or an index, such as the FTSE 100 index.

In both cases, the investment or property may be referred to as the "underlying instrument".

4.21 Covered Warrants and Securitised Derivatives often involve a high degree of gearing so that a relatively small movement in the price of the underlying instrument results in a disproportionately larger movement, unfavourable or favourable, in the price of the Covered Warrant or the Securitised Derivative. The prices of Covered Warrants and Securitised Derivatives can therefore be volatile.

4.22 It is essential for anyone who is considering purchasing Covered Warrants to understand that the right to subscribe which a Covered Warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time scale then the investment becomes worthless.

4.23 Securitised Derivatives have a limited life, and may (unless there is some form of guaranteed return to the amount you are investing in the product) expire worthless if the underlying instrument does not perform as expected.

4.24 You should not buy a Covered Warrant or a Securitised Derivative unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges.

4.25 You should consider carefully whether or not a Covered Warrant or a Securitised Derivative is suitable for you in light of your circumstances and financial position, and if in any doubt please consult an independent financial adviser who is authorised by the FSA to advise on such Investments.

Limit Orders and Stop Orders

4.26 For a description of the types of Limit Order and Stop Order, please see "Limit Orders and Stop Orders" in the Important Information section of the Website.

4.27 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. 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.

4.28 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.

4.29 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:

- 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);
- other customers having placed similar orders, with an earlier time priority and being executed in priority to your order; or
- other factors which are outside our control.

4.30 Limit Orders and Stop Orders will be executed only if:

- for purchases, there are sufficient funds in your Dealing Account to meet the potential cost of execution (including dealing costs) or you are due to receive proceeds from a sale, in which case those funds will be applied to this purchase, and
- for sales, the relevant securities are held in your Dealing Account.

4.31 We will execute orders only in sizes, which are at or below the maximum quote size offered by our 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. For further information on the monitoring times of Limit Orders and Stop Orders, please refer to the "What's Traded When" section of the Website and the "Limit Orders and Stop Orders" pages of the Important Information section of the Website. You should also read the Examples of Limits Orders and Stop Orders page of our Important Information section of the Website (which contains some useful information which is not part of our Terms and Conditions).

4.32 In the event of a corporate action on a security, which affects the stock price, we will endeavour to delete any open Limit Orders in that 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.

Section 5 – Dealing

5.1 Orders will be accepted to purchase Investments only where you hold sufficient funds in the relevant Dealing 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 of a recent sale through us, in which case you authorise us to apply these proceeds to your purchase. You must give orders to sell only Investments which you already hold in a Dealing Account. It is your responsibility to ensure your Account has sufficient Investments in it to enable settlement of transactions which may result from your orders. 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 Orders or Limit Orders. Your orders will not bind us until we have accepted them.

Orders

5.2 Orders may be placed by telephone (please refer to the Price List for charges that apply to telephone orders) or online using the Website or by web-enabled mobile devices (including telephones and personal digital assistants). The Services provided for web-enabled devices are described on the Website. Currently, these include the following:

- customer log-on to access Dealing Account(s);
- obtaining quotes;
- viewing portfolio;
- placing orders to purchase or sell some Investments, including placing of Limit Orders where available.

5.3 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 Dealing Accounts accordingly. Selftrade will not be responsible for errors in transmission, connection failures, interception or tampering of messages as a result of using the Website and wireless web services. Please see the General Terms and Conditions for further information on use of the Website.

5.4 In the case of Investment Clubs, we will accept instructions only from the lead investor, in accordance with the provisions of section 6.5 of the General Terms and Conditions including for the buying and selling of Investments and the transfer of monies between the club's bank account and us.

5.5 Where a Dealing Account is in joint names and subject to section 8.2 of the General Terms and Conditions, we will accept instructions from either of you to buy or sell Investments or transfer funds between your nominated bank account and us but we will require instructions from both of you to authorise a transfer of Investments out of your Account.

Carrying out your orders

5.6 If we accept your instructions or orders, we will take all reasonable steps 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 deliberate default) or if there is a delay or change in market conditions before the transaction takes place.

5.7 Subject to section 5.6 of these Supplemental Terms and Conditions for Dealing Services 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.

5.8 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.

Size limits

5.9 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.

Best execution

5.10 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 the 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.

Limit Orders/Stop Orders

5.11 If you decide to place a Limit Order or a Stop Order (which 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 customers 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 be executed only if:

1. for purchases, there are sufficient funds in your Dealing Account to meet the potential cost of execution (including dealing costs) or you are due to receive proceeds from a sale in which case those funds will be applied to this purchase; and
2. for sales, the relevant securities are held in your Dealing Account;

- we will execute orders only 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.

5.12 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 the 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. Such orders may fail to execute if the price falls through a stop. Please see the 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.

Order aggregation

5.13 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. Your orders could be aggregated with orders made by another Selftrade customer. We will not aggregate an order from you with any other order unless we believe it is unlikely that such aggregation will work to your disadvantage. However, the aggregation of orders could result in a less favourable price.

Exchange requirements and other matters

5.14 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.

5.15 We reserve the right to cancel any outstanding transaction without notice where we believe there is sufficient justification and/or if there is a breach of section 5.9 of these Supplemental Terms and Conditions for Dealing Services. 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.

Contract notes and Account information

5.16 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.

5.17 Details of the Investments and cash held in and transactions relating to your Account can be viewed in the secure section of the Website.

5.18 You will be supplied by Secure Electronic Message with an interim and annual statement of your Account(s). You will also 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 of these documents 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.

US securities and complex investments – additional requirements

5.19 If you wish to trade in US securities, you will first be required to complete and return to us a valid W-BBEN 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 a valid form in the relevant time limit. You have an on-going obligation to inform us if you are no longer eligible.

5.20 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 at our discretion refuse to trade for you in these products if we consider that you have insufficient knowledge or expertise. You are reminded that we do not provide recommendations in respect of any Investments.

Section 6 – Your Investments

How will your Investments be looked after?

6.1 Where you purchase Investments using our Dealing Services or transfer them to us for your Dealing Account:

- we will hold those Investments for you as your custodian; and
- we will either:
 - register an Investment in the name of one of our Nominees, or
 - hold it in an account in our name with another custodian (a “Sub-custodian”),

as described further in section 6.3 of these Supplemental Terms and Conditions for Dealing Services.

6.2 We will ensure that our records make it clear that your Investments belong beneficially to you and not to any other person and that those Investments are separately identifiable in our record from our own assets or the Investments of any other customer.

6.3 Where we register your Investments in the name of one of our Nominees or hold them with a Sub-custodian, the Nominee or Sub-custodian will hold your Investments together with those of our other customers in a pooled account. However, we will ensure that the Nominee or Sub-custodian holds your Investments separately from our own assets and that they are recorded in the records of the Nominee or Sub-custodian as being held by us for our customers. The Investments held in a pooled account in this way cannot be distinguished by individual customers. This means that if the Nominee or Sub-custodian defaults or becomes insolvent and there is a shortfall in the pooled account which cannot be reconciled, you (and our other customers) may share proportionately in that shortfall.

6.4 As we will hold your Investments in one or more pooled accounts, 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 not pooled.

6.5 As your Investments will be pooled with those of other customers, 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?

6.6 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.

6.7 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 deliberate default) 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;
- Scheme of arrangement – no action to be taken;
- Recommended offer – acceptance of the offer; and
- 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 take all reasonable steps to give effect to your instructions but only on such terms as are reasonably acceptable to us.

6.8 Our charges for the custody services are set out in our Price List. Details can be provided on request.

6.9 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.

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

6.10 We do not provide credit services and you must ensure that none of your Accounts becomes overdrawn (has a negative balance). If you cause any of your Accounts to become overdrawn, you will have breached your obligations under these Terms and Conditions. If for any reason at any time you do not hold sufficient funds in your Dealing 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 Dealing Account becomes overdrawn as described in section 14.5 of the General Terms and Conditions, you will be in breach of your obligations and 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 towards 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;
- refuse to carry out any instructions relating to your Investments, share certificates or other title documents or connected rights;
- deduct and/apply any sum standing to the credit of any of your other Dealing 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 Dealing Accounts to this Account and sell such investments and apply the proceeds towards settling the total amount owed by you; or
- close your Account in accordance with section 9.2 of these Supplemental Terms and Conditions for Dealing Services.

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.

Section 7 – Charges and commissions

7.1 We may share charges or commissions 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.

7.2 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.

Section 8 – Responsibility

8.1 If having accepted an instruction to sell an Investment we negligently fail to carry it out in accordance with our obligations, you will be asked to choose whether:

- (a) We pay you the difference between the price that you obtained on the sale and a higher price you should have obtained (which we will calculate) if we had carried out your instruction 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.

8.2 If having accepted your instruction to buy an Investment we negligently fail to carry it out in accordance with our obligations, 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 (which we will calculate) and a higher price that you actually paid.

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

8.4 We accept responsibility under the FSA Rules for any custodian function we carry out where we hold your Investments for you through the Nominee.

8.5 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.

Section 9 – Closing a Dealing Account

9.1 You may close a Dealing Account at any time by giving us written notice in accordance with section 8.3 of the General Terms and Conditions. Your Account will be closed within 120 days after receipt of your written notice by us and we shall be entitled to sell your Investments and deduct any fees due to us in accordance with our general lien in section 7.10 of the General Terms and Conditions. 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.

9.2 We have the right to close any of your Dealing Accounts at any time by giving you at least 30 days' written notice in accordance with section 8.3 of the General Terms and Conditions. If at any time any of your Dealing Accounts does not hold any Investments or cash (or holds very little) or has been inactive for 18 months or more, we may (but will not be obliged to) contact you about that. 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 8.3 of the General Terms and Conditions.

9.3 In addition to section 9.2 of these Supplemental Terms and Conditions for Dealing Services and provided notice is given to you in accordance with section 8.3 of the General Terms and Conditions, we have the right to close or suspend any or all Dealing Account(s) immediately:

- if you do not make any payments due to us in respect of any purchase or sale or other transaction or fee in respect of your Account or 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;
- if you become insolvent or bankrupt or are subject to any insolvency proceedings/arrangements;
- if you seriously fail to comply with any of these Terms and Conditions or repeatedly fail to comply with any of these Terms and Conditions;
- if you become of unsound mind, or become a patient for the purpose of any statute relating to mental health, or are placed under any guardianship;
- where we believe it is necessary or desirable to enable us to comply with any Applicable Regulations;
- if there has been or we suspect there has been fraud involving your Account or any transactions on your Account; or
- if you fail to comply with section 5.2 of the General Terms and Conditions.

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

9.5 If a Dealing 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 that Account, subject to our general lien in section 7.10 of the General Terms and Conditions. If we close one or more of your Account(s) under this section 9 or if you do, we may make a charge to cover our administration costs and details of the current charges are available in the Price List.

9.6 In the event that any money remains unclaimed and there has been no movement in the cash balance of a Dealing Account with us for a period of six 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 then cease to treat that money as client money (if relevant). We will refund such cash balances if we receive a subsequent valid claim.

9.7 At any time after we have closed an Account under this section 9 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.

2A Supplemental Terms and Conditions for Shares ISAs

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for Shares ISAs apply only to Shares ISAs we provide to you.

1.2 These Supplemental Terms and Conditions for Shares ISAs supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for Shares ISAs state that the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to your Shares ISA. If the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services conflict with these Supplemental Terms and Conditions for Shares ISAs on any point, these Supplemental Terms and Conditions for Shares ISAs will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for Shares ISAs the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions and section 2 of the Supplemental Terms and Conditions for Dealing Services also apply.

Account Investments – shares, cash and any other investments held in a Selftrade ISA as permitted by the ISA Regulations;

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

Issuer – the company which issues Account Investments;

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

Shares ISA – an ISA designated as a stocks and shares ISA under the ISA Regulations subject to these Terms and Conditions.

Section 3 – Provision of Services

3.1 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 Shares ISA 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.

3.2 Complaints in respect of your Shares ISA should be addressed to the Compliance Officer as set out in section 3.4 of the General Terms and Conditions.

Section 4 – Your application

4.1 To open a Shares ISA with us or to transfer an existing ISA to us, you must complete in full an Application Form for a Shares ISA together with a Transfer Application Form where you apply to transfer an existing Shares ISA. Please see section 6 of these Supplemental Terms and Conditions for Shares ISAs which applies to transfers of existing ISAs.

4.2 Your Shares ISA will be subject to these Terms and Conditions (as described in section 1.1 of the General Terms and Conditions) and to the ISA Regulations. Your Shares ISA will be administered in accordance with the ISA Regulations, which take precedence over these Terms and Conditions.

4.3 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 Shares ISA or to transfer an existing ISA.

4.4 We will open your Shares ISA when your application is accepted by us and, we hold a valid subscription (see section 5.5 of these Supplemental Terms and Conditions for Shares ISAs). Where you apply to transfer an existing ISA we will open your Shares ISA 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.

4.5 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 a Shares 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 a Shares ISA or to transfer an ISA.

4.6 If your Application Form is not completed in full, we will not open your Shares ISA 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 cash subscription for a Shares ISA will be held by us and banked only when we are in receipt of the missing information.

4.7 The provisions of section 4.6 of these Supplemental Terms and Conditions for Shares ISAs will also apply to a Shares ISA to be opened using funds from any other Account you may have with us. Funds may be transferred from another Account to your Shares ISA only upon our acceptance of your Application Form.

4.8 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.

4.9 When you open a Shares ISA we will automatically open a Dealing Account for you if you do not already have one.

4.10 Dealing fee(s) and charges for the Shares 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 Shares ISA will be collected in accordance with section 14 of the General Terms and Conditions, save for any fees, charges or expenses which the ISA Regulations require to be met from the funds in your Shares ISA.

4.11 You have the right to cancel your Shares ISA in accordance with section 4 of the General Terms and Conditions.

Section 5 – Investing in your Shares ISA

5.1 To open a Shares ISA or to pay money into a Shares 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 5.3 of these Supplemental Terms and Conditions for Shares ISAs (but where a cash ISA is transferred to a Stocks and Shares ISA, see section 6.3 of these Supplemental Terms and Conditions for Shares ISAs); and
- not have exceeded the subscription limits or made a disallowed combination of ISAs.

If, while you hold a Shares ISA, your circumstances change and you no longer fall within either 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 Shares ISA. However, you must ensure you meet one of the two residency requirements in order to then subscribe further funds in your Shares ISA, whether in the current or future Tax Years.

5.2 Subscriptions to your Shares ISA must be made in your own name and cannot be carried forward to the next Tax Year.

5.3 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.

5.4 In accordance with the ISA 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 the Website. You cannot exceed ISA limits, which may change from time to time as a result of changes in the relevant legislation.

5.5 You may invest one or more lump sums in your Shares ISA during the Tax Year up to the limit referred to in section 5.4 of these Supplemental Terms and Conditions for Shares ISAs. All subscriptions must be made in Sterling. You must either submit with your Application Form payment by cheque from a UK bank account, or indicate the amount you wish to have transferred from one of your other Accounts, or the amount of any regular monthly payments you wish to make by Direct Debit (set up on your UK bank account under section 14.8 of the General Terms and Conditions) or that you intend to fund the Shares ISA by debit card.

5.6 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 Shares ISA.

5.7 If you do not invest in your Shares ISA during a Tax Year, you will need to make a new declaration to invest in it in the following Tax Year.

Section 6 – Transferring a Shares ISA

6.1 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 Shares ISA in accordance with the ISA Regulations. Please note that a "stocks and shares" ISA can be transferred only to another "stocks and shares" ISA and cannot be transferred to a cash ISA. However, funds held in a cash ISA can be transferred to a "stocks and shares" ISA.

6.2 Only such investments as are specified in the ISA Regulations can be transferred into a Shares ISA.

6.3 We can accept ISA transfers only from "stocks and shares" ISAs or cash ISAs as specified in the ISA 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 7 – Account Investments

7.1 Your Shares ISA 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 Shares ISA 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 Shares ISA.

7.2 You can invest only in Qualifying Investments for a "stocks and shares" ISA. You must ensure that the Account Investments you select for your Shares ISA are and continue to be Qualifying Investments. If you purchase an Investment that is not a Qualifying Investment, you do so at your risk. If you have any Investments in your Shares ISA which are not Qualifying Investments at any time, and you inform us of that or we otherwise become aware of it, we will ask you whether you want us to (1) sell the Investments and pay the proceeds to your Shares ISA or (2) withdraw the Investments from your Shares ISA to your Dealing Account. If we do not receive your instructions by the date specified in the notice to you, we will sell the Investment on your behalf and pay the proceeds to your Shares ISA, unless the Investment cannot be traded, in which case we will move it to your Dealing Account. We may charge you for this service in accordance with our Price List.

7.3 Account Investments (other than cash) 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 ISA Regulations). The Account Investments cannot be used as security for a loan. Documents evidencing title to these Account Investments will also be held in the name of the Nominee.

7.4 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 Shares 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.

7.5 We will hold money in your Account on the terms set out in section 7 of the General Terms and Conditions. Under the ISA 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.

7.6 Interest will be paid on the cleared cash balance in your Shares ISA and credited to that Account in accordance with section 7.8 of the General Terms and Conditions.

7.7 The Shares ISA does not meet the Government's CAT (charges, access and terms) standards.

7.8 All dividends, tax reclaims and interest relating to the Account Investments will be paid into and be retained within the Shares ISA. The principal purpose of having this Shares ISA 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 a Shares ISA indefinitely.

Section 8 – Withdrawals

8.1 At your request made in writing to us in accordance with section 8.3 of the General Terms and Conditions, all or part of the Account Investments held in a Shares ISA and proceeds arising from the Account Investments may be transferred or paid to you. We will take all reasonable steps to make the transfers and payments as soon as reasonably practicable after we receive your instructions.

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

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

Section 9 – Closing your Shares ISA

9.1 We can close or suspend your Shares ISA at any time or by giving you at least 30 days' notice in accordance with sections 9.2 and 9.3 of the Supplemental Terms and Conditions for Dealing Services.

9.2 You can close your Shares ISA at any time by giving us notice in accordance with section 9.1 of the Supplemental Terms and Conditions for Dealing Services.

9.3 If we or you close your Shares ISA, 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 Shares ISA (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 ISA 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 the Website.

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

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

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

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

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

9.9 Your Shares ISA will automatically terminate on your death and tax benefits will cease. The rights to your Shares ISA vest in your estate on your death. We will deal with the Account Investments as instructed by your executors and/or Personal Representatives who must arrange to provide us with such documentary evidence as we reasonably require.

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

9.11 Tax benefits of your Shares ISA are dependent on your personal situation and are subject to change.

Section 10 – Other matters

Limits on our responsibilities to you

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

10.2 To the extent permitted by the FSA Rules, the Account Manager accepts no responsibility for the Account Investments in your Shares ISA (nor for assets and cash transferred to your Shares ISA 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.

10.3 In the case of an ISA transfer to a Shares ISA, you must ensure that the existing ISA manager complies with the transfer instructions given by the Account Manager.

Funding your Account

10.4 You must ensure that there are sufficient funds in your Shares ISA 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 Shares ISA may reduce the tax benefits available to you.

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

10.5 Please read carefully sections 6 and 9 of the Supplemental Terms and Conditions for Dealing Services and section 7 of the General Terms and Conditions which set out certain rights we have when you owe us money and our right to close your Shares ISA in certain circumstances and also to take steps to recover any outstanding sums due to us, including a right to sell the Account Investments.

2B Supplemental Terms and Conditions for SIPP Dealing Accounts

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for SIPP Dealing Accounts apply only to SIPP Dealing Accounts we provide.

1.2 These Supplemental Terms and Conditions for SIPP Dealing Accounts supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for SIPP Dealing Accounts state that the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to your SIPP Dealing Account. If the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services conflict with these Supplemental Terms and Conditions for SIPP Dealing Accounts on any point, these Supplemental Terms and Conditions for SIPP Dealing Accounts will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

1.5 Each SIPP Dealing Account is held by a SIPP Trustee in respect of a SIPP Member. The SIPP Trustee is our Client and we provide the Account only to the SIPP Trustee. However the Terms and Conditions (including these Supplemental Terms and Conditions for SIPP Dealing Accounts) also apply, where specified, to SIPP Members, SIPP Managers and SIPP Administrators and are binding on them. Sections 5 (except for 5.1), 8 (except for 8.1 and 8.2), 9, 10, 13 and 15 of the General Terms and Conditions apply to SIPP Members, SIPP Managers and SIPP Administrators. (Please note that this does not affect the fact that all the obligations and limitations in the Terms and Conditions are binding on any person who uses the Website.)

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

In these Supplemental Terms and Conditions for SIPP Dealing Accounts the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions and section 2 of the Supplemental Terms and Conditions for Dealing Services also apply.

Account Investments – shares, cash and any other Investments held in a SIPP Dealing Account subject to clause 6.4 of these Supplemental Terms and Conditions for SIPP Dealing Accounts;

Operator – the SIPP Trustee or SIPP Administrator of the SIPP opened by the SIPP Trustee in respect of the SIPP Member as appropriate under the terms of the SIPP Member's SIPP;

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

“you” and “your” – references to “you” and “your” in these Supplemental Terms and Conditions include references to SIPP Members, SIPP Managers and SIPP Administrators where the context requires.

Section 3 – Provision of Services

3.1 You are reminded that we provide an execution-only service and the decision to buy or sell securities through the SIPP Dealing 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.

3.2 Complaints in respect of the SIPP Dealing Account should be addressed to the Compliance Officer as set out in section 3.4 of the General Terms and Conditions. If your complaint relates to the administration of a SIPP, you should contact the Operator.

3.3 We provide our SIPP Dealing Accounts to the SIPP Trustee, and where the SIPP Trustee has given authority to the SIPP Member, to enable the SIPP Member (and where a SIPP Manager is appointed, the SIPP Manager) to buy or sell investments through them. 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 SIPP Regulations.

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

Section 4 – Your application

4.1 Each SIPP Member must be aged 18 or over.

4.2 Each SIPP Member 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 SIPP Regulations. In addition, a SIPP Member must have established a SIPP under the terms of which a SIPP Dealing Account may be operated.

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

4.4 In order to open a SIPP Dealing Account, the SIPP Member, and if relevant the SIPP Manager, and the SIPP Trustee and if separate the SIPP Administrator must complete an Application Form in full and return by post.

4.5 The SIPP Dealing Account will be subject to the conditions set out in the Terms and Conditions and to the SIPP Regulations.

4.6 A SIPP Dealing Account will be opened when an application is accepted by us. We have the right to reject any application without specifying the reason to any person for doing so.

Your right to cancel

4.7 You have the right to cancel your SIPP Dealing Account within 14 days after the day on which we accept your application to open the SIPP Dealing Account. In order to cancel a SIPP Dealing Account opened by a SIPP Trustee in respect of a SIPP Member, both the SIPP Member and the SIPP Trustee must send us written notice in accordance with section 8.3 of the General Terms and Conditions. If you cancel we will in accordance with written instructions given by the SIPP Trustee pursuant to section 8.3 of the General Terms and Conditions:

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

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

Section 5 – Instructions to Selftrade

5.1 Subject to section 5.2 of these Supplemental Terms and Conditions for SIPP Dealing Accounts, the SIPP Trustee agrees to give dealing authority to the SIPP Member and the SIPP Manager for the SIPP Dealing Account opened in respect of the SIPP Member. This means that instructions in respect of dealing and corporate actions will be accepted only from the SIPP Member or the SIPP Manager. In the event of the SIPP Member's death, this authority will pass to the SIPP Trustee once such documentary evidence of death as we require has been received from the SIPP Trustee. The SIPP Member is responsible for ensuring that orders and instructions are given to us in accordance with the Pension Scheme Rules.

5.2 Any decisions in respect of a change to the terms and conditions governing the SIPP Dealing Account must be taken by the SIPP Trustee.

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

Section 6 – Account Investments

6.1 Investments will be held in the name of the Nominee on trust on behalf of the SIPP Trustee.

6.2 We are authorised by the SIPP Member, the SIPP Trustee and SIPP Administrator, to hold monies in the SIPP Dealing Account. Please see section 7 of the General Terms and Conditions, which explains how we hold cash in the SIPP Dealing Account.

6.3 Subject to any powers or rights of the SIPP Trustee and/or SIPP Administrator or under the Pension Scheme Rules or the SIPP Regulations, the SIPP Member and the SIPP Manager have full responsibility for making investment decisions in respect of the SIPP Dealing Account and must make any purchases or sales of Investments in accordance with the SIPP Regulations.

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

6.5 Copies of contract notes, consolidated tax certificates and statements for the SIPP Dealing Account opened in respect of a SIPP Member will be provided to the relevant SIPP Member in accordance with section 5 of the Supplemental Terms and Conditions for Dealing Services. A fee may be charged for this service and details of our current charges are available in our Price List. We may also provide details of transactions and corporate actions to the SIPP Trustee if requested. Please also see section 14 of the General Terms and Conditions. Other communications sent by us relating to the SIPP Dealing Account will be sent in accordance with section 8 of the General Terms and Conditions but will be sent to each of the SIPP Member and the SIPP Trustee.

Section 7 – Limits on our responsibilities to you

7.1 We are not responsible to the SIPP Trustee, SIPP Member, the SIPP Manager or any person for any loss suffered in the value of the SIPP Dealing Account caused by a fall in the value of Account Investments.

7.2 We are not responsible to the SIPP Trustee, SIPP Member, SIPP Manager or any person for any loss caused by a breach of the SIPP Regulations arising from the SIPP Member's instructions to purchase inappropriate Investments for the SIPP Dealing Account or to make purchases which do not meet the requirements of the SIPP Regulations.

7.3 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

Our Rights

7.4 Please read carefully sections 6 and 9 of the Supplemental Terms and Conditions for Dealing Services and section 7 of the General Terms and Conditions which set out certain rights we have when you owe us money and our right to close a SIPP Dealing 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 8 – Closing the SIPP Dealing Account

8.1 Section 9 of the Supplemental Terms and Conditions for Dealing Services will apply except that:

- (a) if the SIPP Member or the SIPP Trustee wishes to transfer or close the SIPP Dealing Account opened by the SIPP Trustee in respect of that SIPP Member notice must be given to us by both the relevant SIPP Member and the SIPP Trustee; and
- (b) if the SIPP Dealing Account opened by the SIPP Trustee in respect of a SIPP Member is closed, we will as soon as reasonably practicable arrange for the delivery of the Account Investments in accordance with instructions given by the SIPP Trustee.

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for Child Trust Funds apply only to Child Trust Funds we provide.

1.2 These Supplemental Terms and Conditions for Child Trust Funds supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for Child Trust Funds state that the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to your Child Trust Fund. If the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services conflict with these Supplemental Terms and Conditions for Child Trust Funds on any point, these Supplemental Terms and Conditions for Child Trust Funds will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for Child Trust Funds the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions and section 2 of the Supplemental Terms and Conditions for Dealing Services also apply.

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

Available Cash Balance – the cash balance in your CTF Account which is the total of cleared funds credited to the CTF 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;

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
- the parents agree by means of a parental responsibility agreement; or
- a court so orders.

Other individuals who have parental responsibility 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;

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

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;

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 the 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” or “Shares” CTF, the date on which your sale or purchase instruction is executed, as set out in the Website;

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

Section 3 – Provision of Services

3.1 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. In respect of Stakeholder CTFs, you may invest only in the Qualifying Investments shown on the Website.

3.2 Complaints in respect of your CTF Account should be addressed to the Compliance Officer as set out in section 3.4 of the General Terms and Conditions.

Section 4 – Your application

4.1 An application to open a CTF Account must be made on a CTF Application Form, which must be completed in full.

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

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

4.4 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.

4.5 Your CTF 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 10 of these Supplemental Terms and Conditions for Child Trust Funds). CTF Accounts which have been transferred from another CTF 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 CTF Provider.

Section 5 – Investing in your CTF

5.1 You must be aged 16 or over.

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

5.3 You will not be eligible to open a CTF Account in the name of a Child who already holds a CTF with another CTF Provider, unless that CTF is being transferred to Selftrade.

5.4 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 the 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 7 of these Supplemental Terms and Conditions for Child Trust Funds. 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.

5.5 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 Account.

5.6 Selftrade will purchase Qualifying Investments using the Available Cash Balance in the CTF Account on the Trade Date.

Section 6 – Stakeholder and Non-Stakeholder Services

6.1 Your CTF Account can be either a Stakeholder CTF or a Non-Stakeholder CTF.

6.2 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.

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

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

Section 7 – Feeder account

7.1 When a CTF Account is opened, a linked feeder account is also opened separate from the CTF.

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

Section 8 – Transferring a CTF

8.1 You may apply to transfer your CTF Account to another CTF 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 CTF Provider. Selftrade will not be responsible for any delay caused by another CTF Provider.

8.2 You may apply to change your CTF Account 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.

8.3 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 9 – Account Investments

9.1 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.

9.2 You may invest only in Qualifying Investments. You must ensure that the Account Investments you select for your CTF Account are and continue to be Qualifying Investments. If you purchase an Investment that is not a Qualifying Investment, you do so at your risk. If you have any Investments in your CTF Account which are not Qualifying Investments at any time, and you inform us of that or we otherwise become aware of it, we will sell the Investment on your behalf and pay the proceeds to your CTF Account. We will notify you should this be required.

9.3 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.

9.4 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 charges are given in our Price List.

9.5 Any cash balance in the CTF Account will be held in accordance with the CTF Regulations on trust for the Child as beneficial owner of the Account Investments. As a result, we will hold cash in the CTF Account in accordance with the Client Money Rules, which requires us to hold it in one or more client bank accounts, segregating your funds from ours at one or more banks approved by the FSA. We will hold these funds in Sterling in a pooled client deposit account at a credit institution being a UK bank or a European bank, including Boursorama or Société Générale or any other European bank. This means that if a bank with which we hold a client bank account defaults or becomes insolvent and there is an unreconciled shortfall in a client bank account, you may share proportionately in that shortfall.

9.6 All income and gains arising on Account Investments made into the CTF Account will remain within the CTF and will be reinvested.

Section 10 – Cancellation and Withdrawals

10.1 You have the right to cancel a CTF application, including a request to transfer from another CTF 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 Account as described in section 4.5 of these Supplemental Terms and Conditions for Child Trust Funds.

10.2 Withdrawals from a CTF Account before the date on which the Child attains the age of 18 years may be made only:

- (a) by us, in our capacity as the Account Provider, to settle any fees and administrative charges, which are properly due to us in respect of the CTF Account. 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 11 – Closing of a CTF

11.1 Except as provided in this section 11, you cannot close a CTF Account before the Child attains their 18th birthday. If you fail to comply with any of the CTF Regulations, the CTF Account may become void. We will inform you if this happens.

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

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

11.4 If the CTF Account is made void and this cannot be remedied, we will close the CTF Account, notify you and deliver the Account Investments to you in accordance with your written instructions given as provided in section 8.3 of the General Terms and Conditions.

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

11.6 When the Child reaches the age of 18, the Child may withdraw money from the CTF Account or close the CTF Account and we will deliver the Account Investments in accordance with the Child's written instructions given as provided in section 8.3 of the General Terms and Conditions.

11.7 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 CTF Account and any reasonable additional expenses incurred in closing the CTF Account as detailed in our Price List.

11.8 Section 9 of the Supplemental Terms and Conditions for Dealing Services (Closing a Dealing Account) will not apply.

Section 12 – Other matters

Limits on our responsibilities

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

12.2 To the extent permitted by the CTF Regulations, Selftrade accepts no responsibility for the Account Investments in your CTF Account 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 Account is transferred from an existing CTF Provider Selftrade will be responsible for the funds and investments in the CTF Account only once cleared funds and investments have been received from the existing CTF Provider.

12.3 Please read the rest of these Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

12.4 We will not have rights under section 7.9 of the General Terms and Conditions or otherwise to use money held in a CTF Account to repay debts you owe us in respect of Other Services we provide to you other than as permitted under the CTF Regulations. Section 6.10 of the Supplemental Terms and Conditions for Dealing Services giving us certain rights where we are owed money will not apply.

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

12.6 If you want to change the Registered Contact you must send us written notice in accordance with section 8.3 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 Supplemental Terms and Conditions for the Regular Investment Service

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for the Regular Investment Service apply only to the Regular Investment Service we provide.

1.2 These Supplemental Terms and Conditions for the Regular Investment Service supplement and form part of the Terms and Conditions, as described in section 1.1. of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for the Regular Investment Service state that the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to the Regular Investment Service. If the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services conflict with these Supplemental Terms and Conditions for the Regular Investment Service on any point, these Supplemental Terms and Conditions for the Regular Investment Service will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for the Regular Investment Service the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions and section 2 of the Supplemental Terms and Conditions for Dealing Services also apply.

Available Cash Balance – the cash balance in your eligible Dealing Account which is the total of cleared funds credited to that Dealing 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 the Website;

Regular Investment Amount – the amount invested or to be invested in an Available Investment within a Dealing 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 Dealing Account, as described on the Website and in these Terms and Conditions;

Trade Date – the date on which Investments are purchased through the Regular Investment Service. This date is specified on the Website for both monthly and other payment intervals (if applicable), 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 3 – Provision of the Regular Investment Service

3.1 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.

3.2 The Regular Investment Service is a service offered by us in conjunction with eligible Dealing Accounts as specified on the Website, which enables you to purchase Available Investments using cash available in an eligible Dealing Account at a regular interval.

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

3.3 You can use the Regular Investment Service in conjunction with an eligible Dealing Account for which the Regular Investment Service is available as shown on the Website if you have submitted a Regular Investment Service Application Form that is accepted by us.

3.4 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 Dealing Account and stop your participation in the Regular Investment Service. Please refer to section 9.7 of the General Terms and Conditions.

3.5 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 eligible Dealing Account on the Trade Date in accordance with your instructions.

3.6 By sending your Regular Investment Service Application Form to us, you:

- agree to instruct us to arrange to purchase the Available Investments for you using the available cash, if any, in your eligible Dealing 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;
- agree to instruct us to deduct from your eligible Dealing Account the charges and fees (detailed in section 7 of these Supplemental Terms and Conditions for the Regular Investment Service) payable in respect of the Available Investments purchased for you on each occasion that we make a purchase; and
- confirm you are resident in the UK.

3.7 Available Investments purchased for you under the Regular Investment Service will be held in the same way as the other Investments held in your Dealing Account.

3.8 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.

3.9 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.

3.10 Please read the rest of the Terms and Conditions, including the General Terms and Conditions and the Supplemental Terms and Conditions for Dealing Services carefully. Please pay attention to the risk warnings in section 4 of the Supplemental Terms and Conditions for Dealing Services about the risks of buying and selling Investments.

3.11 Selftrade is not making any recommendations that you invest in or otherwise deal in or exercise rights in or to any Available Investments.

3.12 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 4 – Dealing

4.1 A minimum Regular Investment Amount applies, details of which are published on the Website. Over and above this amount you decide your Regular Investment Amount.

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

4.3 Available Investments will be purchased for you using the Available Cash Balance in your eligible Dealing Account after deduction of a dealing charge and other applicable charges (please see section 7 of these Supplemental Terms and Conditions for the Regular Investment Service).

4.4 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.

4.5 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 6 of these Supplemental Terms and Conditions for the Regular Investment Service, 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.

4.6 A contract note will be provided to you showing the date, number, purchase price and associated costs in accordance with section 5.16 of the Supplemental Terms and Conditions for Dealing Services. A consolidated tax certificate will be supplied in accordance with section 5.18 of the Supplemental Terms and Conditions for Dealing Services.

Section 5 – Funding your Account

5.1 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 eligible Dealing 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 8.6 of these Supplemental Terms and Conditions for the Regular Investment Service. In the event that the Available Cash Balance in your eligible Dealing 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 eligible Dealing Account. If we are unable to make investments on your behalf for three consecutive months as a result of there being insufficient available cash in your eligible Dealing 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 Regular Investment 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.

5.2 We will not earmark the Regular Investment Amount from the Available Cash Balance in your eligible Dealing 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 eligible Dealing 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 that Account, sufficient to clear the overdrawn cash balance. We may charge you for this sale. Our rights set out in sections 7.9 and 7.10 of the General Terms and Conditions and section 6.10 of the Supplemental Terms and Conditions for Dealing Services 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.

5.3 Where applicable to your eligible Dealing Account and subject to sections 5.4 and 5.5 of these Supplemental Terms and Conditions for the Regular Investment Service, you may instruct us to draw a regular monthly payment from your nominated bank account. You can arrange for the regular payment by completing a Direct Debit form, which you can download from the 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.

5.4 Where you are investing into a Shares 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.

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

Section 6 – Surplus cash

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

Section 7 – Charges

7.1 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 14.1 of the General Terms and Conditions.

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

Section 8 – Applications, termination and variations

8.1 We will take all reasonable steps to process Regular Investment Service instructions as soon as practicable after receipt by us.

8.2 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.

8.3 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 8.3 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.

8.4 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.

8.5 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 8.3 of the General Terms and Conditions 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 changes will take effect after such period as may be specified in the notice.

8.6 You may vary the Regular Investment Amount or stop using the Regular Investment Service with an eligible Dealing 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 8.3 of the General Terms and Conditions or by amending your Regular Investment Service instruction online by logging into your Account before 10.00 p.m. on the Business Day prior to the Trade Date. We will do all we can to process your instructions as soon as practicable after we receive them.

8.7 Where you vary your instructions or stop using the Regular Investment Service or we stop your use of it under sections 8.5 or 8.6 of these Supplemental Terms and Conditions for the Regular Investment Service, 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.

8.8 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.

8.9 If a Dealing Account for which you use the Regular Investment Service is closed, the Regular Investment Service will stop. If all of your Dealing Accounts used with the Regular Investment Service are closed, your use of the Regular Investment Service will stop.

Section 9 – Limits on our responsibilities

9.1 Please read the rest of these Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for the Dividend Reinvestment Service apply only to the Dividend Reinvestment Service we provide.

1.2 These Supplemental Terms and Conditions for the Dividend Reinvestment Service supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for the Dividend Reinvestment Service state that the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to the Dividend Reinvestment Service. If the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services conflict with these Supplemental Terms and Conditions for the Dividend Reinvestment Service on any point, these Supplemental Terms and Conditions for the Dividend Reinvestment Service will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for the Dividend Reinvestment Service the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions and section 2 of the Supplemental Terms and Conditions for Dealing Services also apply.

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

Dividend Reinvestment Service – the facility to reinvest dividend income from Investments held in eligible Dealing 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 the Website;

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

Purchased Investments – the Investments purchased by us for your eligible Dealing Account under the terms of this Service.

Section 3 – Provision of the Dividend Reinvestment Service

3.1 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.

3.2 The Dividend Reinvestment Service is a service offered by Selftrade, in conjunction with eligible Dealing Accounts as shown on the 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 eligible Dealing Account. You may reinvest dividends from all or some of the Investments held by you.

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

3.4 You can use the Dividend Reinvestment Service if you have an eligible Dealing Account, 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.

3.5 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. Please refer to section 9.7 of the General Terms and Conditions.

3.6 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 eligible Dealing Account in respect of the latest dividend payment from that Investment.

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

- 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 eligible Dealing 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;
- agree to instruct us to deduct from your eligible Dealing Account the charges and fees, described in section 6 of these Supplemental Terms and Conditions for the Dividend Reinvestment Service, payable in respect of the Investments purchased for you each time that we make a purchase; and
- confirm you are resident in the UK.

3.8 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 eligible Dealing Account.

3.9 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.

3.10 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.

3.11 Please read the rest of the Terms and Conditions, including the General Terms and Conditions and the Supplemental Terms and Conditions for Dealing Services carefully. Please pay attention to the risk warnings in section 4 of the Supplemental Terms and Conditions for Dealing Services about the risks of buying and selling Investments.

3.12 Selftrade is not making any recommendations that you invest in or otherwise deal in or exercise rights in or to any Available Investments.

3.13 You are solely responsible for deciding:

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

Section 4 – Dealing

4.1 A minimum investment amount may apply and details will be published on the Website.

4.2 Investments will be purchased for you on or as soon as reasonably practicable after any dividend has been credited to your eligible Dealing Account, using the whole of the cash dividend after deduction of dealing and other applicable charges, as described in section 6 of these Supplemental Terms and Conditions for the Dividend Reinvestment Service. Purchases will generally be made within one Business Day after credit of the dividend to your eligible Dealing 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 5.2 of these Supplemental Terms and Conditions for the Dividend Reinvestment Service, 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.

4.3 A contract note will be provided to you showing the date, number, purchase price and associated costs in accordance with section 5.16 of the Supplemental Terms and Conditions for Dealing Services. A consolidated tax certificate will be supplied in accordance with section 5.18 of the Supplemental Terms and Conditions for Dealing Services.

Section 5 – Funding your Account and surplus cash

5.1 In order to ensure that an investment is made through the 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 eligible Dealing Account. In the event that the Available Cash Balance in your eligible Dealing 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 three consecutive occasions as a result of there being insufficient available cash in your eligible Dealing 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 eligible Dealing Account before Investments are purchased.

5.2 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 6 – Charges

6.1 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 the Website, together with stamp duty and commissions payable. Charges and fees are subject to change, in accordance with section 14.1 of our General Terms and Conditions.

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

Section 7 – Applications, termination and variations

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

7.2 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 8.3 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.

7.3 Once you have joined the Dividend Reinvestment Service, all future dividends received by us on Investments in that Account that you have selected for the Dividend Reinvestment Service will be reinvested automatically by purchasing additional Investments on your behalf until you vary or terminate your instructions in accordance with section 7.6 of these Supplemental Terms and Conditions for the Dividend Reinvestment Service, 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.

7.4 We have the right, at any time or by giving at least 30 days' notice to you either in writing or by Secure Electronic Message in accordance with sections 9.2 and 9.3 of the Supplemental Terms and Conditions for Dealing Services:

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

7.5 You may stop using the Dividend Reinvestment Service at any time for an Account or as regards any Investment by giving ten days' notice to us, either in writing or by Secure Electronic Message in accordance with section 8.3 of the General Terms and Conditions or by deleting the Dividend Investment Service instruction online by logging into your Account. We will do all we can to process your instructions as soon as possible after we receive them.

7.6 When you stop or vary your use of the Dividend Reinvestment Service or we terminate or withdraw your use of it, under sections 7.4 or 7.5 of these Supplemental Terms and Conditions for the Dividend Reinvestment Service, 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.

7.7 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 or set up a new Dividend Reinvestment Service instruction online by logging into your Account.

7.8 Subject to section 7.3 of these Supplemental Terms and Conditions for the Dividend Reinvestment Service, if you close your eligible Dealing Account(s) your Dividend Reinvestment Service instructions will cease with respect to that/those Dealing Accounts. If all of your Dealing Accounts used with the Dividend Reinvestment Service are closed, your use of the Dividend Reinvestment Service will close.

Section 8 – Our responsibilities

8.1 Please read the rest of these Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

3 Supplemental Terms and Conditions for Banking Services

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for Banking Services apply to all Banking Services we provide to you and to each Deposit Account we open for you.

1.2 These Supplemental Terms and Conditions for Banking Services supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for Banking Services state that the General Terms and Conditions do not apply or they contain a provision which is inconsistent with them, the General Terms and Conditions will also apply to our Banking Services. If the General Terms and Conditions and these Supplemental Terms and Conditions for Banking Services conflict with each other on any point, these Supplemental Terms and Conditions for Banking Services will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for Banking Services the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions also apply.

Unclaimed Assets Scheme – the Government scheme to allow longstanding unclaimed monies in bank and building society accounts to be reinvested in society without taking away the consumer's right to reclaim their money.

Section 3 – Our Banking Services

3.1 Our Banking Services enable you to monitor your Deposit Accounts via the Website and telephone, see section 9 of the General Terms and Conditions.

3.2 Our Deposit Accounts are available only to private individuals aged 18 years or over who are ordinarily resident in the United Kingdom for tax purposes.

3.3 To open a Deposit Account with us, you must complete in full the relevant Application Form.

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

3.5 We will open your Deposit Account when your application is accepted by us.

3.6 We reserve the right to refuse your application for a Deposit Account without reason, including but not limited to where we believe that any information provided by you is incorrect or where we believe that you are not eligible for a Deposit Account.

3.7 If your Application Form is not completed in full, we will not open your Deposit Account unless you have provided the missing details. You must supply us with all missing details within 30 days following your application, during which time any subscription will be banked but we will not credit the proceeds to your Deposit Account unless we are in receipt of the missing information.

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

Section 4 – Making deposits

4.1 You may make deposits into a Deposit Account in accordance with the provisions set out in sections 14.5 to 14.7 of the General Terms and Conditions.

Section 5 – Using your Deposit Account

5.1 Details of cash held in and transactions relating to your Deposit Account, including the balance on your Deposit Account, can be viewed in the secure section of the Website. Tax statements will be available on the secure section of the Website. We may charge you for duplicate statements or other information, unless prevented from doing so by law. Our charges are set out in our Price List.

5.2 You may not overdraw your Deposit Account. If we receive a payment instruction that would send your Account overdrawn we will reject that payment instruction in full.

Section 6 – Interest rates and calculation

6.1 We will calculate any interest on funds held in a Deposit Account in accordance with the provisions set out in sections 14.9 and 14.11 of the General Terms and Conditions. We will calculate interest daily on the cash balance in that Deposit Account.

6.2 Our Price List has details of the current interest rates we pay.

6.3 When our interest rates change, we will inform you in accordance with sections 15.2 and 15.3 of the General Terms and Conditions.

Section 7 – Closing your Account

7.1 You may close a Deposit Account at any time by giving us written notice in accordance with section 8.3 of the General Terms and Conditions. You may be required to pay a charge if you close a fixed term product before the end of the fixed term. See the Supplemental Terms and Conditions for the relevant product for details.

7.2 We may close a Deposit Account for any reason but will give you 30 days' notice before we do so. We have the right to close your Deposit Account immediately if:

- 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 and, for the avoidance of doubt, failure to pay money when owed is a serious failure;
- there has been or we suspect there has been fraud involving any of your Accounts or any transactions on any of your Deposit Accounts;
- there has been or we suspect there has been suspicious activity on your Deposit Account;
- we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Deposit Account; or
- you have not satisfied any money laundering requirements.

7.3 We will give you notice in writing in accordance with section 8.3 of the General Terms and Conditions immediately after your Deposit Account has been closed.

7.4 When you or we close a Deposit Account we will pay to you any money credited to that Deposit Account and you must repay us any money owed to us including payments we have made after that Deposit Account has been closed and any interest and charges you have incurred.

7.5 In the event of the death of a sole account holder, we may require a grant of probate or grant of representation issued by the authorities where your Deposit Account is based before releasing any money in your Deposit Account to your Personal Representatives.

Section 8 – Liability

8.1 Subject to the rest of this section 8:

- if we make a payment from a Deposit Account which you did not authorise, we will refund the payment amount and where applicable restore your Deposit Account to the state it would have been had the payment not been made;
- if we incorrectly execute any payment instruction you have given us we will refund the amount of the incorrect payment and restore your Deposit Account to the condition it would have been in, if we had not made the incorrect payment; and
- we will be liable to you for charges or interest you incur as a consequence of any valid payment transaction which you have correctly instructed us to make and which we do not make or execute incorrectly.

8.2 Subject to section 8.3 you will be liable up to a maximum of £50 for any losses arising from unauthorised payments where you have failed to keep your PIN or other confidential information safe or your PIN or other confidential information has been lost or stolen.

8.3 If your PIN or other confidential information is used as a result of your acting fraudulently or without reasonable security precautions as set out in the personal security section of the Important Information section of the Website, or if you have deliberately or with gross negligence failed to comply with the Terms and Conditions, you will be responsible for all losses arising from such use of your PIN or other confidential information.

8.4 You will not be liable under sections 8.2 or 8.3 for losses incurred after you have notified us that your PIN or other confidential information has been lost, stolen or is no longer safe by calling **0845 0700 720**.

Section 9 – Unclaimed Assets Scheme

9.1 We participate in the Unclaimed Assets Scheme set up by the Government.

9.2 If you have a Deposit Account with us and there has been no activity from you for at least the last 15 years we will transfer your cash balance to the fund proposed to be set up by the Government (reclaim fund). This fund has not yet been set up by the Government but as soon as it is we will start making transfers.

9.3 Upon transfer of the money to the reclaim fund we will close your Deposit Account in accordance with section 7 of these Supplemental Terms and Conditions for Banking Services.

9.4 You still have the right to your money and you should ask for information about having your money repaid to you. We will give you at least 30 days' notice before we transfer any of your money to the reclaim fund.

Section 10 – Dormant Accounts

10.1 Your Account may become dormant if there has been no activity and/or contact from you for a period of 18 months. The Account will always be your property or, upon your death, will become part of your estate.

10.2 We will assist you to gain access to dormant account funds upon receipt of a written request and proof of identification. The British Bankers' Association has produced a leaflet entitled "Dormant Bank Accounts – how banks handle losing touch with personal customers", which is available from them or us on request.

Section 11 – General

11.1 You may be responsible for other taxes or costs that are not paid by or via us.

3A Supplemental Terms and Conditions for Cash ISAs

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for Cash ISAs, together with the Supplemental Terms and Conditions for Banking Service, apply only to Cash ISAs we provide to you.

1.2 These Supplemental Terms and Conditions for Cash ISAs supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for Cash ISAs state that the General Terms and Conditions or the Supplemental Terms and Conditions for Banking Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to your Cash ISA. If the General Terms and Conditions or the Supplemental Terms and Conditions for Banking Services conflict with these Supplemental Terms and Conditions for Cash ISAs on any point, these Supplemental Terms and Conditions for Cash ISAs will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

1.5 Product-specific details appear in the Cash ISA Product Terms on the Website.

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

In these Supplemental Terms and Conditions for Cash ISAs the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions and section 2 of the Supplemental Terms and Conditions for Banking Services also apply.

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

Cash ISA – an ISA which is designated as a cash ISA under the Regulations and subject to these terms and conditions; and

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

Section 3 – Your application

3.1 To open a Cash ISA with us or to transfer an existing ISA to us, you must complete in full the relevant Application Form as set out in section 3 of the Supplemental Terms and Conditions for Banking Services.

3.2 Your Cash ISA will be subject to the Terms and Conditions and to the Regulations. Your Cash ISA will be administered in accordance with the Regulations, which take precedence over these Terms and Conditions.

3.3 You may not open a joint Cash ISA.

3.4 We will open your Cash ISA when we accept your application. Where you apply to transfer an existing ISA we will open your Cash ISA when we accept your application (which will include an Application Form for transfer) and we receive the cash transferred from your existing ISA from the manager of that ISA.

3.5 Our Price List sets out the fees and charges for the Cash ISA.

3.6 You have the right to cancel your Cash ISA in accordance with section 4 of the General Terms and Conditions.

3.7 If you cancel a Cash ISA within 14 days after the day on which we accept your application to open that Cash ISA Account, you may have the right to open a Cash ISA with another provider in the same Tax Year. If you decide to cancel we will repay any money you have paid into your Cash ISA together with any interest on it or help you switch the balance to another account.

Section 4 – How to open and pay into your Cash ISA

4.1 To open a Cash ISA or to pay money into a Cash ISA you have already opened:

- you must be aged 18 or over at the time of your application;
- you must be:
 - resident and ordinarily resident in the United Kingdom for tax purposes; or
 - performing duties as a crown employee, for example 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
 - the spouse or civil partner of a crown employee working overseas; and
- you must not have subscribed to another cash ISA in that Tax Year; and
- you must not have exceeded the subscription limits (referred to in section 4.6 of these Supplemental Terms and Conditions for Cash ISAs below) or made a disallowed combination of ISA.

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

4.3 Please note you do not need to fall within one of the three residence qualifications listed above to transfer an existing cash ISA to a Selftrade Cash ISA. However, you do need to meet one of the three residency requirements to deposit further funds into that Cash ISA, whether in the current or future Tax Years.

4.4 Deposits to your Cash ISA must be made in your own name and the allowance for each Tax Year cannot be carried forward to the next Tax Year.

4.5 In each Tax Year, you may subscribe to one cash ISA only. You may not subscribe to two or more cash ISAs in the same Tax Year.

4.6 The Regulations allow you to subscribe up to the HM Revenue & Customs ISA limits for a cash ISA in any Tax Year. Details of the current limits that apply can be found on the Website. You cannot exceed ISA limits, which may change from time to time as a result of changes in the relevant legislation. If you exceed these limits then we will return the excess amount of any deposit to you by cheque or bank transfer. If we are unable to remit the funds, or an attempt to pay you is rejected, we will issue a cheque in your name(s). We will not normally issue cheques for less than £5.

4.7 If you do not place money in your Cash ISA during a Tax Year, you will need to make a new declaration to make deposits into it in the following Tax Year.

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

4.9 The term of your Cash ISA is as set out on the Cash ISA Product Terms.

Section 5 – Funding your Cash ISA

5.1 You may fund your Cash ISA by any of the methods set out in sections 14.5 and 14.7 of the General Terms and Conditions or by transferring the whole of your current year cash ISA deposits and/or your previous years' cash ISA deposits in whole or in part to a Cash ISA in accordance with the Regulations. We can accept only ISA transfers from cash ISAs as specified in the Regulations.

5.2 The minimum initial deposit we accept is as set out on the Cash ISA Details page.

5.3 Any money kept in your Cash ISA is and must remain your property and you must not use it as security for a loan.

Section 6 – Interest

6.1 We will pay interest on your Cash ISA as set out on the Cash ISA Details page.

6.2 We will pay interest to your Cash ISA without making deductions for UK tax provided:

- you comply with these Supplemental Terms and Conditions; and
- the Regulations continue to apply to your Cash ISA.

6.3 Interest will cease to be paid without deduction of UK tax on the death of the Account holder.

Section 7 – Statements and withdrawals

7.1 You can make withdrawals from your Cash ISA as set out on the Cash ISA Details Page.

7.2 Once you have reached the Tax Year subscription limit, you may make no further deposits in that Tax Year regardless of any withdrawals.

Section 8 – Closing your Cash ISA

8.1 You or we can close your Cash ISA in accordance with section 7 of the Supplemental Terms and Conditions for Banking Services.

8.2 If we or you close your Cash ISA, we will, in accordance with your instructions:

- transfer the cash balance in your Cash ISA with all its rights and obligations to another ISA provider in accordance with the Regulations; or
- arrange for the payment of the cash balance in your Cash ISA to the account notified to us in relation to the creation of the Direct Debit mandate in section 14.8 of the General Terms and Conditions.

8.3 If you have made a deposit into your Cash ISA in the same Tax Year as you close it without transferring the money in your Cash ISA to another ISA provider, you will not be able to open a Cash ISA with another ISA provider in that Tax Year.

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

8.5 Your Cash ISA will automatically terminate on your death and tax benefits will cease. The rights to your Cash ISA vest in your estate on your death. We will deal with the cash as instructed by your executors or Personal Representatives who must arrange to provide us with such documentary evidence as we reasonably require.

8.6 The tax benefits of your Cash ISA are dependent on your personal circumstances and are subject to change.

Section 9 – Other matters

Limits on our responsibilities to you

9.1 The Account Manager accepts no responsibility for the cash transferred to your Cash ISA if an ISA is transferred to us from an existing ISA manager until we receive cleared funds.

9.2 In the case of an ISA transfer to a Cash ISA, you must ensure that the existing ISA manager complies with the transfer instructions given by the Account Manager.

4 Supplemental Terms and Conditions for the Selftrade TraderTerminal

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for the Selftrade TraderTerminal Service apply only to the TraderTerminal Service we provide.

1.2 These Supplemental Terms and Conditions for the Selftrade TraderTerminal Service supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for the Selftrade TraderTerminal Service state that the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to your TraderTerminal Service. If the General Terms and Conditions or the Supplemental Terms and Conditions for Dealing Services conflict with these Supplemental Terms and Conditions for the Selftrade TraderTerminal Service on any point, these Supplemental Terms and Conditions for the Selftrade TraderTerminal Service will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

1.5 These TraderTerminal Terms and Conditions will take effect when you subscribe to our TraderTerminal Service. Please read them carefully as they set out the basis upon which we will provide the TraderTerminal Service to you. You should print a copy and keep it in a safe place.

1.6 When you subscribe to the TraderTerminal Service, you will be required to confirm you are a Non-professional User in line with the Non-professional Customer Statement and you must advise us should your circumstances change at any time. We will not be able to provide you with the TraderTerminal Service unless you do this.

1.7 By using our TraderTerminal Service you agree to these TraderTerminal Terms and Conditions and understand that they form a legally binding agreement between you and us.

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

In these Supplemental Terms and Conditions for the Selftrade TraderTerminal the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions also apply.

Data – any information provided to you via the TraderTerminal Service.

FTSE – FTSE International Limited.

Level 1 – the provision of real-time streaming quotations for UK equities.

Level 2 – the provision of real-time streaming quotations, order book and other related data for UK equities as described from time to time on the Website.

Non-professional Customer Statement – the statement you must agree to when you subscribe to the TraderTerminal Service which can be found on the Important Information section of the Website, under Terms of Business.

Non-professional User – means a Selftrade customer who is a Retail Client (as defined under FSA Rules and under the General Terms and Conditions) and a private individual who meets all the requirements of and agrees to the various matters and obligations set out in the Non-professional Customer Statement.

Trade Marks – means all names, titles and short form names relating to the FTSE indices (which may be registered or unregistered) provided as part of the Data.

TraderTerminal Service – the provision of Data via the TraderTerminal service offered on the Website and described in sections 3, 4 and 5 of these TraderTerminal Terms and Conditions.

TraderTerminal Terms and Conditions – the terms and conditions of the TraderTerminal Service, the General Terms and Conditions, any Supplemental Terms and Conditions and any other documents referred to therein.

Section 3 – Details of the TraderTerminal Service

3.1 The TraderTerminal Service provides real-time data for certain UK equities from the LSE, with the facility to customise the data view and to trade from the TraderTerminal Service screen. Two levels of service are available: Level 1 and Level 2. More information can be found at www.selftrade.co.uk/trader-terminal

Section 4 – Provision of the TraderTerminal Service

4.1 Selftrade's TraderTerminal Service is available only to Selftrade customers (excluding CTF-only customers) who are Non-professional Users in their capacity as such.

4.2 Your subscription to the TraderTerminal Service is subject to acceptance of these TraderTerminal Terms and Conditions and subject to your continued status as a Non-professional User. Should your circumstances change you must notify us immediately by sending a Secure Electronic Message. You acknowledge and accept that as a result of any change in status, your access to all or any part of the TraderTerminal Service may be restricted, suspended or terminated.

4.3 Our Services and products are intended for customers in the United Kingdom. Accessing these Services from outside the United Kingdom may be against the law in the country concerned. Products and Services featured on the Website do not amount to an invitation to customers outside the United Kingdom to purchase these products and Services.

4.4 Use of the TraderTerminal Service is available only via the Website. By agreeing to these TraderTerminal Terms and Conditions, you acknowledge that the TraderTerminal Service is made available electronically and that we cannot guarantee the Service will always be available or uninterrupted.

4.5 You agree not to use the TraderTerminal Service for any illegal purpose or in any manner inconsistent with these or the General Terms and Conditions.

4.6 We may be required by third-party providers, including the LSE and FTSE among others, to notify you of and require you to comply with additional restrictions on your use of the TraderTerminal Service. You agree to comply with any such additional restrictions on your use of the TraderTerminal Service that we may communicate to you from time to time. You acknowledge that failure to comply with any such additional restrictions may result in your access to all or any part of the TraderTerminal Service being restricted, suspended or terminated.

4.7 You agree that we may provide to our third-party providers, including the LSE and FTSE, details of your personal information for the purposes of providing the TraderTerminal Service to you. For further information on how we may use your personal data, please consult our Privacy Policy.

4.8 You are reminded that we provide an execution-only service and your decision to subscribe to the TraderTerminal Service is made entirely at your discretion. We do not give personal recommendations or information. We do not provide investment advice, tailored advice to individual investors or your needs or manage investments. You acknowledge that in using the Data, you rely solely on your own skill, knowledge and judgement and that you may lose money on investments. The Data is not provided for the purposes of making a decision to carry out a transaction or trade. If you are unsure about the suitability of any product or Service, you should seek independent legal and financial advice.

Section 5 – Restrictions on use and provision of the TraderTerminal Service

5.1 You agree not to:

- (a) copy, sell, license, distribute, transmit or duplicate the Data in any form or by any means, to any third party, or to any person in your organisation not expressly granted these rights under these TraderTerminal Terms and Conditions;
- (b) derive, recalculate, combine with other data or otherwise modify the Data, and/or distribute such derived, recalculated, combined or modified Data to any third party;
- (c) remove any proprietary notice accompanying the Data;
- (d) use the Data for the purpose of creating (whether by yourself or by any third party) any financial product or service, including any product which seeks to match the performance of or whose capital and/or income value is related to the FTSE indices, or generally exploit the Data in a manner designed to benefit you or any third party except to the extent expressly permitted by these TraderTerminal Terms and Conditions;

- (e) make the Data available on any website or in any application, or to the public via the internet;
- (f) use the Trade Marks in a generic way or as part of your name or the name of any associated company;
- (g) use the Data or the Trade Marks:
 - (i) in a way that might cause confusion as to the person responsible for preparing or disseminating the FTSE indices and Data;
 - (ii) for any unlawful or illegal purpose in any jurisdiction;
 - (iii) for or in connection with any spread betting service or any other purpose related to betting or gaming;

without our prior written consent.

5.2 You acknowledge that the Data is being provided to you on a non-exclusive and revocable basis.

5.3 We will use the same names (without change) that are applied to the Data by our third-party providers.

5.4 We will not allow and you will not, and you will ensure that third parties will not, distribute the Data in any manner that could, in our opinion, be a substitute for the TraderTerminal Service, affect our ability to realise revenue from the TraderTerminal Service, compete with the business of Selftrade or negatively affect our network or servers, including but not limited to, the speed of delivery of the Data.

Section 6 – Non-investment advice

6.1 You acknowledge and agree that:

- (a) neither Selftrade nor Selftrade staff will give investment advice as part of the TraderTerminal Service and that you must not ask them to do so;
- (b) the Data includes information taken from third-party sources, including the LSE and FTSE and the provision of certain parts of the TraderTerminal Service is subject to the terms and conditions of other agreements to which Selftrade is a party;
- (c) we do not guarantee the sequence, accuracy, completeness, or timeliness of the TraderTerminal Service;
- (d) none of the Data constitutes a solicitation, offer, opinion, or recommendation by us to buy or sell any security, or to provide legal, tax, accounting, or investment advice under the FSA Rules or services regarding the profitability or suitability of any security or investment;
- (e) the Data is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation; and
- (f) if we, the LSE, FTSE or one of our other third-party providers think that you are using the Data or the TraderTerminal Service for purposes not permitted under these TraderTerminal Terms and Conditions, your access to all or any part of the TraderTerminal Service and Data may be restricted, suspended or terminated.

6.2 Any Data which is sourced from the LSE is provided to you subject to the provisions of the Infolect Market Data Display and Reporting Policies as published by the LSE from time to time. These are available at www.londonstockexchange.com. Please also see section 4.7 of these Supplemental Terms and Conditions for the Selftrade TraderTerminal Service on the information about you that we are required to provide to our third-party providers.

6.3 Any Data which is sourced from FTSE and the Trade Marks, is provided to you subject to the provisions of the Attribution and Dissemination Requirements as published by FTSE from time to time. These are available at www.ftse.com/attribution (or such other URL as FTSE may specify from time to time).

6.4 We reserve the right periodically with the LSE and FTSE to access and monitor (physically and electronically) the use of your system used to access the Data and your use of the Data and the TraderTerminal Service at any time, including accessing your associated and relevant accounts and records and other documents (in both hard copy and machine-readable form) to ensure compliance with these TraderTerminal Terms and Conditions and to maintain and improve the provision of the TraderTerminal Service. If we or the LSE or FTSE find that your use of the Data or the TraderTerminal Service is not in compliance with the TraderTerminal Terms and Conditions your access to all or any part of the TraderTerminal Service may be restricted, suspended or terminated.

Section 7 – Charges and payment

7.1 Where a free trial period is offered as described on the Website this will be on a once-only basis and for Non-professional Users who have not previously used the TraderTerminal Service. After any free period a subscription fee is payable, as shown in the Price List on the Website. You will be notified before the end of your free trial period and given the opportunity to set up your subscription.

7.2 Subscription fees are payable monthly in advance on the first day of the month by credit or debit card. You will be required to set up a nominated payment card the first time you are required to pay for the TraderTerminal Service. Subscription fees are payable in respect of whole calendar months only and will not be charged or refunded on a pro-rata basis.

7.3 In the event your payment fails, or if you do not set up a valid payment card when you are requested to do so, access to the TraderTerminal Service may be cancelled and if you wish to use the service again you may be required to re-subscribe.

7.4 You are reminded that other fees are payable in addition to the subscription fees, for example on your Account or transactions, as detailed in the Price List.

Section 8 – Restrictions and liability

8.1 We will try to ensure that the Website and the TraderTerminal Service are available for you to access 24 hours a day, 7 days a week but we cannot guarantee that. We will not be responsible for the reliability or continued availability of the telephone lines, wireless services, communications media, and equipment you use to access the Website and TraderTerminal Service. We may, on occasion, need to close or suspend provision of all or any part of the TraderTerminal Service and will not be responsible for any such suspension in the following circumstances:

- (a) where closure or suspension is necessary for the purposes of repair, maintenance or development whether scheduled or not;
- (b) where our datafeed from or links to a third-party provider including the LSE and FTSE has been closed or suspended for any reason, including but not limited to the purposes of repair, maintenance or development; or
- (c) any circumstances which are outside our control.

8.2 We cannot accept responsibility (to the extent permitted by law) for any interruption or delay in access to the Website or TraderTerminal Service or the Data. We do not warrant that any of the products or services mentioned on the Website are available at any given time.

8.3 You are responsible for ensuring that your system is compatible with ours and that your computer, software and other equipment are capable of being used to access and use the Website. If you are in any doubt as to whether your system is compatible please contact Selftrade Customer Services. You are responsible for the implementation and regular use of up-to-date virus detection/scanning programs. No warranty is given as to the freedom of the Website or Data from errors, defects, viruses, worms, Trojan horses, or any other harmful, invasive or corrupted files and we will not be responsible for any damage you may suffer as a result of such destructive features.

8.4 You expressly confirm and agree that you will not use the Website and the TraderTerminal Service in contravention of these TraderTerminal Terms and Conditions, that you will use the Website only for the benefit of your Selftrade Account and not on behalf of any other person, and that, apart from a web browser, you will not use any software, program or other device to access or obtain information through the Website. When you use the Website you must follow the instructions we give you from time to time. You expressly confirm and agree that you will not whether by act or omission do anything that will or may violate the integrity of our computer systems or cause such systems to malfunction.

8.5 The Data is provided “as is” and “as available” and we will not modify or alter any Data which is sourced under licence from third-party providers (such as the LSE or FTSE). Selftrade does not make any warranty of any kind, express or implied, as to the Data, Trade Marks or results to be obtained by you from the use of the TraderTerminal Service and disclaims all express or implied warranties, including but not limited to, merchantability, fitness for a particular purpose or use, title or non-infringement. Your use of the Data is at your sole risk. We do not guarantee the accuracy, completeness, usefulness or adequacy of the Data and we do not make any endorsement, express or implied, of the Data. We (and our suppliers, agents, directors, officers, employees, representatives, successors and assigns) will not be responsible for:

- (a) the availability of the Data including any downtime, delays, errors or interruptions in the transmission or delivery of the Data;
- (b) any inaccuracies or errors (whether factual, technical or typographical) in or omissions from the Data or any missing, unavailable or incomplete Data; or
- (c) loss or damage resulting from the provision of the Data, or by any reason of non-performance.

8.6 You acknowledge and agree that the Data may be changed, updated or withdrawn by us or our third-party providers, including the LSE and FTSE at any time and that we, the LSE or FTSE will not be responsible or liable for any such change, update or withdrawal.

8.7 The Website may contain links to or may collaborate with third-party websites and internet resources. We do not endorse or approve such sites or their content, they are not under our control and we will not be responsible for your reliance on their content.

8.8 We will not be responsible for any third-party communication you may receive or any actions you may take or refrain from taking as a result of any communication directed to you from any third-party directly or indirectly in connection with the TraderTerminal Service and the Data. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any third-party communications. We assume no responsibility for verifying, and make no representations or warranties regarding, the identity or trustworthiness of the source or content of any third-party communication.

8.9 We will not be responsible to you for any loss you may suffer as a result of anything we cannot reasonably control and the effect of which is beyond our reasonable control to avoid, including but not limited to, fire, flood, explosion, accident, war, strike, embargo, governmental or regulatory requirement, civil or military authority, Act of God, industrial disputes and acts or omissions of providers of telecommunications services or of any third-party provider.

8.10 Subject to clause 8.11 below, we will not be liable to you for any loss, whether direct or indirect, of profits, business, anticipated savings, wasted expenditure or consequential loss arising out of the use of the TraderTerminal Service and the Data.

8.11 Nothing in these TraderTerminal Terms and Conditions shall limit our liability for death or personal injury resulting from our negligence or for liability that may exist under the FSA Rules or for any liability which cannot be limited or excluded under applicable law. In particular, any exclusion of liability on our part does not limit your liability or rights under the Financial Services and Markets Act 2000, the FSA Rules or any other statutory rights. Subject to the foregoing, our total liability under these TraderTerminal Terms and Conditions for all claims for direct loss or damage suffered by you shall not exceed £50,000 howsoever that liability arises, including (without limitation) breach of contract, tort, misrepresentation (other than fraudulent misrepresentation) or breach of statutory duty.

Section 9 – Intellectual property

9.1 You acknowledge and agree that all intellectual property rights in the Website, TraderTerminal Service, Trade Marks and the Data are and will remain the property of Selftrade and/or its licensors (including the LSE and FTSE) and that all goodwill throughout the world arising from your use of the Website, Trade Marks, TraderTerminal Service and the Data will belong to Selftrade and/or its licensors (including the LSE and FTSE).

9.2 Except to the extent that these TraderTerminal Terms and Conditions expressly say otherwise, nothing in these TraderTerminal Terms and Conditions transfers or grants you any title, right or interest in the Website, TraderTerminal Service, Trade Marks and the Data.

9.3 You shall ensure that the source of Data is attributed to the LSE and/or FTSE when reproducing excerpts of the Data.

9.4 You will indemnify us against any liability or expense incurred as a result of, or in relation to any claim by a third party arising from or in relation to your use of the TraderTerminal Service, Data or the Trade Marks other than as expressly set out in these TraderTerminal Terms and Conditions.

Section 10 – Cancellations and consequences of termination

Cancellation or variation by you

10.1 You have the right to cancel your TraderTerminal Service subscription at any time. The cancellation will be effective at the end of the current calendar month after which the Service will be removed. To cancel your subscription, you must log into your Selftrade Account, access “My Profile” and select the cancellation option in the TraderTerminal Service section. If you experience any difficulties or problems, please contact Selftrade Customer Services.

10.2 You may change your subscription level to TraderTerminal Service at any time. To change your subscription level, please log into your Selftrade Account, access “My Profile” and change the subscription level in the TraderTerminal Service section. You will be charged the increased fee immediately for any upgrades to your subscription (for example from Level 1 to Level 2). For downgrades to your service (for example, from Level 2 to Level 1) your reduced fee will be charged on the next monthly payment date.

Cancellation by Selftrade

10.3 You acknowledge that we may take action to suspend or terminate immediately your access to the TraderTerminal Service in exceptional circumstances including, but not limited to, if we or any of our third-party providers (such as the LSE or FTSE) reasonably believe that:

- (a) you are not or are no longer a Non-professional User; or
- (b) you have given us any false information at any time; or
- (c) you are or someone else is using the TraderTerminal Service illegally; or
- (d) you have been in serious or persistent breach of these TraderTerminal Terms and Conditions or any additional conditions which apply to an Account; or
- (e) you are or have become bankrupt; or
- (f) you cease to be a customer of Selftrade for any reason; or
- (g) you cease to be the holder of an Account with Selftrade.

10.4 We may also suspend or terminate all or any part of the TraderTerminal Service if for any reason:

- (a) Data becomes unavailable from a third-party provider (such as the LSE or FTSE); or
- (b) any agreement or licence we have with any of our third-party providers (including the LSE and FTSE) terminates, expires or is suspended; or
- (c) any of our third-party providers considers that the TraderTerminal Service is causing or is likely to cause, technical problems for it or interference with the continued delivery of services to its other customers.

10.5 If we suspend or terminate your access to the TraderTerminal Service without notice, we will use reasonable endeavours to inform you via Secure Electronic Message that we have done so as soon as reasonably possible after we have suspended or terminated your access unless we are restricted from doing so by Applicable Regulations or by any regulatory authority.

10.6 Selftrade reserves the right to change, suspend or to terminate your subscription to the TraderTerminal Service and stop providing you with the TraderTerminal Service at any time at Selftrade’s complete discretion. This may include, for example, the situations described in section 9.3 of the Supplemental Terms and Conditions for Dealing Services.

Consequences of termination

10.7 If your access to the TraderTerminal Service is terminated or suspended, you must stop using the Data and the Trade Marks and not do or omit to do anything in any circumstances in which the relevant act or omission might reasonably be expected to lead any person to think that you have any connection with us or any of our third-party providers or licensors.

10.8 Upon termination of your TraderTerminal Service subscription you shall delete all Data from your systems and upon request will certify to Selftrade that you have complied with this requirement. This requirement shall not apply only to the extent of any legal obligation upon you to retain any Data.

10.9 Termination of your access to the TraderTerminal Service will not affect any accrued rights or liabilities which either we or you may have by the time termination takes effect.

Section 11 – Other matters

11.1 Any complaint about Selftrade’s Services should be directed to Selftrade in accordance with section 3.4 of the General Terms and Conditions.

11.2 From time to time we may change these TraderTerminal Terms and Conditions and you will be informed in accordance with sections 15.2 and 15.3 of our General Terms and Conditions.

5 Supplemental Terms and Conditions for the Selftrade Identity Monitor

Section 1 – Introduction

1.1 These Supplemental Terms and Conditions for the Selftrade Identity Monitor apply only to the Selftrade Identity Monitor Services we provide.

1.2 These Supplemental Terms and Conditions for the Selftrade Identity Monitor supplement and form part of the Terms and Conditions, as described in section 1.1 of the General Terms and Conditions.

1.3 Unless these Supplemental Terms and Conditions for the Selftrade Identity Monitor state that the General Terms and Conditions do not apply or they contain a provision which is inconsistent with them, those terms and conditions will also apply to the Selftrade Identity Monitor. If the General Terms and Conditions conflict with these Supplemental Terms and Conditions for the Selftrade Identity Monitor on any point, these Supplemental Terms and Conditions for the Selftrade Identity Monitor will apply on that point.

1.4 Please read the rest of the Terms and Conditions carefully. They set out our responsibilities to you and explain which matters we will not be responsible for.

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

In these Supplemental Terms and Conditions for the Selftrade Identity Monitor the words and phrases in bold type have the special meanings explained below. The special meanings of the words and phrases explained in section 2 of the General Terms and Conditions also apply.

Garlik – Garlik Limited, registered in England and Wales under company number 05357233 with its registered office at Thames House, Portsmouth Road, Esher, Surrey KT10 9AD and VAT number 0849051711.

Selftrade Identity Monitor – a monitoring service that finds, tracks and monitors your personal information across unsecured websites, sources of traded data and Government databases.

Selftrade Identity Monitor Lite – a monitoring service that finds, tracks and monitors your personal information across sources of illegally traded data, limited to one name, one address, one email address and one credit or debit card.

Selftrade Identity Monitor Section of the Website – www.selftrade.co.uk/identitymonitor

Selftrade Identity Monitor Services – the monitoring services provided by Garlik and which comprise Selftrade Identity Monitor Lite and/or the full Selftrade Identity Monitor Services and any Other Services described in these Selftrade Identity Monitor Terms and Conditions, as applicable to you.

Section 3 – Information on Garlik and Selftrade

3.1 Please see section 3 of the General Terms and Conditions for details about Selftrade.

3.2 Garlik provides an online service dedicated to helping individuals and their families take more power in the use of their personal information. Garlik's site is operated by Garlik.

Section 4 – Selftrade Identity Monitor – the Services

Availability

4.1 Selftrade Identity Monitoring Services are available only to customers with an existing Account, but you may continue to use the Selftrade Identity Monitor Services after you close your Account in accordance with the Supplemental Terms and Conditions for that Account. The Selftrade Identity Monitor Services are available only to private individuals acting in a personal capacity or other family circumstances, who are 18 years old or over.

4.2 Our Services are intended for customers in the United Kingdom. Accessing these Services from outside the United Kingdom may be against the law in the country concerned. Products and Services featured on the Website do not amount to an invitation to customers outside the United Kingdom to purchase these products or use these Services. Please refer to section 9.7 of the General Terms and Conditions.

4.3 We provide you with an online-only facility to register for the Selftrade Identity Monitor Services. By agreeing to these Supplemental Terms and Conditions for the Selftrade Identity Monitor, you acknowledge that we cannot guarantee that we will always search, find, track, identify and monitor all your personal information, or provide comprehensive, conclusive or exhaustive advice for measures against identity theft.

4.4 You are reminded that we provide an execution-only service and your decision to register for and/or purchase Services from us is made entirely at your discretion. We do not give personal recommendations or information. If you are unsure about the suitability of any product, you should seek independent advice from a suitably qualified professional.

4.5 The technology used is very sophisticated but not infallible. If the information passed is not correct it is your responsibility to identify the mistake and, as such, we relinquish all liability which by law we can exclude, in respect of all losses you may incur.

Registration

4.6 You will need to register online through your Selftrade Account to use the Selftrade Identity Monitor Services provided by Garlik. During the registration process, you will be required to enter into a separate contract with Garlik. You will then be taken through a series of steps where you will be asked to provide information about yourself. Please ensure that the information you enter is accurate. When you have completed the registration process, you will receive an email acknowledging that we have received your details and confirming your registration. For further information, please see the Selftrade Identity Monitor section of the Website.

4.7 The contract will be formed when you receive confirmation that your registration is complete. You should normally be able to access your Selftrade Identity Monitor Service immediately on formation of the contract.

Details of the Selftrade Identity Monitor Services

4.8 The Selftrade Identity Monitor Services will search, find, track and monitor your personal information online and provide expert advice on how to protect yourself against identity theft and financial fraud. The term of the agreement for the Selftrade Identity Monitor Services is 12 months. More information can be found at the Selftrade Identity Monitor Section of the Website or you can email selftrade@garlik.com with any questions that you may have.

Section 5 – Payments

5.1 The fees for the Selftrade Identity Monitor Services are detailed on the Website.

5.2 In consideration for our procuring Garlik to provide the Selftrade Identity Monitor Services for you, you agree to pay us the fees described above in section 5.1. Payments of the fees are made in advance of delivery of the Selftrade Identity Monitor Services by debit card or credit card and will be collected by Garlik through Garlik's payment gateway, WorldPay. You will be required to make your payment after you have accepted the terms of WorldPay and will be transferred to Garlik's secure server to effect the payment. You may further be required to validate your payment by registering with the card supplier and entering a verification code. The final transaction will appear on your statement as "Garlik Richmond GB". We will not accept payments in the event that you are unable to validate your payment.

Section 6 – Cancellations and variations

Cancellation by you

6.1 You may cancel your subscription or membership for Selftrade Identity Monitor within the first 14 days from the day after the contract was concluded. In this time you will be entitled to a full refund. Once you receive confirmation that your Account has been cancelled you will no longer be able to access the Services, from that moment on. You will not be entitled to a refund if you cancel your subscription or membership after the 14-day period mentioned above has expired.

6.2 To cancel your subscription or membership, you must log into your Selftrade Account, access the Selftrade Identity Monitor Services and select the "Email Us" option to send an email requesting cancellation. If you experience any difficulties or problems, please email selftrade@garlik.com. Once you have cancelled your subscription, Selftrade may retain certain data attributed to you where necessary to prevent fraud or future abuse, or to comply with relevant national laws and/or regulations. All retained data will continue to be subject to the terms of our Privacy Policy.

Cancellation by Selftrade

6.3 Selftrade reserves the right to terminate your membership and stop providing you with the Selftrade Identity Monitor Services at any time at Selftrade's complete discretion. Wherever reasonably practicable, we will provide you with the full amount of Account/product access still due to you under your subscription terms. Alternatively, we may, at our sole discretion, decide to provide you with compensation for the cancellation of your subscription/membership. Please note however, that you have no express right to such compensation.

Section 7 – Renewals

7.1 Unless you inform us otherwise, we will assume that you consent to our having the right to automatically renew your Selftrade Identity Monitor Services at the end of its term. We will contact you prior to the end of the term of your Selftrade Identity Monitor subscription with the applicable terms and conditions of renewal. Please note that you will have 30 days in which to decline the renewal or make changes to the terms of the renewal, if applicable; if you do not contact us during this period, we will assume that you are happy for the service to renew automatically as indicated.

Section 8 – Our liability

8.1 Nothing in these Supplemental Terms and Conditions for the Selftrade Identity Monitor shall limit our liability for death or personal injury resulting from our negligence or for liability that may exist or for any liability which cannot be limited or excluded under applicable law. In particular, any exclusion of liability on our part does not limit your statutory rights.

8.2 Subject to the above, our liability under these Supplemental Terms and Conditions for the Selftrade Identity Monitor for all claims for loss or damage suffered by you shall not exceed £1 million howsoever that liability arises, including (without limitation) breach of contract, tort, misrepresentation (other than fraudulent misrepresentation) or breach of statutory duty. These limitations do not affect your statutory rights. For further information, please see www.consumerdirect.gov.uk