

## Instruction to Trade Form

(For Partnership SIPP, IPS SIPP, IPS (2008) SIPP, IPS Pension Builder SIPP and IPS Family SIPP only)



### Application guidelines

#### This form should be used to:

- Buy new investments
- Buy additional ('top up') investments within an existing policy
- Sell investments
- Switch investments within one fund provider
- Cancel or commence regular trades.

#### **This form is not appropriate for Investment manager/stockbroker trades.**

For information on the investments permitted in your product, please speak to your financial adviser or refer to your Permitted Investments List, a copy of which is available on our website at [www.jameshay.co.uk](http://www.jameshay.co.uk) or on request.

**Please read the Important Notes on page 6 and ensure all sections are fully completed. If you do not fully complete this form, your trade may be delayed.**

#### **Please complete this form in BLOCK CAPITALS and return it to:**

James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

If you require any assistance, please call your Service Executive Team or our general enquiry number on 03455 212 414.

### Trades placed without financial advice

#### Target market

Before deciding to invest, you should consider the investment provider's target market for your chosen investment and whether your requirements are in accordance with this. This can be obtained from the investment provider. James Hay will not assess whether you meet the investment provider's target market and therefore whether the investment is appropriate for your needs - you need to consider this yourself.

#### Complex Products

If you are investing in what is referred to as a Complex Product then you must have received advice in respect of the investment from a regulated financial adviser. James Hay will not allow investments in Complex Products without advice having been given. Please see the Important Notes section for more details on Complex Products.

### Trades placed with financial advice

#### Target market

As part of the process of providing advice to you, your financial adviser will consider the investment provider's target market and whether your requirements meet this when making their recommendation to you. James Hay will not make any assessment of whether you meet the target market and therefore whether the investment is appropriate for your needs.

### 1a Personal details

Applicant to complete

Full name

SIPP number

### 1b Financial adviser details

Applicant to complete

Company

Email

Contact name

Telephone number

Firm's Financial Conduct Authority (FCA) authorisation number

Fax number

Do you wish to use this form to  
(more than one option may be ticked):

- Buy a new investment
- Buy additional ('top up') investments within an existing policy
- Sell investments
- Switch investments within one fund provider
- Commence regular trades
- Cancel regular trades

**Please now complete Section 2, sign the declaration in Section 3 and sign Section 4 as the member co-trustee, alongside the signatures of all other member trustees.**

**Please complete a separate Section 2 and sign a separate Section 4 for each different fund provider.**

Please complete a separate Section 2 of this form for each fund provider, ensuring you complete the fund provider's full name and address below.

Fund provider name	Fund provider address
<input type="text"/>	<input type="text"/>
Fund provider policy/account number(s) <b>(Mandatory)</b>	
<input type="text"/>	
	Postcode
	<input type="text"/>

Sell all holdings with this fund provider? Yes  No

We hereby instruct you to undertake the following transactions:

These fields are mandatory. Failure to complete them will result in the rejection of your form, and a delay in your trade.						Only complete for regular trades			
Buy (top up), sell, switch from or switch to, cancel regular trade? (please specify one)	Fund name	Fund Code (ISIN or Sedol)	Type of unit/share-Accumulation or Income (please state A or I)	Do you want income reinvested? Y/N <sup>1</sup>	Gross cash amount to be invested/sold	% of fund to be sold/purchased	Amount of regular sale/buy required	Frequency of regular sale/buy <sup>2</sup>	Commencement date <sup>3</sup>
					£	%	£		22 / __ / ____
					£	%	£		22 / __ / ____
					£	%	£		22 / __ / ____
					£	%	£		22 / __ / ____
					£	%	£		22 / __ / ____
					£	%	£		22 / __ / ____

**Notes**

- <sup>1</sup> If not completed, income will be paid or reinvested as per the fund manager's default for that fund.
- <sup>2</sup> Monthly, quarterly, half-yearly or annually. For regular investments we will also need a direct debit mandate.
- <sup>3</sup> If you have chosen a regular sale, and the purpose is to fund your pension income, please select a date that will mean money will be available in time to pay your income.

<p><b>For financial advisers - if adviser charges are to be paid in respect of the investment:</b></p> <p>Initial <input type="text"/> %</p> <p>Recurring <input type="text"/> %</p> <p>Investment level initial and/or recurring adviser charges have to be paid by the fund provider, if applicable.</p> <p>OR, Nil (please tick box if applicable) <input type="checkbox"/></p>	<p>Additional notes:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
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**For sales only:**

If a fund provider sale charge is applicable, please proceed with the sale without advising us of the level of the charge.

Yes  No

If **No**, please advise us of the amount of the charge before making the sale.

If there is a fund provider charge levied for electronic transfer of funds to James Hay Partnership, please proceed with the instruction, deducting the charge from the surrender proceeds.

Yes  No

If **No**, please send proceeds by Faster Payments or cheque, whichever payment carries no charge.

I/We confirm the instructions in Sections 1 and 2.

I/We accept that it is my/our responsibility to provide James Hay Partnership with the correct investment application form from the fund provider, if required, and I am/we are liable for any delays if I/we do not do this.

I/We accept that you will endeavour to process my/our trade instruction within 4 business days (day of receipt +4 business days) of receiving a valid investment instruction and application, sale or switch form but that this is not guaranteed.

I/We accept that if Section 2 is not fully completed, or is in your reasonable opinion unclear, you may reject the instruction and will not be liable for any delays this may cause.

I/We accept that you will rely on the information provided in Section 2 and will forward this section on to the fund provider without amendment.

I/We confirm that I/we have read and agreed to the Terms and Conditions relating to the investment being made as supplied by the investment provider. I/We accept that by making this investment, you are not confirming the suitability of the investment for my/our individual circumstances.

If I am/we are investing in a UCITS fund, I/we certify that I/we have either:

- printed a copy of the current version of the Key Investor Information Document (KIID) or Key Information Document (KID)(as appropriate); or
- saved an electronic copy of the current version of the KIID or KID (as appropriate).

I/We confirm that I am/we are not US Person(s) and I am/we are eligible, under the terms, to invest in the chosen fund(s).

I/We have received financial advice from my/our appointed financial adviser before making the decision to instruct this trade

Yes  No

**Important note for members placing trades without an appointed financial adviser on their product:**

James Hay recommends that all members receive financial advice from a regulated financial adviser before placing any trades. If you do not have a financial adviser appointed on your product who is advising you in relation to this trade, you must sign the following declaration to confirm you acknowledge this and accept the risks in proceeding without having taken financial advice. For certain types of investment, known as Complex Products, you must have received financial advice before investing. Please see the Important Notes section for more information.

I/We confirm and accept that where no financial adviser is appointed:

- it is my/our responsibility to ensure I/we have read the correct documentation associated with the investment I am/we are trading in.
- I/we have read and agreed to the terms of the investment.
- I/we have considered and accept the risks associated with this investment.
- the investment I am/we are trading in aligns with my/our attitude to risk, my/our investment goals, my/our liquidity needs and my/our capacity for loss.
- I/we have not received financial advice before placing this trade and I am/we are proceeding at my/our own risk.
- I/we have considered the fund(s) target market(s) as provided by the investment provider(s) and whether I/we fit in this prior to making the decision to invest, and acknowledge that James Hay will not make any assessment of this.

**Member(s)**

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date

**The member(s) must also sign Section 4 as co-trustees.**



**IF YOU WISH TO BUY NEW INVESTMENTS**

You will need to send us the appropriate investment application form from the fund provider, having completed the amount to be invested, the fund choice, adviser charges details and signed by you as member co-trustee. As the investment will be made in the names of the trustees, as a member co-trustee you should insert your name as the second applicant and sign the investment application form. We will insert our details as the first applicant and also sign the form.

For all funds contained within this instruction, please access and read the current version of the KID/KIID for UCITS funds or Simplified Prospectus for other funds, where available. These documents are available from the fund provider directly.

**PLEASE NOTE:** If we are asked to invest in an investment that we have not invested in/with before, we may require additional documentation or have to carry out additional work, which may take longer than expected and we cannot be held responsible for any losses arising from any such delays.

**FOR TOP UPS, SALES OR SWITCHES**

Some fund providers will require their own top up, sale or switch forms to be completed. Please provide any forms required by the fund provider, having completed the policy number, amount to be purchased, sold or switched and the chosen funds and ensure the member signs the form as a co-trustee. If you are unsure whether the fund provider requires their own form to be completed, please contact the fund provider directly.

**COMPLETION OF SECTION 2**

**A separate Section 2 must be completed for each different fund provider.**

Please ensure you fully complete Section 2. We reserve the right to reject instructions where this information is incomplete. The purchase and/or sale amount stated in Section 2 must meet the investment fund provider's minimum criteria.

**COMPLETION OF SECTION 4**

In Section 4, please sign as the member co-trustee and add your name and date. If there are multiple members, please ensure all sign as member co-trustees. We will complete the other fields in this section, including the bank details and/or cheque payable to section.

**INVESTMENT LEVEL ADVISER CHARGES**

If you wish to pay your financial adviser an adviser charge from the investment being made, please state this in Section 2.

We can pay an initial adviser charge at the investment level. We can only pay recurring adviser charges at the SIPP product level – any investment level recurring adviser charges will have to be paid by the fund provider.

Where an initial adviser charge is to be paid by us, we will deduct it from the amount sent to the fund provider to invest. The maximum adviser charge we will pay is 5% (including VAT). Any adviser charge must be within the maximum amount agreed by you, as communicated to us on the Adviser Charges Form.

Where the adviser charges are to be paid by the fund provider, the amounts must be within the fund provider's rules and within the maximum amount agreed by you, as communicated to us on the Adviser Charges Form.

**REGULAR SALES**

If you have requested the regular sale of funds in Section 2, and the purpose is to fund your pension income, you are responsible for ensuring the date selected will mean that money will be available in time to pay your income on its due date.

If we apply investment transaction charges to your product, funds to cover this charge will not automatically be surrendered unless you request this as part of the regular sale amount.

**PLEASE NOTE:** We will not be held responsible for any delays that result from incorrect or inaccurate information provided on the form. This includes any restrictions placed upon us by the fund providers.

**ORDER TRANSMISSION POLICY**

A copy of our Order Transmission Policy is available on our website. This sets out our policy on receiving and transmitting orders for investments.

We will only receive and transmit client orders to fund providers as we receive them. We do not 'execute' any transactions, and are therefore not bound by 'best execution' requirements. We do not actually undertake the transactions ourselves, but get investment managers to undertake them.

**COMPLEX PRODUCTS AND ADVICE**

If you are investing in what is referred to as a Complex Product then you must have received advice in respect of the investment from a regulated financial adviser. James Hay will not allow investments in Complex Products without advice having been given.

Under regulations, there is no definition of Complex Products. However, the regulations do define Non-Complex Products as follows:

- Units/shares in a UCITS qualifying Collective Investment Scheme;
- Shares, Bonds and other forms of securitised debt admitted to trading on a trading venue;
- Structured deposits;
- Money market instruments; and
- Other Non-Complex Products that meet certain criteria, including having frequent opportunities to trade at publicly available prices, do not involve potential liability that exceeds the original investment, do not include exit charges that have the effect of making the investment illiquid and where adequate comprehensive information on the investment is publicly available and likely to be readily understood by the average retail client.

Complex Products are therefore anything that is outside of the above definition of Non-Complex. Specifically, Complex Products are anything involving derivatives or where the opportunity to sell is infrequent. This will include:

- Structured Products;
- Units/shares in some Non-UCITS Retail Schemes (NURS) (this will depend on the individual fund); and
- Futures and Options.

**DATA PROTECTION STATEMENT**

Your completion of this form constitutes your instruction to us to transmit your personal data for the purposes of completing your instructions under this form. Please note that if any of the investments that you have instructed us to purchase under this form are administered by companies outside of the European Union (EU), it will be necessary for us in performing our contract with you to transfer the personal data given under this form outside of the EU to those companies.

Not all countries outside of the EU adequately protect personal data, and/or do not have a government supervisory authority that enforces data protection laws. Therefore there is a potential risk that your personal data may not receive the same level of protection than that provided within the EU. This is particularly so where such countries outside of the EU have not been recognised as offering an adequate level of protection for personal data transferred from the EU, or where it is not possible to ensure that adequate safeguards are in place between us and the company to whom you have instructed us to

## Important notes

transfer personal data (such as standard contractual terms and conditions). As such, in performing our contract with you, we will transmit your personal data outside of the EU under this form for the purposes of complying with your instructions under this form.

You can access full details on how we process your personal data under your product, including further information about transferring personal data outside of the EU, in the Data Protection Statement - James Hay Products, which is available on our website at [www.jameshay.co.uk](http://www.jameshay.co.uk). If you have any questions about data protection, please contact us using the contact details in the Data Protection Statement.

We are able to provide literature in alternative formats. For a Braille, large print or audio version of this document call us on 03455 212 414 (or via the Typetalk service on 18001 03455 212 414).

James Hay Partnership is the trading name of James Hay Services Limited (JHS) (registered in Jersey number 77318); IPS Pensions Limited (IPS) (registered in England number 2601833); James Hay Administration Company Limited (JHAC) (registered in England number 4068398); James Hay Pension Trustees Limited (JHPT) (registered in England number 1435887); James Hay Wrap Managers Limited (JHWM) (registered in England number 4773695); James Hay Wrap Nominee Company Limited (JHWNC) (registered in England number 7259308); PAL Trustees Limited (PAL) (registered in England number 1666419); Santhouse Pensioner Trustee Company Limited (SPTCL) (registered in England number 1670940); Sarum Trustees Limited (SarumTL) (registered in England number 1003681); Sealgrove Trustees Limited (STL) (registered in England number 1444964); The IPS Partnership Plc (IPS Plc) (registered in England number 1458445); Union Pension Trustees Limited (UPT) (registered in England number 2634371) and Union Pensions Trustees (London) Limited (UPTL) (registered in England number 1739546). JHS has its registered office at 2nd Floor, Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE1 1GH. IPS, JHAC, JHPT, JHWM, JHWNC, SPTCL, SarumTL, IPS Plc, PAL, STL, UPT and UPTL have their registered office at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. JHAC, JHWM, IPS and IPS Plc are authorised and regulated by the Financial Conduct Authority. The provision of Small Self Administered Schemes (SSAS) and trustee and/or administration services for SSAS are not regulated by the FCA. Therefore, IPS and IPS Plc are not regulated by the FCA in relation to these schemes or services. (04/19)