



Application Form for a Fixed Term Deposit Account with Arbuthnot Latham & Co., Limited

(For Modular iSIPP, iSIPP, Partnership SIPP, Private Client SIPP and Wrap SIPP only)



Application guide

Please complete this form in BLOCK CAPITALS and return it to James Hay Partnership using one of the following methods:

Fax - sent to 03333 206 342 (or 0044 1722 338588 if faxing from outside the UK).

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

Secure Message - sent as an attachment to a secure message via your James Hay Online account.

If you need any help to complete this form please call your Service Executive Team or our general enquiry number 03455 212 414.

1 Your details

Applicant to complete

Client name

Address

Postcode

Date of birth

SIPP number

Country of residence

Nationality

Dual nationality (if applicable)

Are you a US Person or resident of the US for tax purposes?

Yes No

Names also known as

2 Amount of deposit for this account

Applicant to complete

Deposit amount

£

(minimum £25,000 per account)

James Hay Partnership will arrange for the funds from the SIPP Bank Account to be moved to this new account.

3 Term of deposit

Applicant to complete

Please indicate the term of deposit option you would like to apply for:

- 6 Month
 9 Month
 12 Month
 18 Month
 24 Month
 36 Month
 48 Month
 60 Month

4 Declaration

Applicant to complete

I/we instruct James Hay Partnership to open a Fixed Term Deposit Account with Arbuthnot Latham & Co., Limited, and I/we have read and agree to the Terms and Conditions (as set out on page 3 below), under which it will be operated. This includes reading and agreeing to Clause 1.8 (below) regarding withdrawals and early closure, and I/we accept that withdrawals or early closure of the Fixed Term Deposit Account will not be permitted.

I/we accept that the Fixed Term Deposit Account is only available to new or existing James Hay Partnership clients subject to a minimum deposit of £25,000.

I acknowledge receipt of the Financial Services Compensation Scheme Information sheet.

Either: Client

Signature

Date

Or: Financial Adviser (on behalf of the Client)

Signature

Date

5 Declaration - Please only complete this section if you are investing through a Partnership SIPP

Applicant to complete

I agree and accept that this account will be established only in the name of James Hay Pension Trustees Limited and will not be held under joint trusteeship.

Client signature

Date

6 Account opening details

James Hay Partnership to complete

Name to be opened in

Designation number

7 Bank details for maturity

James Hay Partnership to complete

Account name

Sort code

Bank name

Account number

Bank address

8 James Hay Partnership declaration

James Hay Partnership to complete

We wish to open a Fixed Term Deposit Account with Arbuthnot Latham & Co., Limited (the 'Bank') in accordance with the published conditions which we acknowledge having received and to which we agree to be bound.

We confirm that the details set out above are complete and accurate. On maturity of the Fixed Term Deposit Account we request that the money is automatically returned to the bank account details specified in Section 7.

Authorised Signatory of James Hay Pension Trustees Limited

Date

Authorised Signatory of James Hay Pension Trustees Limited

Date

Fixed Term Deposit Account Terms and Conditions (the 'Conditions')

These Terms and Conditions apply to the Arbuthnot Latham & Co., Limited (the 'Bank') Fixed Term Deposit Account (the 'Account') that is available to SIPP clients, via James Hay Partnership's Cash Panel.

For the purpose of these Terms and Conditions:

- The term "Business Day" means between 09.00 and 17.00 on a day (other than Saturday, Sunday and Bank Holidays), on which banks are open for general business in London.
- Reference to James Hay Partnership shall refer to James Hay Pension Trustees Limited for the SIPP products.
- Reference to 'You' and 'Your' shall refer to the Client who applies for the Account.

These Terms and Conditions may be varied. See Clause 1.13 for details.

1.1 ELIGIBILITY

This Account is available to new and existing James Hay Partnership clients subject to a minimum investment of £25,000 into each Fixed Term Deposit Account.

1.2 YOUR ADDRESS

The correspondence address held by James Hay Partnership in its administration records will be the one to which communications will be sent. You must notify James Hay Partnership in writing of any change of address.

1.3 OPENING AN ACCOUNT

Your Fixed Term Deposit Account is opened by the Bank when it accepts your application.

1.4 RESTRICTIONS

The Bank may refuse to carry out or allow any transaction on the Fixed Term Deposit Account if it, or James Hay Partnership, is not reasonably satisfied of:

- (i) the identity or authority of any person requesting the transaction; or
- (ii) the lawfulness of the transaction.

The Bank will not be liable to you if it refuses to carry out or allow any transaction for these reasons.

1.5 DEPOSITS

- A. You must complete the attached Fixed Term Deposit Account Application Form to open an Account. Faxed application forms are acceptable.
- B. When an instruction is received by James Hay Partnership to place a deposit in the Fixed Term Deposit Account, James Hay Partnership will then arrange the amount of the deposit to be transferred to the Fixed Term Deposit Account from the relevant trustee or product Bank Account by electronic bank transfer.
- C. You may not add additional money to a Fixed Term Deposit Account.
- D. All deposits must be in GBP Sterling.

1.6 CANCELLATION RIGHTS

The right of cancellation does not apply to accounts where the rate or rates of interest payable are fixed for a period of time, including Fixed Term Deposit Accounts.

1.7 TERM

A Fixed Term Deposit Account is a fixed term investment, and the term options for this Account are 6 months, 9 months, 12 months, 18 months, 24 months, 36 months, 48 months and 60 months. The term is set when the deposit is received by the Bank. When the fixed term comes to an end the Bank will transfer your deposit and any interest accrued to the product Bank Account from which the deposit originated.

1.8 WITHDRAWALS/CLOSURE

Withdrawals or early closure of a Fixed Term Deposit Account will not be permitted during the fixed term.

1.9 INTEREST

- A. Details of the current interest rates applicable to this Account are available on the James Hay Partnership website at www.jameshay.co.uk/cashdeposit.

- B. Interest earned will be as stated on the contract note and will be paid on maturity.
- C. If the interest payment date is a Saturday, Sunday or Bank Holiday, interest will be calculated up to the payment date or maturity and credited on the next Business Day.
- D. Interest will automatically be paid gross.
- E. If the Fixed Term Deposit Account is terminated in accordance with Clause 1.8 the interest rates described in this Clause 1.9A will not apply. When the Bank transfers your initial deposit back to the product Bank Account from which the deposit originated no interest will be applied.
- F. If your Fixed Term Deposit Account is terminated in accordance with Clause 1.12 the interest rate described in Clause 1.9B will apply at a pro-rata rate.

1.10 MATURITY

- A. Your deposit will be sent by CHAPS to the product Bank Account from which the deposit originated. The Bank will not send your deposit to any other account.
- B. You may not transfer your right to the repayment of your Fixed Term Deposit Account to anyone else.

1.11 THIRD PARTIES

The Bank's relationship is with you and the Bank will not recognise the interest or claim of any other person, unless it is required to do so by law.

1.12 DEATH

In the event of death no penalty will be payable.

In the event of your death, when James Hay Partnership has received appropriate proof of title the Bank will terminate the Fixed Term Deposit Account and your deposit, plus any interest accrued to the date of your death will be sent by CHAPS to the product Bank Account from which the deposit originated. The Bank will not send your deposit to any other account.

1.13 VARIATION OF THESE TERMS AND CONDITIONS

- A. The Bank will not change a fixed interest rate on your Account for the period which it has agreed to fix the rate.
- B. The Bank may, at its discretion, by providing you with at least two months' prior notice vary any of these Terms. If you continue to maintain an Account with the Bank following such notice you will be considered to have accepted the changes.

1.14 TERMINATION

The Bank reserves the right to withdraw this Fixed Term Deposit Account and/or limit the deposit amount at any time.

1.15 NOTICES

Any notice under these Terms and Conditions must unless otherwise specified be given:

- (i) to the Bank, by writing to James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.
- (ii) to you, using the most recent address you have given James Hay Partnership.

1.16 OUR LIABILITY TO YOU

- A. The Bank will be liable to you for any direct loss resulting from their negligence or any failure, delay or error in carrying out your instructions.
- B. Neither the Bank nor James Hay Partnership will be liable to you for loss of business, goodwill, opportunity or profit or any type of special, consequential or indirect loss whatsoever.
- C. The Bank cannot accept liability for any loss you may suffer if it is prevented from providing services, by reason of strikes, industrial action, failure of power supplies, failure of banking payment transmission or clearing systems, failure of telecommunications or other equipment, industrial dispute or other causes beyond its reasonable control.
- D. If James Hay Partnership is unable to provide services generally or any particular services to you because of any causes beyond their control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), James Hay Partnership will not be liable to you for any loss which you may suffer.

1.17 GOVERNING LAW

These Terms and Conditions are governed by English law and the Bank and James Hay Partnership agree to submit to the non-exclusive jurisdiction of the English Courts.

1.18 TRANSFER

The Bank may transfer any of its rights and obligations under these Terms and Conditions to any other company or person. Any such transfer will not affect your rights under these Terms and Conditions.

1.19 IMPORTANT INFORMATION

- A. The Bank provides banking and savings products to customers. The Bank is authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority and is entered on the FCA Register, registration number 143336.
- B. The Bank is 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. Most depositors including most individuals and small businesses are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account. For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website at www.fscs.org.uk or call +44 (0)20 7741 4100.
- C. These Terms and Conditions are available only in English and all communications from the Bank or James Hay Partnership will be made in English and the Bank and James Hay Partnership will only accept communications and instructions from you in English.
- D. To help us continually improve service and in the interests of security, the Bank may monitor and/or record your telephone calls.
- E. If you have a complaint about a Fixed Term Deposit Account you should write to the Complaints Manager, James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

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

Arbuthnot Latham & Co., Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registered office is at Arbuthnot House, 7 Wilson Street, London, EC2M 2SN with telephone number +44 (0)20 7012 2500. The address and contact details of all our offices are also available on our website at www.arbuthnotlatham.co.uk.

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)



ARBUTHNOT LATHAM
Private Bankers
 Since 1833

Depositor Protection Information Sheet

Basic information about the protection of your eligible deposits:

Eligible deposits in Arbuthnot Latham & Co., Limited are protected by:	The Financial Services Compensation Scheme ("FSCS") ¹
Limit of protection:	£85,000 per depositor per bank ² The following Trading names are part of your bank: 1) Arbuthnot Latham & Co., Limited 2) Arbuthnot Direct
If you have more eligible deposits at the same bank:	All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of £85,000 ²
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately ³
Reimbursement period in case of banks failure:	20 working days ⁴
Currency or reimbursement:	Pound sterling (GBP £) or, for branches of UK banks operating in other EEA Member States, the currency of that State
To contact Arbuthnot Latham & Co., Limited for enquiries relating to your account:	Arbuthnot Latham & Co., Limited Arbuthnot House 7 Wilson Street London EC2M 2SN Tel: +44 (0) 20 7012 2500 Email: banking@arbuthnot.co.uk
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU Tel: +44 (0) 800 678 1100 or +44 (0)20 7741 4100 Email: ICT@fscs.org.uk
More information:	http://www.fscs.org.uk

Additional information (all or some of the below)

¹ Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

² General limit of protection

If a covered deposit is unavailable because a bank is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers a maximum of £85,000 per bank. This means that all eligible deposits at the same bank are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank operates under different trading names. Arbutnot Latham & Co., Limited also trades under the name of Arbutnot Direct. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases, eligible deposits which are categorised as “temporary high balances” are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor’s current or prospective only or main residence or dwelling;
- (b) a death, or the depositor’s marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>.

³ Limit of protection for joint accounts

In the case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

⁴ Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: +44 (0) 800 678 1100 or +44 (0) 20 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £85,000) within 20 working days until 31st December 2018; within 15 working days from 1st January 2019 until 31st December 2020; within 10 working days from 1st January 2021 to 31st December 2023; and within 7 working days from 1st January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1st June 2016 until 31st December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank will also inform you of any exclusions from protection which may apply. If deposits are eligible, your bank shall also confirm this on the statement of account.

Exclusions list

The following lists contain information about deposits that are excluded from the FSCS scheme.

A deposit is excluded from protection if:

- (a) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank.
- (b) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- (c) It is a deposit made by a depositor which is one of the following:
 - Credit institution
 - Financial institution
 - Investment firm
 - Insurance undertaking
 - Reinsurance undertaking
 - Collective investment undertaking
 - Pension or retirement fund (Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded)
 - Public authority, other than a small local authority

For further information about the exclusions, refer to the FSCS website at www.fscs.org.uk.

Registered in England and Wales No. 819519. Arbuthnot Latham & Co., Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arbuthnot Latham & Co., Limited is on the Financial Services Register under Firm Reference Number 143336. Arbuthnot Latham & Co., Limited DIFC Branch is regulated by the Dubai Financial Services Authority.

14 March 2019