



Power of Attorney Declaration For Modular GIA and Modular ISA

Guidance notes

Before James Hay Wrap Managers (JHWM) can open your Modular GIA/Modular ISA you must give us a Power of Attorney to operate the GIA/ISA Bank Account(s) that will be opened in your name.

Please note, the witness to your signature must be an independent person and not a family member or relative.

If you have already provided a Power of Attorney under your existing Modular iPlan, you do not need to provide it again.

Please complete this form in BLOCK CAPITALS and black ink 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.

Modular iPlan Group ID or Application ID

(The Modular iPlan Group ID is the number displayed on the application form when you digitally sign it)

1 Personal details

Applicant to complete

Title	<input type="text"/>
Forename(s)	<input type="text"/>
Surname	<input type="text"/>
Date of birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>
Permanent residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	Postcode

2 Power of Attorney

Applicant to complete

- 2.1 This deed of a power of attorney shall be delivered and take full effect once my application to open a Modular GIA and/or Modular ISA has been accepted by James Hay Wrap Managers Limited ("the condition").
- 2.2 Subject to the condition at clause 2.1 above being satisfied, I hereby appoint James Hay Wrap Managers Limited (JHWM) of Dunn's House, St Paul's Road, Salisbury, SP2 7BF to be my attorney for the purposes hereinafter specified.
- 2.3 In respect of any Modular GIA or Modular ISA (both being "Modular iPlan Products") held in my name with JHWM, my attorney shall have full power and authority to invest and trade the cash, assets and investments in connection with the Modular iPlan Products and operate those Modular iPlan Products in accordance with the relevant Modular iPlan Product's Terms and Conditions, and any specific Product Conditions as such Terms and Conditions may later be amended or supplemented from time to time. My attorney is authorised to invest, hold and trade the said cash, assets and investments, upon the instructions of myself or my financial adviser (if applicable) named in my application form (or any person or organisation notified to the attorney as acting as my financial adviser) in any manner and to the same extent and with the same force and effect as if such actions were taken by me directly.

Without limitation of the foregoing, my attorney is hereby authorised to:

- a) purchase, hold, sell and otherwise deal in the investments selected by me or my financial adviser, directly or by nominee, at such times and in such amounts as instructed and to give all instructions, orders or requests as my attorney thinks fit for such purpose provided that such instructions shall not contravene any legal requirements or limitations relating to the particular Modular iPlan Product
- b) appoint any third party to carry out such instructions or generally to manage investments with or without prior reference to me or to execute instructions thereafter to be intimated by me or my financial adviser. The appointment of any such third party (whether or not originally appointed by the attorney) may be revoked by the attorney without my or my financial adviser's consent and without any liability to the attorney
- c) pay any costs, charges and fees incurred in connection with the carrying out of such instructions

- d) transfer money from the GIA or ISA Bank Accounts to any of the other Product Bank Accounts to facilitate my or my financial adviser's instructions in respect of the Modular iPlan Products
- e) (if applicable) instruct and take instructions from James Hay Pension Trustees Limited and James Hay Administration Company Limited in respect of my Modular iSIPP.

2.4 I acknowledge and accept that:

- a) all transactions in respect of the Modular iPlan Products are at my own risk and that my attorney shall have no liability for any investment decision, and
- b) my attorney shall be entitled to rely upon the instructions, orders and requests reasonably believed by JHWM to have been provided to it by me or my financial adviser.

2.5 My attorney is authorised to withdraw cash from the Modular iPlan Products in order to pay its fees, and those of any third party, or any other money which is lawfully due and owing and to disinvest from any investments of any Modular iPlan Product without my instructions if cash funds, after reasonable effort, cannot be obtained from me.

2.6 Upon the condition at clause 2.1 above being satisfied, this Power of Attorney shall remain in full force and effect until revoked by law or by my giving, and my attorney receiving my written notice of revocation. Revocation of this Power of Attorney shall not affect my liabilities in respect of the Modular iPlan Products that were initiated prior to the receipt of such notice of revocation. I acknowledge that any such revocation shall also require the termination of the Modular iPlan Products.

2.7 Governing Law. This Power of Attorney (and any non contractual claims or disputes arising from it) shall be governed by and construed in accordance with the laws of England and Wales.

Executed as a deed by me (the applicant) in the presence of the witness below.

Applicant's name

Applicant's signature

Date

PLEASE NOTE: The witness should not be a spouse, partner or other relative and must be aged 18 or over.

Witness's name

Witness's signature

Date

Witness's
occupation

Witness's
address

Postcode

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).

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)