



Transact

Terms and Conditions for the Transact wrap service
(incorporating a General Investment Account)

Integrated Financial Arrangements Ltd

A firm authorised and regulated by the Financial Conduct Authority

Contents

1.	Introduction	03
2.	Definitions	04
3.	Setting up and maintaining a Portfolio	05
4.	Carrying out Transactions in your Portfolio	08
5.	Protecting your Investments and Cash and pooling risks	14
6.	Keeping you informed	15
7.	Order execution policy	15
8.	Conflicts of interest policy	15
9.	Our commission rates	15
10.	Payments to your Adviser and third parties	16
11.	Other charges and payments	17
12.	Changing Adviser	17
13.	Closing your Portfolio or a Wrapper	18
14.	If you die	19
15.	Complaints	19
16.	Financial Services Compensation Scheme	20
17.	Excluding liability, limits of compensation and relying on others	20
18.	Compensating us	21
19.	Recording calls	21
20.	Data Protection	21
21.	International Tax Compliance	21
22.	Changes	21
23.	Notices and communications	22
24.	Remedies and waivers	22
25.	Unenforceability	22
26.	Third party rights	22
27.	Governing law	22
	Annex 1: Order execution policy summary	23

Introduction

As you and your Adviser manage your personal portfolio of investments, this will give rise to a number of investment and cash transactions. The Transact service is designed to execute these transactions for you in an efficient and cost-effective way. Over time, the number of transactions you ask us to carry out will vary as your needs change and due to the various factors that influence the performance of your investments.

Transact is priced accordingly, to make possible the economical management of a complete portfolio over the longer term. Instead of the more commonplace variety of charges made elsewhere, Transact dealing charges are broadly standardised across all asset classes and investment types. Most of the cost of carrying out transactions is reflected in our Annual Commission so that our Buy Commission does not inhibit prudent and appropriate changes to your Portfolio. This makes a single static investment less cost-effective but provides value-for-money execution of an actively managed personal investment portfolio.

These terms and conditions, together with your Portfolio Application Form, create a legally binding agreement between you and us relating to the operation of your Transact Portfolio. Please read them carefully because we will rely on them in all our dealings with you. If there is anything you do not understand, you should contact us or your Adviser for help.

We will treat you as a retail client in line with FCA and PRA rules and will carry out all Instructions from you or your Adviser (or Discretionary Investment Manager where one is appointed) on an execution-only basis. This means that, although we will provide general information about, and practical interpretations of, rules, we will not provide recommendations or advice on the features (including advantages and disadvantages) or suitability of any Investment, insurance product or Wrapper within your Portfolio. You and your Adviser are responsible for making sure that a particular Investment or insurance product is suitable for a particular Wrapper and for assessing the suitability of any Investment or insurance product or Wrapper for your investment needs, objectives and tax planning needs.

You may give us Instructions for all Wrappers in your Portfolio. If your Instruction relates to a Wrapper provided by another Group company or an insurance policy provided by another product provider, we will carry out your Instruction on behalf of that Group company or that product provider and in line with these terms and conditions. Cash and Investments in your Portfolio will be denominated in Pounds Sterling as will costs and commission applied to your Portfolio.

Whenever we refer to any particular legislation or regulations in these terms and conditions we also mean any amendment to it or replacement of it and any other legislation made under it. Terms expressed in the singular include the plural and vice versa. In the event of any discrepancy between this document and any other document relating to the Transact wrap service and General Investment Account (but excluding any specific wrapper Terms & Conditions) this document will prevail. Risks or matters that we wish to particularly draw to your attention appear in bold text.

Integrated Financial Arrangements Ltd is authorised and regulated by the Financial Conduct Authority, whose address is 12 Endeavour Square, London, E20 1JN.

2. Definitions

In these terms and conditions, the words and phrases set out below have the meanings shown.

Adviser – An FCA authorised financial adviser firm registered with Transact and appointed by you to provide intermediary services with regard to your Portfolio.

Adviser Payment Instruction – an Instruction about any payment you want us to make to your Adviser.

Annual Commission – the payments you make to us worked out as described in clause 9 by referring to the rates set out in the Transact Commissions and Charges Schedule.

Appropriateness Assessment – our assessment of your knowledge and experience in relation to a particular type of Investment, which may be required in relation to Instructions concerning Complex Products.

Business Day – a day on which the London Stock Exchange and banks in England and Wales are open for business.

Buy Commission – the payments you make to us, worked out as described in clause 9, by referring to the rates set out in the Transact Commissions and Charges Schedule.

Cash – the money in your Portfolio.

Complex Product – any financial product that does not meet the FCA's criteria for non-complex products, set out in the FCA's Conduct of Business Sourcebook.

Discretionary Investment Manager – someone you have appointed to make decisions about some or all of your Investments.

Express Trade – an Instruction received by 3.30pm on a Business Day to carry out, on the same day, a Transaction in shares listed on the London Stock Exchange (as referred to in clauses 4.3(3) and 4.4(2)) and for which we charge a fee (as set out in the Transact Commissions and Charges Schedule).

FCA – the Financial Conduct Authority or its replacement or successor.

Fourteen-Day Period – with reference to clause 4.3(6), the fourteen-day period starting on the date on which you could first have known that we failed to carry out an Instruction or carried it out incorrectly.

Fund Manager – an organisation which manages a collective investment scheme or funds of investments.

General Investment Account or GIA – the Wrapper set up when you open your Portfolio, which may hold Investments and Cash.

Group – us and our wholly-owned subsidiaries including IntegraLife UK Limited, IntegraLife International Limited, Transact Trustees Limited and Transact Nominees Limited as well as any other holding companies or subsidiaries.

HMRC – Her Majesty's Revenue and Customs.

Instruction – a direction from you, your Adviser or your Discretionary Investment Manager about your Portfolio which we receive or which we treat as having been received from you, your Adviser or your Discretionary Investment Manager in line with these terms and conditions or any other terms and conditions which may apply to a particular Wrapper.

Investment – any asset in your Portfolio other than Cash.

Minor – an individual who is under the age of 18.

Month – a calendar month.

New Cash – for the purposes of clause 4.5 and clause 10 only, all Cash other than Switch Cash.

Nominated Account – the UK bank or building society account in your name specified by you in writing as the account to which we will make payments if you instruct us to transfer Cash out of your Portfolio.

Nominee – Transact Nominees Limited and any other company we appoint to act as a nominee.

Password – your personal password for access to Transact Online.

Portfolio – the set of Wrappers that you hold with us.

Portfolio Application Form – the applicable Transact form which you must complete to apply for a Portfolio (currently T001, T001(TR) or T001(CA)).

Portfolio Establishment Fee (PEF) – a payment you can instruct us to make to your Adviser when Cash is received into a Wrapper and/or Investments are transferred into it 'in specie'.

PRA – the Prudential Regulation Authority or any replacement or its successor.

Rebate Reinvestment Fund – one or more funds used for the purpose of investing rebates of fund annual management charges.

Registered Individual – an FCA authorised individual or individual certified by the Adviser who works for your Adviser and who your Adviser tells us is providing intermediary services for you in relation to your Portfolio.

Switch Cash – for the purposes of clause 3.8, clause 4.5, clause 9.1 and clause 10 only, Cash proceeds from the sale of Investments (but excluding Cash proceeds from the sale of Investments which you transferred to your Portfolio from a third party).

Template – a list of Investments and their percentage allocations.

Template Rebalance – an Instruction to sell and buy Investments in a Template to restore the percentages or to add or remove Investments or to change the percentages.

Transact Annual Commission Table – the table contained in the Transact Commissions and Charges Schedule which shows the applicable Annual Commission.

Transact Buy Commission and Refund Table – the table contained in the Transact Commissions and Charges Schedule which shows the applicable Buy Commission and details of refunds.

Transact Commissions and Charges Schedule – the schedule setting out our commissions and charges, which your Adviser gives you with these terms and conditions before you sign the Portfolio Application Form, and which is also available from Transact Online, from us or from your Adviser.

Transact Online – the Transact website at www.transact-online.co.uk.

Transaction – the buying or selling of Investments, the use of Cash or any in specie transfer in any Wrapper following an Instruction.

UK – England, Wales, Northern Ireland and Scotland, but not the Isle of Man or the Channel Islands.

USA – all states, territories and possessions of the United States of America.

VAT – value added tax as governed by the Value Added Tax Act 1994 (as amended or replaced from time to time).

VAT Adjustment – an amount designed to meet any VAT liability incurred for the provision of an Adviser’s services.

Value – the value of all Investments and Cash held in a Wrapper or in your Portfolio, whichever applies.

we, us or our – Integrated Financial Arrangements Ltd (registered number 3727592).

Wrapper – a tax or legal structure which we make available and in which we hold Investments and/or Cash on your behalf.

you or your – any legal person (including trustees and companies) which has a Portfolio.

3. Setting up and maintaining a Portfolio

3.1 Opening your Portfolio

- (1) To open your Portfolio, you must fill in, sign and send us your Portfolio Application Form. When we set up your Portfolio and confirm this to you, a legally binding agreement is created between you and us, which is governed by these terms and conditions.
- (2) Unless otherwise agreed with us, at all times you have a Portfolio, you must:
 - (a) Be aged 18 or over (subject to clause 3.4)
 - (b) Be either a UK national or UK tax resident
 - (c) Have an open Nominated Account
 - (d) Have appointed an FCA authorised Adviser which is able to act on your behalf; and
 - (e) Not be living in the USA.
- (3) You must tell us of all the countries of which you are a national or where you are tax resident when you open a Portfolio with us. Additionally you must let us know immediately of any changes to the countries in which you are tax resident, and any change to personal details, including your residential address and citizenship. Should your countries of tax residence, citizenship, residential address or other personal details change whilst you have a Portfolio with us, additional legal and regulatory requirements may become applicable. In such circumstances we reserve the right to take whatever action we deem necessary to ensure that we are in full compliance with our regulatory and legal obligations and such action may include obtaining additional documentation, the cancellation of Instructions, the closure of your Portfolio and/or the sale of some, or all, of your Investments.
- (4) You must provide such information as we may require in order to administer your Portfolio and comply with our regulatory reporting requirements. This includes your National Insurance Number or other appropriate unique tax identification number or Legal Entity Identifier.

- (5) You must pay at least £5,000 in Cash or Investments into your Portfolio on set-up or make a minimum deposit of £1,000 and further deposits of at least £200 a Month. You can make cash deposits by electronic transfer, direct debit or cheque. We may accept deposits from a third party if we have agreed to the transfer of assets into your Transact Portfolio from that third party.
- (6) Once we open your Portfolio, we will send you a confirmation letter. This will contain your Portfolio number which you must use in all correspondence with us. We will send you separately your confidential Password and explain how you can use it.
- (7) You must take all reasonable precautions to prevent unauthorised use of your Password and you must let us know immediately if you suspect or discover that someone else knows your Password. Until you do so, we will be entitled to assume that any Instruction given to us using your Password is an Instruction given by you. Notwithstanding the previous sentence, if we have reasonable grounds to believe that someone else knows your Password, we reserve the right to cancel your Password and send you a new one.
- (8) We will restrict your use of your Portfolio until we have satisfactorily verified your identity and completed our anti money laundering processes.

3.2 Your right to change your mind

- (1) Once you receive a letter confirming that we have opened your Portfolio, you have 30 days to change your mind and cancel it.
- (2) If you decide to cancel, we will not charge any Annual Commissions or Wrapper administration charges on any Investments or Cash (and will refund any such commissions and charges deducted from your Portfolio before receiving your cancellation instruction). However, you will be legally responsible for all other payments, charges and fees, including Transact Buy Commission and other charges and fees associated with Instructions and any outstanding Adviser payments. We will not refund any amounts of these charges and fees properly deducted from your Portfolio prior to receipt of your Instruction to cancel. You will also be legally responsible for any loss resulting from any fall in the value of Investments you have instructed us to buy, and any other loss suffered over the period before cancellation.

- (3) For full details of the cancellation rights applying to each Wrapper please see the relevant Wrapper's terms and conditions, key features document and key information document, where appropriate.

3.3 Joint Portfolios

Portfolios which are opened as part of a joint application by two people are held by each person applying as 'joint tenants'. This means that both holders own the whole Portfolio and do not each have their own distinct share in it. If one holder dies, the other automatically becomes the only holder, as set out in clause 14. Instructions, written notices or any other similar communications sent by one Portfolio holder will be binding on all holders of that Portfolio, however, we may require signatures from all Portfolio holders in order to carry out certain Instructions (for example, changes to Nominated Account or address details). Joint Portfolio holders are jointly and severally liable for the obligations of both of them (including, but not limited to, the payment of all due fees, charges and commissions).

3.4 Minors

Minors may open a Portfolio but will only be permitted to hold certain Wrappers in it. By virtue of opening a Portfolio a Minor will have a GIA but they will only be able to hold Cash (i.e. not Investments) within it. Please see each Wrapper's terms and conditions and key features document for more information.

3.5 Trusts

Where a Portfolio is held in the name of a trust, each trustee will be jointly and severally liable for the actions of the other trustees and generally we will accept Instructions from one trustee on behalf of all the trustees. However, for certain actions and Instructions we will require express written consent from all of the trustees. Such Instructions include (but are not limited to) the following:

- (a) Setting up a Portfolio;
- (b) Registering or changing Nominated Account details;
- (c) Registering a new Adviser or changing an existing Adviser;
- (d) Closing a Wrapper or Portfolio; and
- (e) Notifying us of the retirement and/or appointment of trustees (by Deed).

3.6 Appointing an Adviser

- (1) You must appoint an Adviser to open a Portfolio. Your Adviser can only represent you in relation to your Portfolio when we have registered them and the relevant Registered Individual(s).
- (2) You authorise us to accept Instructions from your Adviser and its relevant Registered Individual(s) as if the Instructions were coming directly from you. Subject to clause 17, you also agree to compensate us for all costs, claims, expenses, damages or liabilities which we may suffer by acting on any Instruction from your Adviser or any of its Registered Individuals. If you tell us that you have appointed a Registered Individual as your Adviser, we will treat this as notification that you have appointed the Adviser firm to which that Registered Individual is providing their services. You must inform us immediately if you receive anything from us that shows incorrect details of your Adviser or Registered Individual (as applicable).
- (3) You may also appoint a third party in addition to your Adviser, using the appropriate Transact form (currently TP002). If you so appoint such a third party (which might be a Discretionary Investment Manager) you will authorise us to grant them access to your Portfolio and to pay any amounts due to them from your Portfolio and we will accept Instructions from them as if they were coming directly from you. Where you have appointed a third party all references to "Adviser" in these terms and conditions will be deemed to include that third party.

3.7 Portfolio Value and Cash balances

You must keep at least £5,000 in your Portfolio and a minimum Cash balance in each Wrapper of 2% of the Value of that Wrapper. Where a Wrapper contains multiple constituent parts (for example, where part of a Wrapper is invested in a Template or a pension contains a number of different arrangements) the requirement to maintain a 2% Cash (excluding foreign currency) balance applies to the Value of each of those distinct parts. If you fail to maintain this balance, we can refuse any Instruction and cancel any regular buy Instruction or withdrawal Instruction. We also reserve the right to close the relevant Wrapper, or sell any Investments in it, or any other Wrapper, to restore the minimum Cash balance and the value of any regular withdrawals planned for the next three Months.

3.8 How we treat Cash balances

- (1) We can use any Cash due to you to pay off any amounts you owe us and have not paid. More details of this right are set out in clause 5.3.
- (2) If we are not allowed by law or regulation to take amounts from or add them to a particular Wrapper, or if we believe there is some other good reason to do so, we will take the amounts from, or add them to, your GIA instead.
- (3) If you withdraw Cash, we will first use New Cash and then, to the extent necessary, Switch Cash. If you buy Investments, we will first use Switch Cash and then, to the extent necessary, New Cash.

3.9 Interest on Cash

- (1) We place Cash in one or more accounts at banks or other appropriate financial institutions. We then apply in full to each Wrapper in your Portfolio the interest debited/credited by these institutions within 10 Business Days of the end of each Month without deduction, unless and to the extent that it has not been received by us or we are resolving any discrepancies. If we are resolving discrepancies, or receipt of interest is delayed, we will apply the relevant amounts within 10 Business Days of resolving the discrepancy and/or receiving the interest. The interest will change from Month to Month and is the interest we receive applied in proportion to your average daily Cash balance.
- (2) In the event that the interest rate applied by a bank or financial institution results in a charge to us, we reserve the right to debit each Wrapper in your Portfolio with the appropriate charge within 10 Business Days of the end of each month. Should we decide to pass on the interest charged by the bank or financial institution, the interest we charge will change from Month to Month; will not exceed the interest that we are charged; and will be applied in proportion to your average daily Cash balance.
- (3) Where settlement mismatches arise or late payments are made, equalisation will be applied to Cash to the amount of the mismatch or payment at the crediting rate which we have set, acting in a commercially reasonable manner, for the relevant accrual period.
- (4) We do not pay interest on any Cash that we are holding to pay for any incomplete purchase Transaction, including a purchase Transaction with a price limit set by you or your Adviser under clause 4.3(13).

3.10 Insurance Products

We act as an insurance intermediary in respect of the provision of pure life cover provided by third parties and insurance based investment products provided by our subsidiary insurance undertakings. We also intermediate the sale of insurance based pension products.

4. Carrying out Transactions in your Portfolio

4.1 Form of Instructions

- (1) Subject to clause 4.1(2), you or your Adviser can give Instructions by:
 - (a) Using the Password-protected pages on Transact Online
 - (b) Letter or fax, in either case signed by you or your Adviser
 - (c) Phone, after we have checked your or your Adviser's identity.
- (2) Your Instructions relating to the following changes must be given by written Instruction signed by all Portfolio holders and posted or delivered to us by hand (and such Instructions will be deemed to be received by us as set out in clause 23) along with supporting documentation as we may require:
 - (a) Changes of name or residential address
 - (b) Changes to Nominated Account or personal payment details
 - (c) Changes to Adviser Payments and Discretionary Investment Manager Payments; and
 - (d) Instructions relating to transferring or closing the Portfolio or other changes to Portfolio holder details.

4.2 Confirming Instructions

The details of an Instruction which we have received and accepted will be set out in the 'Portfolio Valuation' and 'Transaction Listing' pages on Transact Online. The Transaction will also be shown in any contract note we may send to you or your Adviser. If you cannot find details of a Transaction on Transact Online or do not receive a contract note when you expect to you should contact us as soon as possible.

4.3 Instruction conditions

(1) Minimum Cash requirement

We will not process any Instruction if you do not have enough Cash in your Portfolio (which has been applied to the relevant Wrapper) to cover the costs of the Instruction over and above the minimum Cash balance (as set out in clause 3.7). If you do not have enough Cash we may treat the Instruction as void and cancelled.

(2) Minimum and maximum values

The following limits apply for each Instruction.

- (a) For selling and buying Investments, the minimum value is £1 for Investments listed on the London Stock Exchange. For all other Investments, the minimum value is £1 or the dealing limit applied by the Fund Manager or other product provider, whichever is higher. For regular purchases, the overall minimum values are £300 every three Months, £600 every six Months and £1,000 a year.
- (b) For Cash deposit Instructions, the minimum value is £100 unless the deposit is made by direct debit, in which case the minimum value is £50 for a Monthly direct debit. The current maximum value for a Cash deposit Instruction made by direct debit is £49,999; this limit will change automatically to comply with any applicable regulation.

(3) Timing

- (a) We must receive Instructions before 1pm, or in the case of Express Trades before 3.30pm, for us to be able to process them on the same Business Day in accordance with clause 4.4. If an Investment does not deal on a daily basis, you should send Instructions so we receive them by 1pm on the date that the Investment is dealt. If that is not a Business Day you should send your Instructions by 1pm on the previous Business Day.
- (b) We can choose whether to process Instructions received at or after 1pm (or in the case of Express Trades at or after 3.30pm) on the same Business Day or the next Business Day on which that Investment deals.
- (c) We will carry out an Instruction for an Express Trade as soon as possible after we receive it and usually expect to do this within one hour. However, this will depend on the number of Express Trades received that day and the type of Transaction requested. Also, when we rely on other organisations to complete a Transaction this may lead to delays in carrying out your Instructions.

- (d) On each of the Business Days immediately before Christmas Day and New Year's Day, we can choose to treat any Instruction or other communication we receive after 11am (in relation to aggregated dealings) or 11.30am (for Express Trades) as being received on the next Business Day.

(4) Investment details

All Investment Instructions must include:

- (a) An ISIN (or equivalent), if there is one;
- (b) The full name of the Investment;
- (c) The applicable designation or class of the Investment;
- (d) If you want us to buy an Investment on a regular basis, whether we should buy that Investment monthly, quarterly, half-yearly or annually; and
- (e) The quantity or cash value of the assets to be bought or sold.

(5) Incomplete or ambiguous Instructions

If you do not provide the Investment details set out in clause 4.3(4) or if your Instructions are incomplete or ambiguous, we will be entitled to:

- (a) Treat an Instruction for unit trusts or OEICs (Open Ended Investment Companies), where there are different classes of units or shares available, as an Instruction to buy income units or shares;
- (b) Treat an Instruction for shares, where there are different classes available, as an Instruction to buy ordinary shares;
- (c) Delay accepting the Instruction while we ask you or your Adviser to clarify;
- (d) Reject the Instruction;
- (e) Carry out the Instruction for the Investment which appears to us to be the closest to the Investment described in your Instruction; or
- (f) Rely on the ISIN provided, even if you have also provided a product name and it does not relate to that ISIN.

In each of the scenarios above, we will not be legally responsible to you for any loss which you may suffer as a result of our actions.

(6) Mistakes and limits of compensation

- (a) As we provide execution-only intermediary services, you and your Adviser are responsible for checking that we have carried out your Instruction accurately, and informing us if an Instruction you have given (or believe you have given) has not been carried out or has been carried out incorrectly.

(b) You accept and agree that if you do not tell us about mistakes within the Fourteen-Day Period, we will not pay more in compensation than the value of your direct loss on the last day of the Fourteen-Day Period.

- (c) With reference to clause 4.3(6)(b), we will treat the date on which you could first have known that we failed to carry out an Instruction, or carried out an Instruction incorrectly, as:
 - (i) The date that the details of the resulting Transaction were first posted or should first have been posted on Transact Online (for electronic communications); and
 - (ii) Two Business Days after the date that the relevant contract note or other written notice was posted (if any is issued) or should have been posted to you or your Adviser (for post).

- (d) For example, if we buy the wrong Investments on your behalf and you do not tell us about this mistake before the end of the Fourteen-Day Period, we will consider you to have accepted ownership of those Investments, without prejudice to the compensation cap detailed in (b) above.

(7) Expenses

We will take costs, expenses and charges from the stated value of the Instruction unless you tell us otherwise in that Instruction. This means that, for example, if you send us an Instruction to buy an Investment for £5,000, we will take any applicable costs, expenses and charges from that amount before we use the net amount to buy that Investment.

(8) Cancellation

If you ask us to cancel an Instruction before we complete it we will use our reasonable endeavours to do so. However, if we cannot cancel the Instruction, we will have no liability to you for failing to do so.

(9) Right to refuse Instructions and to sell Investments

We can refuse to carry out any Instruction and we can sell (or cash in) any Investment allocated to any Wrapper within your Portfolio if we believe:

- (a) That carrying out the Instruction or keeping the Investment might affect how we operate your Portfolio or the legal, tax or regulatory status of any particular Wrapper; or

- (b) That by carrying out the Instruction we would be breaking any law or regulation of the country where you are a citizen or resident (temporarily or otherwise) or any law or regulation to which we are subject; or
- (c) In accordance with Clause 4.9, that the information we hold about you and your Portfolio is inaccurate or incomplete for regulatory reporting or other purposes.

In each of the above circumstances we will not be legally responsible to you for any losses you may suffer as a result of our refusal to carry out your Instructions or decision to sell your Investment.

(10) Investment advice

Each time that you send us an Instruction, we will treat that Instruction as confirmation that you have read the relevant documents for that Investment, have accepted the risks associated with it, read the required regulatory disclosures and that, where relevant, they accurately describe your circumstances, and that you have, where appropriate, taken specialist advice.

(11) Suitability and appropriateness

- (a) The availability of a particular Wrapper, stock, fund, or other product or asset, or any other function or feature of Transact does not imply that it is necessarily suitable for you. You should seek specialist advice.
- (b) In providing execution only intermediary services to you in relation to Investments which are not Complex Products we are not required to assess the suitability or appropriateness of that Investment or product or service for you and, therefore, you will not benefit from protection under the rules relating to the assessment of suitability or appropriateness. You confirm and agree that you will satisfy yourself that the Investment is suitable for your needs and investment objectives, having taken specialist advice where appropriate, and that you are eligible (in line with the terms of that Investment) to invest in it. If we ask, you must give us evidence that you are eligible to invest in any particular Investment.
- (c) If you send us an Instruction to trade in Complex Products, rather than your Adviser sending us that Instruction, you will need to complete an Appropriateness Assessment. We may refuse to accept your Instruction if we have reason to believe you do not understand the risks involved in that Investment or if we are required to do so.

- (d) We will not be liable for any failure or delay in accepting or carrying out Instructions if you have not given us all the information we need to carry out any Appropriateness Assessment required by law or regulation.

(12) Templates

If your Adviser uses a Template in a particular Wrapper and you or your Adviser give us an Instruction to carry out a Template Rebalance:

- (a) The Instructions must have a minimum Transaction value of £50 including charges;
- (b) We treat these Instructions as a single Instruction and so we give you one contract note; and
- (c) We cannot guarantee to match the percentages in the Template exactly as the prices in the Instruction might be different to the prices we actually achieve.

(13) Pricing limits and phased purchases

You may place the following conditions on Instructions:

- (a) For Investments listed on the Official List of the London Stock Exchange (or any other exchange agreed by us at our discretion), you may specify a price above which we will not complete a purchase or below which we will not complete a sale, subject to the following;
 - (i) Unless otherwise agreed with us, any Instruction specifying a price limit will be deemed to expire if the related Transaction is not completed on the Business Day that the Instruction is received. On the expiry of any such Instruction you hereby expressly instruct us not to make such orders public (in whole or in part).
 - (ii) We do not guarantee that any Transactions will be executed at the price you specify in your Instruction and we reserve the right to cancel your Instruction if, in our reasonable opinion, the price limit is unlikely to be achieved on the same Business Day. For more details on how we will treat Instructions specifying price limits please refer to our Order Execution Policy.
- (b) If you give a single Instruction to buy Investments listed on the Official List of the London Stock Exchange with a value of at least £1,500, or other Investments with a value of at least £600, you may choose in your Instruction to have your purchase phased over six equal Monthly instalments (or over such other period as agreed by us).

(14) Other

- (a)** If a Fund Manager or other Investment product provider divests or modifies your holding under the terms of a particular Investment, we will treat it as you giving us an Instruction to divest or modify that holding.
- (b)** If you appoint a Discretionary Investment Manager it is your responsibility to ensure that you give us Instructions in line with the agreement with the Discretionary Investment Manager.
- (c)** At all times you are responsible for compliance with all laws, regulations and rules which apply to you holding any Investment, including any tax, foreign exchange or capital controls. You are also responsible for reporting or filing requirements that may apply as a result of your country of citizenship, domicile or tax residence. In particular, if you want to hold USA-based Investments, you must complete and provide the appropriate documents to comply with the tax requirements applicable in the USA. We reserve the right to sell any Investments held by you where we or a third party require you to complete documentation to evidence your tax status (such as a W-8BEN) and you do not submit such documentation within a reasonable period of time.
- (d)** We do not reclaim any tax deducted at source in respect of income arising on any foreign investment holdings.
- (e)** If we receive notice that a bankruptcy order has been made against you, or an insolvency practitioner has been appointed in respect of your assets, we will:
 - (i)** provide information to the insolvency practitioner in relation to your Portfolio;
 - (ii)** take Instructions from the insolvency practitioner in relation to your Portfolio: and
 - (iii)** not accept Instructions from you or your Adviser or any third party (which might include a Discretionary Investment Manager) in relation to your Portfolio.

In these circumstances we will use reasonable endeavours to inform you of any actions taken in relation to the order to the extent permitted by law or any applicable regulation.

4.4 Dealing with orders to buy and sell Investments

(1) Aggregated dealing

- (a)** We aggregate all valid Instructions we have accepted relating to the same Investment and place them for execution as a single Transaction in the name of the Nominee with the execution venue we have chosen on the basis described in Annex 1. Instructions relating to unit purchases cannot be aggregated with Instructions relating to cash purchases. We do not normally, and are not obliged to, net buy Instructions against sell Instructions. By combining all valid Instructions received relating to the same Investment, we aim to achieve the best possible result for you while providing a fair way of dealing with all Instructions.
- (b)** Unless we agree otherwise, for Instructions received before 1pm on a Business Day, we endeavour to place all aggregated buy Instructions and all aggregated sell Instructions from 2pm until those Instructions have been placed within working hours on the same Business Day. However, we do not guarantee that this will always be possible.
- (c)** If, for any reason, we cannot place your Instruction on any Business Day, we will attempt to place it on the following Business Days until either it is placed or we decide (in good faith and using our reasonable business judgement) that the Instruction is unlikely to be placed. At this point, we will treat the Instruction as cancelled. You should be aware that various factors influence the placement of orders for different types of Investments. If you require further information about these factors you should consult your Adviser.
- (d)** As we deal with all of your Instructions on an aggregated basis, in some circumstances a Fund Manager, product provider or other person might:
 - (i)** Add extra taxes, penalties or charges such as a dilution levy, a redemption penalty or a cancellation charge, or scale back the order;
 - (ii)** Delay dealing part of the aggregated total until a later valuation point;
 - (iii)** Allow you to buy an amount of an Investment which you will not be able to sell unless it is aggregated with Instructions from other clients; or

- (iv) Allow you to hold an Investment in an amount which would not otherwise be enough to meet the minimum holding requirements.

In each case this might not have happened if the Instructions had been placed individually and in these circumstances we will:

- (i) Share out the taxes, penalties or charges between you and all other clients in pro rata proportions calculated by reference to each client's proportion of the purchase aggregation;
- (ii) Wait until we have dealt all aggregated Instructions before sharing out the assets or proceeds to you and our other clients;
- (iii) Delay your sale Instruction until we have enough aggregated sale Instructions to meet the minimum dealing limit; and/or
- (iv) If required by the manager of that Investment, sell your Investment and pay the Cash we receive into your Portfolio.

(2) Express Trades

We reserve the right to include Express Trades in an aggregated dealing process where we consider it appropriate.

(3) Regular purchases

We will aggregate all valid Instructions (including any of your Instructions) for regular purchases in the same Investment and will place orders for these on the ninth day of each Month (if this is not a Business Day, we will place them on the next Business Day). We aggregate regular purchases with other non-regular purchase Instructions for that Investment.

(4) Asset shortfalls

When we compare our records of assets held in the aggregated pool for one or more clients with records of third parties we deal with, from time to time we identify shortfalls arising from unit rounding and unexpected differences in settlement timing. Typically these shortfalls are resolved within a few days. Where this occurs, for the duration of such shortfalls we transfer our own money (to the value of the assets affected, recalculated daily) into a client money bank account which is subject to the FCA's client money rules, so that clients are not disadvantaged. Until any such settlement differences are resolved you will have a personal claim on this money.

(5) General

- (a) We do not guarantee that your Instruction will be carried out at a specific time or at a specific price.
- (b) If necessary we may delay processing an Instruction due to circumstances beyond our control. In these circumstances, we will normally process the Instruction on the first Business Day after the end of the period of delay.
- (c) You agree that, on instructing us to buy or sell an Investment, you are also instructing us to process that Instruction in the way we deem most efficient. Where we consider it necessary, or it is required by a third party's terms of business, you agree to us paying Cash to a third party (such as a broker or fund manager) before we have received title to the Investments on your behalf.
- (d) You understand that you cannot give any Instructions while you are in the USA.

4.5 Adding Investments and Cash to your Portfolio

- (1) The following will be credited to the appropriate Wrapper in your Portfolio as New Cash:
 - (a) Cash deposits which you make from time to time;
 - (b) Income received in respect of Investments; and
 - (c) Interest, in accordance with the provisions of clause 3.9.
- (2) If another organisation settles an Instruction in one or more parts, we may add the Investments covered by any part settlement to your Portfolio as soon as reasonably possible after we receive the part settlement, or we may decide to wait until the Instruction is fully settled.
- (3) If we have to place aggregated Instructions in batches (over more than one dealing time or Business Day) and this means we obtain different prices for different batches, the price for each batch will be applied to the relevant proportion of each client's share of the aggregated Instruction when Cash or Investments are added to each client's Portfolio.
- (4) The allocation of Investments and Cash is subject to a right of set-off, set out in clause 5.3, against any monies which you owe us but which remain unpaid at that time.

4.6 Rebates of fund annual management charges

- (1) You agree that if we receive cash rebates of fund annual management charges in relation to your Investments you will be deemed to have instructed us to use those cash rebates to buy units in one or more Rebate Reinvestment Funds.
- (2) We will publish details of the Rebate Reinvestment Funds being used at any given time on Transact Online. We reserve the right to use a different Rebate Reinvestment Fund for a given Wrapper and to change the Rebate Reinvestment Funds at any time without prior notice.
- (3) Details of units purchased in Rebate Reinvestment Funds are available on Transact Online.
- (4) We will not charge you Transact Buy Commission when we buy units in a Rebate Reinvestment Fund pursuant to this clause 4.6.
- (5) We will charge you Transact Annual Commission as described in clause 9.1(2) (a) on holdings of Rebate Reinvestment Funds bought pursuant to this clause 4.6, at the rate applicable to Cash rather than that applicable to Investments.

4.7 Withdrawal Instructions

- (1) We will only accept an Instruction to make a withdrawal payment after your Portfolio has been open for at least seven Business Days and our anti money laundering and other client approval processes have been completed to our satisfaction. We will only make a withdrawal payment to your Nominated Account. If you have not provided us with the relevant account details, this could delay payment.
- (2) If the terms which apply to a Wrapper allow, you can instruct us to pay Cash withdrawals to your Nominated Account or to your GIA on a single or regular basis. The minimum payment is £100.
- (3) You can ask to make regular withdrawals every Month, every three Months, every six Months or every year. You can ask to make these withdrawals on the 7th, 17th or 27th day of the payment Month (if your selected day is not a Business Day payment will be made on the previous Business Day).

- (4) As well as giving us a date for regular withdrawals, you can instruct us to pay to your Nominated Account all Investment income (including interest if you opt to include it) received as Cash into any specified Wrappers during the relevant period subject to the terms and conditions of the relevant Wrapper.
- (5) We may use any amount you want to withdraw to pay off any amount you may owe us and have not paid.

4.8 Corporate actions and notices

- (1) We provide intermediary financial and wrap services only; we do not administer the Investments, or advise on the Investments, which we hold within your Portfolio for you. As a result, it is your and your Adviser's responsibility to monitor any corporate action for the Investments which you have bought, or transferred into your Portfolio. We will not send you copies of reports and accounts or meeting and voting information or other documents about corporate actions issued by the providers of Investments. Subject to clause 4.8(2), we will not use any voting rights which may attach to your Investments.
- (2) If you ask and we agree, we will use our reasonable endeavours to provide information about corporate actions on a case by case basis. If we agree to do so, please note that:
 - (a) We rely on others for details of corporate actions and when we send any such details to you, this is for ease of reference only and we accept no liability or responsibility for the accuracy of those details;
 - (b) Your Instruction must tell us what action to take in respect of the corporate action in question, and how such action must be taken by us in order to be valid under the terms of that corporate action; and
 - (c) We may charge a fee for this service based on the amount of work we have to do.

4.9 Ongoing Regulatory Checks

In some cases, where the information we hold about you is out of date or insufficient for us to comply with our legal or regulatory obligations, we reserve the right to restrict operation of your Portfolio in whole or in part until the information required has been provided.

5. Protecting your Investments and Cash and pooling risks

5.1 Protecting Investments

- (1) If we hold Investments for you, these will be registered in the name of our Nominee or a third party Nominee. You will either be the 'beneficial owner' of the Investments or entitled to the value of the Investments, depending on the Wrapper they are held in. Your Investments are ringfenced from our assets and are subject to regular checking and reconciliation.
- (2) Transact Nominees Limited is our wholly owned subsidiary. It is not authorised or regulated under the Financial Services and Markets Act 2000. It only holds Investments and does not carry on business in its own right. We accept responsibility for its acts (and failure to act) to the same extent that we are legally responsible for our own acts and failure to act. We also accept full responsibility for any obligations it may owe you if it becomes insolvent. We will not be legally responsible for any act, insolvency or negligence by any third party custodian we do not control unless we have failed to take reasonable care in choosing, appointing and reviewing such third party custodian. However, we will use our reasonable endeavours to make available to you any rights that we may have against those third parties.
- (3) If your Investments are subject to the law of a jurisdiction other than that of an EEA state, those Investments may be subject to different holding, settlement, legal and regulatory requirements than those which apply within the UK or EEA.

5.2 Protecting Cash

- (1) We receive your Cash, as your trustee, into client money bank accounts in line with the FCA's client money rules. This means that we hold your Cash separately from our own money.
- (2) Ordinarily we will deposit your Cash with one or more banks which are authorised by the PRA and regulated by the FCA and the PRA. Cash held at banks in accordance with the FCA's client money rules is available for investment or withdrawal on a mixture of terms, some instant access and some on terms of up to 95 days' notice. We will manage this mix with the aim of delivering an appropriate combination of interest, diversification of risk and timely access to Cash. However, in the very unlikely event that one of the banks collapses and/or we place too much money on notice, it might take longer for cash to be available for you to make withdrawals, or for us to execute purchases, make Adviser Payments or deduct sums due to us.

- (3) To the extent that the FCA allows us to place Cash into other types of account, or to use it to buy units or shares in qualifying money market funds, we may do so. Cash placed with a qualifying money market fund will be held in accordance with the FCA's requirements for holding assets rather than those for holding client money. You agree to us placing Cash into those accounts and/or buying units or shares in such funds in such proportions as we believe to be appropriate in the circumstances.
- (4) We will not be legally responsible in the event of the default of any bank that is holding your money in accordance with these terms and conditions. However, we will use our reasonable endeavours to make available to you any rights we may have against such banks.
- (5) In order to buy and sell Investments on your behalf, we may be required to hold your Cash with a third party custodian. This means that in the event of that third party's default or insolvency, there is a risk that you will lose some or all of your Cash held with them.
- (6) In the event of our insolvency you consent to us or our insolvency practitioner transferring some or all of your Cash to a third party for safekeeping on your behalf and in line with the FCA's client money rules.

5.3 Our rights over your Investments and Cash

- (1) As well as any other rights we may be entitled to under any law, we will have a general lien over all your Investments and Cash we hold or control until you have paid off all your debts, liabilities and obligations owed to us under these terms and conditions. This means we can keep any of your Investments or Cash while we wait for you to pay off any debt you owe us under these terms and conditions or otherwise.
- (2) If you owe us a debt we may use any of your Investments or Cash that we hold or control to pay off or reduce that debt and/or to reimburse us for any costs we have incurred in recovering that debt.
- (3) In the unlikely event that we mistakenly add any Cash or Investments to your Portfolio, we may remove them from your Portfolio. If you have withdrawn the Cash, or sold the Investments and withdrawn the proceeds of sale, we will treat the Cash withdrawn as a debt and we may use any of your Investments or Cash we hold or control to pay off or reduce that debt.

- (4) We will not be liable for any tax charges or other losses incurred by you or us as a result of us exercising our rights to sell your Investments and/or apply your Cash.
- (5) Custodians might also have a lien over your Investments and Cash to cover costs incurred in carrying out Transactions.

5.4 Pooling risks

Your Investments may be pooled with those of our other clients. This means that:

- (a) In the event of our, or any of our custodians' default or insolvency, if there is a shortfall which cannot be reconciled, there is a risk that you will have to share proportionally in that shortfall;
- (b) There is a risk that your options in respect of corporate actions will be limited; and
- (c) You may receive dividends or other distributions net of tax which has been paid or withheld at a less advantageous rate.

6. Keeping you informed

6.1 Transact Online

We may communicate important information to you through Transact Online. You should check your Portfolio regularly (or ask your Adviser to check it for you) and take note of any notifications, updates and/or news alerts.

6.2 Regulatory conditions

- (1) We will provide you with statements, valuations, reports and other disclosures no less frequently than required by the FCA rules, and will keep any records as required by law.
- (2) You may send us a written notice to appoint an agent to receive statements, valuations, reports and other disclosures on your behalf.
- (3) If correspondence we send to you is returned to us because the mailing address you provided is no longer valid we will stop sending you paper correspondence until you provide us with a valid address. In the meantime, you will be able to access your statements, valuations, reports and other disclosures electronically using Transact Online.

6.3 Paper Correspondence

If you have chosen to receive updates from us by post then correspondence will be sent to your mailing address as notified to us by you. To reduce the risk of fraud, you agree that if you provide a non-UK non-residential address (e.g. a non-UK PO Box address) you will be consenting to our ceasing all paper correspondence and only providing correspondence and notifications electronically via Transact Online until such time as a UK address or a non-UK residential address is confirmed to us in accordance with 4.1(2).

7. Order execution policy

We will take sufficient steps to get the best possible results for you when buying or selling Investments for you. You will find a summary of our order execution policy in Annex 1 of these terms and conditions. A full copy of our order execution policy (the "Policy") is available on Transact Online or from your Adviser, on request. So we can execute Instructions on your behalf you consent to the Policy. In particular you agree that we may execute your Instruction outside a trading venue, when you sign your Portfolio Application Form, agreeing to these terms and conditions. Please note that the Policy may change at any time without notice. Where there are significant changes to the Policy we will communicate these to your Adviser.

8. Conflicts of interest policy

We have a conflicts of interest policy to deal with any conflicts of interest which might arise. This policy sets out how we prevent, identify and manage these conflicts, and we will provide you with a copy on request. A summary of this document is available on Transact Online and, like the policy, it discloses details of conflicts of interest that cannot be fully managed or mitigated. Please read this document before signing the Portfolio Application Form.

9. Our commission rates

9.1 Our commission rates

As payment for holding your Investments and Cash and for carrying out execution-only Transactions for you, we will charge commission to your Portfolio as set out in the Transact Buy Commission and Refund Table and Transact Annual Commission Table. Our commission will be charged on the following occasions and in the following amounts:

(1) Buy Commission

Whenever we use Cash to buy an Investment for you, we will deduct from your Portfolio an amount equal to the percentage stated for Buy Commission in the Transact Buy Commission and Refund Table multiplied by the cost of that Investment.

(2) Annual Commission

At the end of each Month, we will deduct from your Portfolio amounts equal to:

- (a)** The percentage stated for Annual Commission (Cash) in the Transact Annual Commission Table multiplied by the average value of Cash balances over that Month; and
- (b)** The percentage stated for Annual Commission (Investments) in the Transact Annual Commission Table multiplied by the average value of Investments (including any that are illiquid) over that Month in both cases pro-rated by reference to the number of days in that Month.

(3) Charges without an Adviser

For any temporary period during which you do not have an Adviser appointed (for example, because your Adviser has gone out of business) the percentage multipliers for Buy Commission and Annual Commission shall be increased by adding the following percentage rates to them in order to take account of the additional work involved in operating your Portfolio:

- Buy Commission (using New Cash) 3.00%
- Buy Commission (using Switch Cash) 0.80%
- Annual Commission (Cash) 0.30%
- Annual Commission (Investments) 0.50%.

9.2. Ancillary Services

For the avoidance of doubt, no additional charge is made in respect of:

- (a)** Arranging safe custody of your Investments;
- (b)** Issuing you with a Password and a Portfolio number;
- (c)** Maintaining records of all Transactions undertaken on your behalf and providing you with access to the information contained in those records; or
- (d)** Providing you with regular valuations of the Investments in your Portfolio.

In particular, please note that we do not reward staff on the basis of the number or value of sales, transactions or services undertaken.

10. Payments to your Adviser and third parties

We will pay your Adviser and your Discretionary Investment Manager (if any), from your Cash, the amounts you have agreed (as set out in your Portfolio Application Form or other notification to us) for intermediary and other services related to Transactions, as follows:

(1) Initial and Switch Payments

- (a)** When we use Cash to buy an Investment for you, we will pay your Adviser from your Portfolio an amount equal to the 'Initial Payment' percentage stated in your Portfolio Application Form multiplied by the value of the Investment, unless any Cash used to buy the Investment is Switch Cash. If any of the Cash used to buy the Investment is Switch Cash we will pay your Adviser from your Portfolio an amount equal to the 'Switch Payment' percentage stated in your Portfolio Application Form multiplied by that part of the Cash used which is Switch Cash.
- (b)** These payments will be made when the Transaction completes, unless you have specified that the payment is to be made on a 'Portfolio Establishment Fee basis' on your Portfolio Application Form, in which case we will make the payments when we receive Cash into your Portfolio or the relevant Investments have been transferred into your Portfolio. The amount of the payment will be the percentage stated on your Portfolio Application Form multiplied by the value of the Cash deposited or transferred or Investments being transferred into your Portfolio.
- (c)** Please note that if you have specified the same percentage for both 'Initial Payment' and 'Switch Payment' the information we provide to you about Adviser Payments will simply refer to an Adviser 'Buy' payment.

(2) Annual Adviser Payment

If you have agreed to make annual payments to your Adviser, at the end of each Month we will pay your Adviser, from your Portfolio:

- (a)** The amount equal to the "Annual Payment (Cash)" percentage stated in your Portfolio Application form multiplied by the average value of Cash (which includes New Cash and Switch Cash) over the course of that Month, pro-rated by reference to the number of days in that Month; and
- (b)** The amount equal to the "Annual Payment (Investments)" percentage stated in your Portfolio Application Form multiplied by the average value of Investments over the course of that Month.

(3) General

- (a) We will change the percentages set out in your Portfolio Application Form if we receive a Transact 'Adviser payment Amendment' form (available on Transact Online) or equivalent written signed Instruction from you. We may decrease those percentages on receipt of an Instruction to do so from your Adviser.
- (b) We will pay your Adviser from your Portfolio any extra amounts you both agree as soon as possible after receiving your written Instruction or the relevant Transact form (available on Transact Online).
- (c) We are not legally responsible for paying any tax or similar charge in relation to Adviser payments. We will, however, pay your Adviser from your Portfolio a VAT Adjustment if you have selected this option on your Portfolio Application Form or other relevant Transact form (available on Transact Online).

11. Other charges and payments

- (1) We will take Wrapper administration charges from your Portfolio for the amount and at the frequency set out in the Transact Commissions and Charges Schedule, as they apply to each Wrapper.
- (2) We may make an extra charge for any work involved if you want to transfer Investments or Cash out of a Wrapper to another manager, trustee, custodian, agent, administrator or other similar organisation.
- (3) You will pay any fees, costs, expenses, taxes, duties, levies, charges, imposts and other liabilities and deductions that arise in connection with buying, looking after, valuing and selling any Investments or which otherwise relate to your Portfolio, including (but not limited to):
 - (a) Charges associated with collective investments (for example, unit trusts and OEICs) which are charged by Fund Managers or other product providers;
 - (b) Equity dealing charges;
 - (c) Any stamp duty, government or bank charges;
 - (d) Any Insurance Premium Tax which may be payable on your contributions into certain Wrappers;
 - (e) Any levy imposed by the Panel on Takeovers and Mergers;
 - (f) The costs of any currency conversion; and
 - (g) Any costs we incur in connection with a Transaction which does not complete for any reason.
- (4) Details of our dealing charges relating to Investments listed on the London Stock Exchange and charges for Express Trades are set out in the Transact Commissions and Charges Schedule.
- (5) In the course of carrying out business, we may give and receive minor non-monetary benefits including, but not limited to, hospitality or training. Our policy is that any single item should be modest in value and considered not to conflict with our duty to act in the best interests of our clients.

12. Changing Adviser

- (1) To change your appointed Adviser, please send us any of the following:
 - (a) A signed letter from you telling us that you have appointed a new Adviser, including the new Adviser's details;
 - (b) A copy of your letter to the new Adviser appointing them, certified as a true copy of the original by a Registered Individual of your new Adviser or by an accountant, barrister, notary, court official or practicing solicitor; or
 - (c) A copy of your letter to your new Adviser accepting their terms of business, certified as described in clause 12(1)(b).
- (2) A request to change your Adviser will relate to all your Portfolios unless you say otherwise. You can only have one Adviser for each Portfolio. Your new Adviser will apply from the date we update our records (subject to the Adviser having successfully registered with us).
- (3) When you change Adviser we will make payments to your new Adviser from your Portfolio on the same terms as we made them to your previous Adviser unless you send us an Instruction to change those terms.
- (4) If your current Adviser tells us that you have appointed a new Adviser we will still need written confirmation from you as set out above. Until then, we will consider you as not having an Adviser and extra charges will apply as set out in clause 9.1(3).
- (5) If you want to change your Registered Individual rather than your Adviser you should agree this with your Adviser who will then let us know so we can update our records.

13. Closing your Portfolio or a Wrapper

13.1 Closure by you

- (1) We will carry out any Instruction to close your Portfolio or any Wrapper as long as your request meets the terms of the Wrapper and does not breach any legal or regulatory restrictions.
- (2) If you send us an Instruction to close your GIA, we will treat this as an Instruction to close your Portfolio, unless there are other Wrappers in your Portfolio. If this is the case, we will not accept your Instruction to close your GIA unless you instruct us to close all of your other Wrappers as well.
- (3) We will treat an Instruction (under clause 13.1(1) or (2)) to close a Wrapper or Portfolio as an Instruction to sell all of your Investments in that Wrapper or Portfolio and then withdraw all the Cash to your Nominated Account.
- (4) If you have a Transact Personal Pension Plan, Transact Executive Pension Policy or Transact Section 32 Buy-Out Bond, an Instruction to close your Portfolio must include details of the approved pension arrangement to which you are transferring your plan, the annuity you are buying with the final Wrapper Value or the nominated account to which you wish the Cash or Investments to be transferred. Until that transfer or purchase has completed, we will not accept any other Instructions for that Wrapper. However, all commission, charges, fees, expenses, taxes or other amounts which are due and relate to that Wrapper will continue to apply.
- (5) Immediately before the transfer or withdrawal of Cash or Investments from a Wrapper or Portfolio, we will first take all commission, costs, charges, fees, expenses, taxes or other amounts you owe us but have not yet paid which relate to that Wrapper or Portfolio or any other Wrapper or Portfolio in your name or joint names.
- (6) Even if you close your Portfolio or any Wrapper in your Portfolio, you will still be legally responsible for any commission, costs, charges, fees, expenses, taxes or other amounts you have not paid, until you have paid them in full.

13.2 Closure by us

- (1) We will be entitled to close a Wrapper in your Portfolio in line with the terms which apply to that Wrapper.

- (2) We will be entitled to close your Portfolio:
 - (a) If you have not given us any documents or information we need to meet our regulatory or legal responsibilities;
 - (b) If you have failed to provide us with satisfactory evidence or documentation in order for us to complete our anti money laundering verification process;
 - (c) If we believe, acting reasonably, that any information or declaration you have given to us is untrue, misleading, or incomplete in any material way, or if you fail to inform us of any information you later become aware of which makes any previous information untrue, misleading, or incomplete;
 - (d) If we have to under the terms of a court order;
 - (e) If the Cash balance of one or more of your Wrappers has fallen below the minimum balance set out in clause 3.7;
 - (f) If you have transferred out, or sold and withdrawn the sale proceeds for, 95% or more of the Value of the Investments and Cash in one or more of your Wrappers;
 - (g) If you have legally transferred, or tried to transfer, ownership of your Portfolio to anyone else without our written permission;
 - (h) If you have lent, deposited as collateral or used as security, one or more of the Investments in your Portfolio, or have tried to do so, without our written permission;
 - (i) If you have done, or failed to do, something which means we are unable to comply with our legal and/or regulatory obligations; or
 - (j) For any other reason expressed in these terms and conditions or the terms and conditions of an applicable Wrapper.
- (3) We will let you know in writing the date on which we will be closing your Portfolio. If we do decide to close it, we will treat this as an Instruction from you to close your Portfolio.

13.3 Closure generally

- (1) We will not be legally responsible for any commission, costs, charges, fees, expenses, taxes, or other amounts which become payable by closing your Portfolio, or any Wrapper.

- (2) If we receive any residual payments relating to your Investments after the closure of your Wrapper or Portfolio we will attempt to pay these to you via your previously chosen payment method or pass them to your new product provider in line with your Instructions if possible. If the payments within your final Wrapper are worth £50 or less we will keep them to cover processing expenses. We will take steps to ensure that we minimise these administration fees by, for example, postponing them until we are reasonably satisfied that we have received all sums we are likely to receive, bearing in mind any external factors such as applicable statutory time limits.
- (3) Where you are only holding Cash in your Portfolio, we may (in line with FCA regulations) remove that Cash from our client money bank account if there has been no activity on your Portfolio for six years. At that point we will write to your last-known address to ask for Instructions for paying your Cash. If we do not receive Instructions from you within 30 days of the date of our letter, we may remove your Cash from our client money bank account and you will lose the associated protection of having your money segregated in such an account. Any legal rights you may have will not be affected by this action.

14. If you die

- (1) If you are a joint Portfolio holder and you die, the Portfolio will automatically pass to the surviving Portfolio holder once we have been formally notified of the death. We will update our records to show this.
- (2) In all other cases the Portfolio will automatically pass to your personal representative(s) as the Portfolio holder(s), save for any Wrapper written into trust, for which control will pass to the trustees. Once we are told of your death we will do the following:
- (a) Immediately deactivate your Password;
 - (b) Ask your Adviser to confirm in writing within thirty days that they are authorised to continue giving us Instructions on the Portfolio on behalf of your personal representatives;

- (c) Write to your Adviser and your personal representatives (or solicitors acting on behalf of your personal representatives) to explain what Instructions we will and will not accept relating to the frozen Portfolio until we have received an original or copy (certified in accordance with our Document Certification Guide, a copy of which is available upon request) of the grant of probate or letters administration; and
- (d) In respect of Wrappers written into trust, write to your Adviser to provide a valuation and where appropriate to obtain contact details for the trustees. We will then write to the trustees for further instructions.

15. Complaints

- (1) If for any reason you are not happy with our service, you may raise your concerns with us in the most convenient way for you. This includes in writing, by email, phone or in person. Please contact us at:
- Integrated Financial Arrangements Ltd
29 Clement's Lane
London
EC4N 7AE
Phone: 020 7608 4900
Fax: 020 7608 5300
Email: info@transact-online.co.uk
- (2) We will handle your complaint in line with our complaints procedure and the FCA rules governing complaints. We will provide a copy of our complaints procedure on request and will, in any case, send you a copy with our letter acknowledging your complaint.
- (3) If we do not deal with your complaint to your satisfaction you can refer the matter to the Financial Ombudsman Service at:
- The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Phone: 0300 1239 123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
- (4) If your complaint relates to a specific Wrapper, please read the Wrapper key features document or key information document for details of the relevant complaints procedure.
- (5) If your complaint relates to a product or services provided by a third party through us, please read the documents written by that third party provided to you to find out how to make a complaint to that third party.

16. Financial Services Compensation Scheme

- (1) If you make a valid claim against us for your Investments or Cash and we cannot meet our liabilities in full you may be entitled to compensation from the Financial Services Compensation Scheme. You can get more information, including the amount and scope of cover, from:

Financial Services Compensation Scheme
 PO Box 300
 Mitcheldean
 GL17 1DY
 Phone: 0800 678 1100 or 020 7741 4100
 Website: www.fscs.org.uk

- (2) For details about the relevant compensation scheme that applies to individual Wrappers and the level of cover provided please see each Wrapper's key features document.

17. Excluding liability, limits of compensation and relying on others

17.1 Excluding liability

- (1) We will not be legally responsible to you for any commission, costs, charges, fees, expenses, taxes, or other amounts of any description resulting from us following an Instruction from you or your Adviser or your Discretionary Investment Manager (or which we, acting in good faith, believe to be from you or your Adviser or your Discretionary Investment Manager), or resulting from us enforcing any rights under these terms and conditions or the terms and conditions of any particular Wrapper.
- (2) We will not be legally responsible to you for any loss resulting from any third party's failure or delay in carrying out your Instructions or for your Instruction being carried out at a different price than that which we could have achieved if the Instruction had been carried out at the time you expected it to be.
- (3) We will not be legally responsible to you for any loss resulting from any third party's failure to provide us with Cash or Investments to which you are entitled as part of a Transaction.
- (4) Other than as set out in clause 4.3(6) we are not legally responsible for, and therefore will not compensate you for, any indirect or resulting loss or damage, fall in Investment value or loss of investment opportunity howsoever it arises and whether or not that loss or damage could be expected.

- (5) Nothing in these terms and conditions will limit our legal responsibility for any duty or liability we may have under the PRA or FCA regulatory system (as defined in the glossary to the PRA and FCA combined handbook of rules and guidance), or for death, personal injury, negligence, wilful default, or any other liability for which limitation is prevented by law.
- (6) We will not be legally responsible to you for any loss or damage, fall in Investment value or loss of investment opportunity that is caused by our inability to carry out your Instructions, or a delay in us doing so, where that failure or delay is the result of a force majeure or business interruption beyond our reasonable control.

17.2 Limits of compensation

The limits of compensation which we will apply if we make a mistake are set out in clause 4.3(6).

17.3 Relying on others

- (1) If you have chosen to buy or transfer Investments into your Portfolio that are managed by other organisations, we have to rely on (and report on) the information they give us. As a result of this reliance we do not accept legal responsibility for any loss or damage resulting from any failure by those organisations to give us this information, or any mistakes in it.
- (2) Where we rely on third parties to obtain market price data in order to carry out your Instructions we do not accept legal responsibility for any loss or damage suffered by you as a result of any mistake or inaccuracy in that data and our reliance on it.
- (3) We will make available various third party documentation, such as a key information document or prospectus, supplied by Fund Managers or other product providers, through Transact Online. We will try to keep this documentation up to date but we do not accept any responsibility for doing so, or for its accuracy or completeness. In order to ensure that you have the most up to date version of the documentation please check Fund Managers' or other product providers' websites.

18. Compensating us

- (1) You agree to compensate us for all costs, claims, demands, losses, expenses and liabilities we suffer when acting on an Instruction given by you or your Adviser or your Discretionary Investment Manager (or which we, acting in good faith, believe to be given by you or your Adviser or your Discretionary Investment Manager).
- (2) You will compensate us for any claim or demand made against us by any other person or organisation including any Discretionary Investment Manager.

19. Recording calls

For the protection of both you and us we record all incoming and outgoing calls. We may also monitor or record your calls for training purposes. You may request a copy of the recording of a call and copies may be provided to regulatory bodies if requested. These records are retained in accordance with applicable law and regulation.

20. Data protection

- (1) We are authorised under the Data Protection Act 2018 to maintain, process and store your personal information. Generally we collect information directly from you but we may also obtain information from third parties, such as your Adviser, your employer, HMRC, joint Portfolio holders and credit reference agencies. We will use this information to set up your Portfolio and administer your Portfolio and associated Transactions and for legitimate business reasons (including, without limitation, the provision of information to your Advisers, third parties appointed by you or your advisers, third party investment managers, our service providers, Fund Managers or other product providers in the event that they reasonably request such information from us) or as needed by law, court order or regulation which may require us to send your information to other companies, governmental bodies or regulatory bodies (including those outside the EEA) so they can process it. We will otherwise keep your personal information confidential and will not use it for marketing purposes without your permission.

- (2) For full details about how we use your information you can access our privacy notice on Transact Online. For details of your rights to access and request copies of data we process about you, please contact The Data Protection Officer, Integrated Financial Arrangements Ltd, 29 Clement's Lane, London EC4N 7AE or call us on 0207 608 4900.
- (3) For details about the relevant data protection provisions that apply to individual Wrappers please see each Wrapper's key features document.

21. International Tax Compliance

- (1) You understand and agree that where:
 - (a) you have certified on your Portfolio Application Form or on any supplementary forms to being tax resident in any non-UK country; or
 - (b) based on information you have provided to us, or based on publicly available information, we have assessed you to be tax resident in any non-UK country
 that for each calendar year you hold a Portfolio with us, certain personal and financial information relating to your Portfolio, will be reported by us to HMRC the following year in accordance with the International Tax Compliance Regulations 2015, and may be transferred by HMRC to the government of another territory, in accordance with the relevant agreement in place between the UK and the authorities of that other territory.
- (2) For details about the relevant Tax Compliance rules that apply to individual Wrappers please see each Wrapper's key features document and the "FATCA and the International Tax Compliance Regulations – FAQ" document, which is available from your Adviser.

22. Changes

We may change these terms and conditions without notice if there are changes in relevant laws or regulations and we have to comply with those changes or if there are changes in other circumstances beyond our control. Otherwise we may change them if we give you not less than one Month's written notice.

23. Notices and communications

- (1) If you send us a notice, it must be sent or handed to us at our registered office and addressed to 'The Directors'. Notices we send you will be valid if sent to you at your most recent address on our records, or that of any agent you have appointed.
- (2) We will treat any notice or other communication:
 - (a) Delivered by hand as being received at the time it is delivered;
 - (b) Sent by post as being received on the second Business Day (for UK mail) or the fifth Business Day (for overseas mail) after the date of posting; and
 - (c) Sent by fax or email as being received on the day it is sent (or the next Business Day if the day it is sent is not a Business Day or if it is sent after 5pm on a Business Day).
- (3) All communications between you and us shall be in English.

24. Remedies and waivers

- (1) If you or we breach any of these terms and conditions the appropriate remedy can be enforced at any time in the future. No breach by any party will be waived or discharged except with the express written consent of the other.
- (2) If you or we fail to use, or delay in using, any right under these terms and conditions, it will not affect any other rights under these terms and conditions or the use of the same right in the future.

25. Unenforceability

- (1) If any provision of these terms and conditions, or the terms and conditions of any Wrapper, is held by a court or other competent authority to be invalid, illegal or unenforceable, that provision, (or any relevant part of it) shall be treated as deleted to the extent required and the validity and enforceability of the other provisions of the terms and conditions (or the remaining part of a particular provision) shall not be affected.
- (2) If any provision is found to be invalid, illegal or unenforceable you and we will consult to agree an alternative provision which achieves a similar result.

26. Third party rights

These terms and conditions apply exclusively to you and us and no third party may seek to rely on, or enforce, any of the terms contained herein. A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms contained herein.

27. Governing law

These terms and conditions and any dispute or claim arising in connection with them (including non-contractual claims or disputes) will be governed by English law and any dispute or claim will be dealt with exclusively by the courts of England and Wales. If you do not live in England, Wales, Scotland or Northern Ireland your Adviser will be your agent for service.

Annex 1

Order execution policy summary

The Order execution policy ('Policy') applies to the execution of orders we carry out on your behalf. If you or your Adviser provide a specific Instruction with regard to an order we will be obliged to follow that Instruction. The Policy will then apply to all elements of the order except for the elements specified in that Instruction.

1. Order Execution Factors

(1) To achieve the best results for you we take into account a number of factors, in the following order of priority:

- Total consideration
- Speed of completion
- The likelihood of successfully executing your Instruction
- The size of your order
- The characteristics of the Financial Instrument involved
- Any other considerations relevant to executing your Instruction.

Normally best results depend on total consideration (the price of the Investment and all the costs related to carrying out your Instruction). However, at times we may give other factors higher priority.

(2) In deciding on how much importance we should attach to the factors mentioned above we also have to consider:

- The fact that you are a 'retail customer' for the purposes of the FCA and PRA client categorisation rules;
- The characteristics of your order;
- The characteristics of the Investment to which your Instruction relates; and
- The venue where your Instruction will be carried out.

(3) In particular, in accordance with our aggregation policy set out in clause 4.4 we believe that the aggregation of Instructions will result in us obtaining the best overall result, particularly with regard to overall dealing costs and obtaining access to and/or discounts on Investments.

However, you should be aware that in some circumstances this may work to your disadvantage. For example, prices may change between the time we receive your Instruction and the time the order is executed.

2. Venues for Executing Transactions

We have set out below the venues which we most regularly use to carry out your instructions and which we believe provide the best prospects for getting you the best deal.

- (a) For collective investment schemes (for example, unit trusts or OEICs), we deal directly with the Fund Manager or other product provider.
- (b) For shares (with the exception of venture capital trusts (VCTs)), fixed-income securities, exchange-traded funds and exchange-traded commodities (if they can be held in CREST/Euroclear) we will use a number of venues that we believe best allow us to meet our responsibilities under the Policy. We place significant reliance on Winterflood Securities Limited. When we carry out your Instruction using Winterflood Securities Limited or another market maker, we buy or sell Investments from or to them, rather than using a regulated market, organised trading facility or a multilateral trading facility.
- (c) Instructions to purchase shares in a VCT will be executed as new share subscriptions with the VCT provider, unless a specific market trade instruction to purchase the shares in the VCT is received. In the event a new share subscription is not available to us, we will execute a market trade purchase using a number of venues that we believe best allow us to meet our responsibilities under the Policy.
- (d) If appropriate, we may send your orders to a broker. We place significant reliance on Charles Stanley & Co. Limited and Canaccord Genuity Wealth Ltd for such instructions. Other brokers that we use are listed in the Policy.

Note that in choosing a venue we will consider whether the Investments can be held in CREST, the venue's reputation, and the venue's own order execution arrangements.

3. Monitoring and Reviewing the Policy

We monitor the effectiveness of our order execution arrangements and the Policy.

We will let you know about any material changes to our order execution arrangements or the Policy.

4. Costs

To the extent that we use third parties, typically they apply charges based on the value of Transactions. Full details are set out in the Order Execution: Third Party Charges document.

5. Annual Best Execution Report

Each year we publish a report on the quality of execution received from our execution venues. A copy of this report can be found at <https://www.transact-online.co.uk/important-information/>



© Integrated Financial Arrangements Ltd 2017

M011 Version (18) October 2018

"Transact" is operated by Integrated Financial Arrangements Ltd, 29 Clement's Lane, London EC4N 7AE.

Tel: (020) 7608 4900 Fax: (020) 7608 5300 email: info@transact-online.co.uk web: www.transact-online.co.uk

(Registered office: as above; Registered in England and Wales under number: 3727592)

Authorised and regulated by the Financial Conduct Authority (entered on the Financial Services Register under number: 190856).