

ii SIPP

The ii SIPP is governed by two sets of terms, both of which are contained in this document.

The ii SIPP Operator Terms and Conditions explain how we act as Operator of the SIPP scheme, and the ii SIPP Investment Terms of Service cover how the SIPP Investment account services are provided. Each form a separate contract between you and us.

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SIPP Operator Terms and Conditions

1 Introduction

1.1 Roles

1.1.1 The iiSIPP is a self-invested personal pension (SIPP) which is part of The Investor SIPP, a registered pension scheme provided by Interactive Investor Services Limited (IISL or we or us). We are authorised and regulated by the Financial Conduct Authority (FRN: 141282). The Scheme is established under and governed by a Trust Deed and Rules, a copy of which is available on request.

1.1.2 We are the Operator of the Scheme and HMRC Scheme Administrator. We also provide the SIPP Investment Account, and the services relating to managing the investments that you wish to have in your SIPP, including safe custody of those assets, dealing and investment administration.

1.1.3 Investor SIPP Trustees Limited is the Trustee of the Scheme. It is a non-trading company and is a bare trustee. This means that its sole purpose is to hold the scheme assets for the benefit of you and all the other members. The Trustee is not regulated by the FCA.

1.1.4 Any powers or discretions which the Trustee uses to carry out its role will only be exercised by us as the Operator of the Scheme.

1.1.5 Where any activity could result in the Trustee no longer qualifying as a bare trustee, the activity will be carried out by us to the exclusion of the Trustee.

1.2 These SIPP Operator Terms and Conditions

1.2.1 In taking out a SIPP you become a member of the Scheme and these SIPP Operator Terms and Conditions govern the operation of the SIPP.

1.2.2 Separate SIPP Investment Terms of Service govern your investments in your SIPP account and the related dealing and custody services provided by us.

1.1.3 These SIPP Operator Terms and Conditions form a legally binding agreement between:

- you, the member, and
- us the Operator.

1.1.4 Both these SIPP Operator Terms and Conditions and the SIPP Investment Terms of Service must be read in conjunction with the following documents:

- Key Features;
- Key Features Illustration (if applicable);
- Rates and Charges; and
- your application.

which are available on our website, www.ii.co.uk, or on request.

1.1.5 Technical terms and phrases used in this document are explained in the glossary at the back of this document.

1.1.6 These SIPP Operator Terms and Conditions are the basis on which we will provide the Scheme to you. If they are not acceptable to you, you should not proceed with your application to join the Scheme. They apply from the date that we receive and accept a properly completed application to commence your membership of the Scheme from you.

1.1.7 Where they are replacing a previous set of SIPP Operator Terms and Conditions following changes, then they will apply from a date that we notify you of. We will give you at least 30 days' written notice of any changes. If you are not agreeable to these changes, you must notify us in writing of this within 30 days, and we will assist you in transferring to an alternative registered pension scheme.

2 Background

2.1 The Scheme is a registered pension scheme and is used to provide pension and lump sum benefits to its members and their beneficiaries.

2.2 A self-invested personal pension scheme (SIPP) is defined as a designated investment (personal pension scheme) in accordance with the Financial Services and Markets Act 2000 (as amended). This means that a SIPP is a product regulated by the Financial Conduct Authority.

2.3 The Scheme is established and governed by a Trust Deed and Rules.

2.4 If there are any inconsistencies between these SIPP Operator Terms and Conditions and the Trust Deed and Rules (a copy of which is available on request), the Trust Deed and Rules will take precedence.

3 Our services

3.1 We, in conjunction with the Scheme Practitioner, BW SIPP LLP, will:

- establish your membership of the Scheme;
- maintain the Scheme in line with legislation and regulation;
- prepare documentation to allow the making of claims for tax relief;
- open and maintain client accounts with selected banks
- maintain appropriate records; for example, a record of contributions paid;
- liaise with you in respect of changes to the Scheme, including changes in limits on contributions and benefits;
- act in line with your instructions, receive investment income, pay outgoings;
- settle the benefits due under the Scheme by the payment of cash and income (and, in certain circumstances and where allowed by our SIPP Investment Terms of Service, by an in specie payment), with the deduction of income tax as appropriate, and/or by the purchase of an annuity with the provider of your choice.

3.2 Other services

We may perform other services if we are asked by you, (and we agree to and are allowed to do so), or if we are required to do so by legislation and regulation. Any such services provided may be subject to additional time cost fees if the services are requested by you, or special fees if they are required by legislation and regulation.

4 Membership

- 4.1 You are eligible to establish a SIPP and thereby to become a member of the Scheme if, at the time of application you are a UK resident.
- 4.2 Your membership is based on the information disclosed in your application and is subject to our acceptance of your application to us. Acceptance by us means that you have been accepted as a member of the Scheme.
- 4.3 If you are a parent or legal guardian, and this service is available, you may apply for membership on behalf of a child under the age of 18. We call this a Junior SIPP and all provisions of these SIPP Operator Terms and Conditions will also apply to a Junior SIPP and references in them to “you” or “your”, where applicable, will refer to the parent or legal guardian. We will take instructions from you (provided you retain parental responsibility for the child) until the child reaches age 18 then, on their acceptance of our current SIPP Operator Terms and Conditions, instructions will then be taken from them and these SIPP Operator Terms and Conditions will be a legally binding agreement direct with them.
- 4.4 We have legal obligations regarding the detection, reporting and prevention of fraud, money laundering and terrorist activity. We are required to take action where we have suspicions about the use of, or any activity concerning, any accounts or amounts we hold, or any facilities we provide.
- 4.5 We are required to verify your identity or any other person’s or entity’s identity if they are introducing money to your SIPP. You will be required to provide satisfactory documentation to enable us to verify your identity, or the identity of any party introducing money to your SIPP, and this is a requirement before we are able to establish your SIPP and act under your instructions.
- 4.6 Until verification has been satisfactorily completed and we have confirmed that your SIPP has been established, we cannot accept money into the SIPP. Where we are legally permitted to do so, we will advise you of any investigation, or of any delay arising from any such investigation. We may be obliged to refuse transactions or instructions.
- 4.7 We will not be liable to you or any third party for any loss or damage arising from any action we may take, as a result of our legal obligations.

5 Financial advice

- 5.1 We are not responsible for giving, and shall not be deemed to have given, any legal, financial, investment, tax or any other advice in connection with your SIPP or any underlying investments or decisions associated with it.

Where you are in doubt as to the suitability of a SIPP for your needs and circumstances we recommend that you seek independent financial advice.

6 Cancellation

6.1 First 30 days

- 6.1.1 Once your application has been accepted you will be given a cancellation notice. If you wish to cancel your application, you have 30 days from the date you receive the cancellation notice to notify us of your

intention to cancel.

- 6.1.2 If you cancel your application and have made a cash contribution within the first 30 days that has not been invested, the value of your contribution will be returned to you with no interest.
- 6.1.3 You are not entitled to a further cancellation period in respect of additional contributions made to your SIPP after the first 30 days following its establishment.

6.2 Investments

- 6.2.1 If you cancel your application and have made an investment within the first 30 days, you will receive back the value of the underlying investment, which may be more or less than the initial amount that you invested.
- 6.2.2 You do not have the right to cancel any investments in your SIPP unless the investment itself has a specific cancellation period.

6.3 Transfers

- 6.3.1 If you have made a transfer payment within the first 30 days to your SIPP from a money purchase pension scheme and you decide to cancel your application, the value of the underlying investments, which may be lower than the amount that was originally transferred, will be returned to the transferring plan. If the transferring plan refuses to accept the returned transfer payment, you must select an alternative pension plan to which the transfer payment can be paid.
- 6.3.2 Any subsequent transfers to your SIPP from other money purchase pension schemes, after the first 30 days, will be treated identically.
- 6.3.3 If you want to make a transfer to your SIPP from a defined benefit scheme or a pension scheme or policy that contains a guaranteed annuity rate (GAR) or other safeguarded benefits, either within the first 30 days or subsequently, we will not request the transfer until the 30 days right to withdraw period has expired, unless you choose to indemnify us and have confirmed this by completing and returning to us our standard form

6.4 Drawdown pension

- 6.4.1 If you crystallise funds into a drawdown pension and then take a pension commencement lump sum (PCLS) and/or income either within the first 30 days or subsequently, you have 30 days in which to change your mind. Should you exercise that right, you must notify us within 30 days from the date you receive the cancellation notice. Any PCLS and/ or income received the returned funds will remain in cash until you invest them through your SIPP Investment Account.
- 6.4.2 If you convert a capped drawdown fund to a flexi-access drawdown fund, you do not have the right to cancel the conversion.

6.5 Uncrystallised funds pension lump sum (UFPLS)

- 6.5.1 If you take an UFPLS, either within the first 30 days or subsequently, you also have 30 days in which to change your mind. Should you exercise that right, you must return the full UFPLS to us within 30 days from the date you receive the cancellation notice. The returned funds will remain in cash until you invest them through your SIPP Investment Account.

7 Contributions

7.1 Making contributions

- 7.1.1 You accept that you will not make any unauthorised payments to your SIPP. Having first added funds to your SIPP via transfer or contribution, there is no minimum further contribution limit.
- 7.1.2 You may pay regular or single contributions and we will accept contributions paid on your behalf by a spouse, partner, employer and some third parties.
- 7.1.3 All regular payments will be collected by monthly direct debit, and you can choose any one of the available collection dates, as shown on our website. If you wish to stop or change the amount of your regular contributions, or the collection date, you must give us ten business days' notice by email, by post, or via your SIPP Investment Account. We will acknowledge your instruction and its effective date.
- 7.1.4 Single contributions can be paid by any of the payment options shown on our website, including debit card payments or transfers from another of your accounts held with us. You must notify us prior to each single contribution being paid. Failure to notify that you are making such a payment may result in the payment being delayed or returned.

7.2 Annual Allowance (AA)

- 7.2.1 The Annual Allowance (AA) is the maximum amount of pension savings which you (or someone on your behalf) can make in any tax year without incurring a tax charge. The AA may change from tax year to tax year, up to date figures are available on our website, www.ii.co.uk.
- 7.2.2 Individuals with an adjusted income of more than £150,000 for each tax year, and a threshold income of more than £110,000 will, subject to any changes as notified by the Government, be subject to a tapering reduction to their AA

7.3 Money purchase annual allowance (Money Purchase AA)

- 7.3.1 However, if you take flexible benefits, the money purchase AA is the maximum amount you can contribute to your SIPP and to all other money purchase pension schemes without incurring a tax charge. The MPAA may change from tax year to tax year: up to date figures are available on our website, www.ii.co.uk. You can save any difference between the money purchase AA and the remainder of the overall AA to defined benefit schemes. If this is relevant to you, you may wish to seek advice before doing so.
- 7.3.2 The money purchase AA is triggered if any of the following events occur:
- you take pension income from a flexi-access drawdown fund (including income paid from a short-term annuity);
 - you convert your capped drawdown fund to a flexi-access drawdown fund and, you then take pension income from that fund;
 - you draw more pension income from your capped drawdown fund than the maximum income limit;

- a valid declaration was accepted before 6 April 2015 that you met the flexible drawdown conditions;
- you take an UFPLS; or
- you receive a payment from an annuity which allows, or could be varied to allow, income to decrease.

- 7.3.3 Payment of a PCLS alone from a flexi-access drawdown fund, without any payment of pension income, will not trigger the money purchase AA.

7.4 Tax relief

- 7.4.1 You will not qualify for tax relief on any contributions paid after you have reached age 75, or on any contributions paid above the higher of 100% of your relevant UK earnings or £3,600 gross, but subject to the AA or money purchase AA as appropriate.
- 7.4.2 We will assume, unless you notify us to the contrary, all contributions paid by you are eligible for tax relief, and it is your responsibility to let us know if this is incorrect. At our discretion we may accept contributions that do not qualify for tax relief.
- 7.4.3 We will apply to HM Revenue and Customs (HMRC) each month for the basic rate tax relief due on all net contributions paid, (this excludes any employer contributions which are paid gross). We will only apply the tax relief to your SIPP once we have received it from HMRC. It usually takes six to eleven weeks for a tax relief claim to be paid, (although HMRC sometimes audit claims, which might result in a delay). If you are a higher or additional rate tax payer, you may be able to claim additional tax relief through a self-assessment tax return, or directly from HMRC.
- 7.4.4 Your first pension input period (PIP) for AA purposes under your SIPP will start on the establishment date of your SIPP and will end on the following 5 April. Subsequent PIPs will then mirror future tax years, running from 6 April to 5 April.
- 7.4.5 It is your responsibility to monitor your contributions and ensure that, across all money purchase schemes to which you make contributions, you do not exceed your relevant AA or money purchase AA.
- ### 7.6 Carry forward and the AA charge
- 7.6.1 If you trigger the money purchase AA, you cannot carry forward any unused AA in respect of money purchase pension schemes from previous tax years. However, you may be able to carry forward any unused AA to defined benefit schemes. If you exceed the money purchase AA, you will be liable to pay the AA charge on the excess.
- 7.6.2 If you do not trigger the money purchase AA and you exceed the AA, you may be able to carry forward any unused AA from the previous three tax years. Carry forward is subject to a maximum of the AA for each tax year, and the amount you can carry forward is reduced by the AA you have used during those tax years. If you use carry forward, the full amount contributed by you must be within your relevant UK earnings for the tax year in which the payment is made.
- 7.6.3 Any AA which is carried forward cannot be used to increase the money purchase AA.

- 7.6.4 If you do not trigger the money purchase AA and you pay contributions above the AA and are not able to carry forward any unused AA from the previous three tax years, we will not be able to refund the excess contributions, unless the contributions exceed your relevant UK earnings for the tax year. If your contributions exceed your relevant UK earnings for the tax year, we will refund the excess tax relief claimed to HMRC and the excess net contribution to you or, if lower, the fund value attributable to it. You will be liable to an AA charge on any amount in excess of your AA plus available carry forward, which cannot be refunded, or is not refunded. The AA charge is not fixed but depends on your taxable earnings and pension savings in excess of the AA. This needs to be declared and paid by submitting a self-assessment tax return to HMRC. You are responsible for this, as you may have multiple pension arrangements.

8 Transfers

8.1 Transfers to our SIPP

- 8.1.1 You can transfer other pension plan funds to the SIPP with our consent. If you have a financial adviser, you should consult your adviser before deciding to make a transfer. We can only accept a transfer from a defined benefit scheme, or a pension scheme or policy which contains a GAR or other safeguarded benefits, valued at £30,000 or more (or a sum as required by regulation) if you have taken advice from a properly authorised pensions transfer financial adviser in respect of the transfer, and they have recommended that the transfer proceeds.
- 8.1.2 On receipt of a completed declaration requesting a transfer, we will make contact with the transferring scheme to arrange payment.
- 8.1.3 Transfers must be from a registered pension scheme or a recognised overseas pension scheme (ROPS), and will be administered as follows:
- Cash transfers: We will notify you on receipt of the monies from the transferring scheme. All cash transfer payments will be received initially into the Trustee's Bank Account, and will then be paid to your SIPP Investment Account and become available for you to invest; and
 - In specie transfers (where the transferring scheme allows this): we will liaise with the transferring scheme to arrange the transfer and we will confirm to you once it is complete. You may need to provide further information to assist with the transfer, and any transfer is subject to the asset being available to be held and traded by us, in accordance with the SIPP Investment Terms of Service. You should bear in mind that an in specie transfer will take longer to complete than a cash transfer and that once assets are in transit they cannot be traded until they arrive in your SIPP Investment account. This can mean that you may be unable to sell when you would otherwise wish to do so.
- 8.1.4 We accept eligible transfers of a flexi-access drawdown fund, a capped drawdown fund, a dependant's flexi-access drawdown fund, a nominee's flexi-access drawdown fund and a successor's flexi-access drawdown fund.

8.2 Transfers from our SIPP

- 8.2.1 You can transfer all or part of your SIPP to another registered pension scheme or a qualifying recognised overseas pension scheme (QROPS) if sufficient due diligence can be carried out to our satisfaction and in accordance with HMRC requirements. At our discretion, in certain circumstances, we can refuse to make a transfer.
- 8.2.2 Transfers can be paid in cash or by a transfer of assets in specie where accepted by the receiving scheme. All in specie assets must be transferred before we transfer any cash element.
- 8.2.3 Where a cash transfer applies, monies will be paid into the Scheme Practitioner's Bank Account before being paid to your new scheme provider.
- 8.2.4 If you are only transferring part of your SIPP, then unless the transfer is to be made fully in cash you must notify us of which specific assets you wish to transfer and sell any non-transferring assets before the transfer can be completed. .
- 8.2.5 If you want to transfer part of your SIPP from which you are taking drawdown pension, that part must be transferred in full to another pension scheme that can provide you with drawdown pension.

9 Investments

9.1 Responsibility for investment decisions

- 9.1.1 You are responsible for selecting the investments in your SIPP from the range of eligible investments available from us and as set out on our website.
- 9.1.2 You take full responsibility for the suitability and appropriateness of the investment decisions that you make and for the ongoing management of those investments.
- 9.1.3 Our investment service is provided on an 'execution-only' basis and no personal or financial advice is provided. The SIPP Investment Terms of Service govern the provision of this service.

9.2 Buying and selling investments

- 9.2.1 Purchases and sales will be carried out in accordance with the SIPP Investment Terms of Service available on our website.
- 9.2.2 Only eligible investments available made via our investment service may be accepted in this SIPP. For the avoidance of doubt, non-standard investments and property are not eligible to be held in this SIPP.
- 9.2.3 You agree not to acquire any security, fund or derivative which cannot be realised for cash within a two year period or be freely transferred to another eligible investor for that security, fund or derivative. You further agree not to acquire any security, fund or derivative which would result in the holding of taxable property as defined in Schedule 29A of the Finance Act 2004. You may only complete the purchase or sale of investments at market value in accordance with Section 272 of the Taxation of Chargeable Gains Act 1992 and may not enter into direct arrangements with any connected party, market maker or investment issuer.

9.3 Voting rights

9.3.1 We, as Operator, will not ordinarily exercise voting rights but may, at our discretion, exercise voting rights on receipt of instructions from you, as set out in the SIPP Investment Terms of Service.

9.4 Disinvestment

9.4.1 You are responsible for making sure that sufficient cash is available in your SIPP Investment Account to meet benefits payments. If you do not have enough cash in your SIPP Investment Account to meet any payments due to you (such as drawdown pension payments), the payment of funds to you will not occur. We may disinvest assets to meet any other outstanding payments such as fees or charges.

10 Taking benefits

10.1 Minimum age

10.1.1 If you wish to receive benefits from your SIPP, you must have reached age 55, or any minimum age as subsequently notified by the Government. Age 55 is currently the earliest age when you can take pension benefits, except in cases of ill-health, serious ill-health, or if you have the right to a protected early retirement age. This minimum age typically precedes by ten years the state pension age which is set to rise in the future.

10.2 Ill-health

10.2.1 To qualify for an ill-health pension, we must receive evidence from a registered medical practitioner confirming that you are (and will continue to be) incapable of carrying on your occupation because of physical or mental impairment, and that you have, in fact, stopped carrying on your occupation.

10.3 Serious ill-health

10.3.1 If you are in serious ill-health, and we have received evidence from a registered medical practitioner confirming that you are expected to live for less than a year, you may be able to exchange all of your uncrystallised SIPP funds for a serious ill-health lump sum. To qualify for this, you must not have exceeded the lifetime allowance (LTA).

10.3.2 If you have taken drawdown pension from any part of your SIPP, you will usually lose the option to receive a serious ill-health lump sum from that part of your SIPP.

10.4 Your retirement age and your benefit options

10.4.1 We will usually contact you six months before your chosen retirement age (as you show in your SIPP application) with details of the benefits available to you. You can amend your retirement age at any time by confirming this to us in writing by email or post or via your SIPP Investment Account. Such notification will only apply once received and acknowledged by us.

10.4.2 Currently legislation specifies that you will be able to choose one or more of the following options:

- taking a PCLS;
- designating some or all of your fund to provide drawdown pension;
- taking an UFPLS; and/or
- buying an annuity or a short-term annuity.

10.4.3 You will need to let us know what proportion of your SIPP assets you wish to use for these options.

10.4.4 If you reach age 75 and have not taken any benefits, we will automatically test the value of your SIPP assets against the LTA at age 75.

10.5 Valuation of assets

10.5.1 Valuations of all assets in your SIPP will be carried out in accordance with the requirements of relevant legislation and regulation in order to calculate your benefit entitlements.

10.5.2 Unless you have received enhanced protection (or such other form of protection from the LTA charge as may be specified from time to time by HMRC), once we have the current value of your SIPP, we will test it against your LTA on the date you instruct us to use, before paying your benefits. Where the LTA is exceeded, we will deduct the LTA charge from your SIPP funds and pay it to HMRC.

10.6 Pension commencement lump sum

10.6.1 When you designate new funds into drawdown pension or purchase an annuity, you can take a cash lump sum known as a pension commencement lump sum (PCLS). The amount is currently up to 25% of the value of the funds you have designated for payment of the drawdown pension, or which are used to purchase the annuity. At present, this lump sum is paid tax-free.

10.6.2 Please note that currently, if you take less than the maximum amount allowed as a PCLS, you cannot take a further lump sum at a later date to bring you up to the maximum PCLS. Therefore, if you want to take the maximum PCLS you will have to do so in a single payment.

10.6.3 The percentage you can take may be different to 25% if you are entitled to a protected lump sum amount and is also subject to you having sufficient available LTA.

10.6.4 You will not be able to take a PCLS from a flexi-access drawdown fund or a capped drawdown fund, which has been transferred-in to your SIPP.

10.6.5 If you choose to take a PCLS, we will pay this directly to the personal UK bank account in your name, associated with your SIPP Investment Account. Investments can be paid in-specie as PCLS in some cases, and an additional fee, as detailed on our website, may be applicable in these cases.

10.7 Drawdown pension Flexi-access drawdown

10.7.1 If you designate funds into drawdown for the first time the funds will be designated into a flexi-access drawdown fund. There is no limit on the amount that you can draw each year, and you can take payments as one or more lump sums, or as regular income payments. Any payment will be taxable as pension income and will trigger the money purchase AA.

10.7.2 You can choose to designate new funds into a flexi-access drawdown fund in stages, although this may be subject to a minimum amount in each stage, as set out on our website.

10.8 Capped drawdown

- 10.8.1 If you were receiving capped drawdown pension before 6 April 2015, you can choose to either continue receiving capped drawdown pension and remain subject to the maximum income limit or convert your capped drawdown fund into a flexi-access drawdown fund.
- 10.8.2 You can convert to a flexi-access drawdown fund by notifying us to request this conversion.
- 10.8.3 If you notify us to request conversion, the conversion to a flexi-access drawdown fund will start from the date we process your notification. If you draw more pension than the maximum income limit, your capped drawdown fund will convert automatically to a flexi-access drawdown fund.
- 10.8.4 If you continue receiving capped drawdown pension, and simultaneously commence a new flexi-access drawdown fund, any payment from the flexi-access drawdown fund will automatically trigger the money purchase AA.

10.9 Capped drawdown conditions

- 10.9.1 If you choose to continue receiving capped drawdown pension, we will notify you of the maximum annual amount that we can pay.
- 10.9.2 Your capped drawdown pension payments are currently required to be reviewed every three years, and the maximum income limit is recalculated. On your request, we can review your maximum income limit on any earlier anniversary of your pension review date. From age 75, capped drawdown pension payments are reviewed and recalculated annually. Any review could result in an increase or a decrease in your ongoing maximum income limit.
- 10.9.3 You can choose any day in the 60 days before your pension review date to use as the valuation day for your SIPP. If you do not select a day, we will calculate your revised maximum income limit based on the value of your SIPP on your pension review date if a valuation is available.
- 10.9.4 You can choose to designate new funds into a capped drawdown fund in stages, although this may be subject to a minimum amount in each stage, as set out on our website.
- 10.9.5 If you already have existing phased crystallisation held under different arrangements and are taking capped drawdown pension, you may choose which arrangements to take your capped drawdown pension from. We can either continue to proportion the capped drawdown pension payments across the arrangements being used, or we can take them from one arrangement in stages. This is subject to the maximum income limit not being exceeded in either case.
- 10.9.6 If you commence taking phased crystallisation, you will usually only have one arrangement from which to take capped drawdown pension payments.

10.10 Payment of drawdown pension

- 10.10.1 You can choose to have your drawdown pension paid monthly, quarterly, half-yearly, yearly, or on an ad hoc basis.

10.10.2 We will pay all regular drawdown pension payments, net of income tax, by BACS on the 15th or the 28th day of the month in sterling. You must confirm to us which of these dates you would like to be paid on. Ad hoc drawdown pension payments can be paid on any business day.

10.10.3 Payment of all regular and ad hoc drawdown pension payments is subject to the following conditions:

- a we must have received the correctly completed instruction from you sufficiently in advance of the required payment; and
- b you must ensure that there is sufficient cash funds available in your SIPP Investment Account to pay your drawdown pension payment and any PCLS (including any tax due to HMRC) before the payment date. If there are insufficient funds to make an individual payment on time, that drawdown pension payment will not be made.

10.10.4 We will account for the income tax and submit this to HMRC. We can only calculate your tax liability based on the tax code we receive from HMRC, even if this is different from the tax code you have received personally. If we do not have a current tax code, we will use the emergency tax code issued by HMRC at that time. We will not be liable for any loss incurred to your SIPP due to the incorrect tax code being issued to us.

10.10.5 Payments can only be made to your personal UK bank account in your name associated your SIPP Investment Account. We will not make any payments to overseas bank accounts.

10.10.6 You will receive a payslip confirming details of each drawdown pension payment paid to you, and the tax deducted. After the end of the tax year you will receive a P60 form, which should be retained safely, as you may need to include the information on your self-assessment tax return.

10.11 Payment changes

10.11.1 You may change your regular drawdown pension payment amount, or stop or restart receiving drawdown pension, by confirming this to us at least six business days before the payment date. If you notify any changes less than six business days before the payment date, we reserve the right to only apply the change from the next available payment date.

10.12 Pre-6 April 2015 flexible drawdown

10.12.1 If you were receiving flexible drawdown before 6 April 2015, your flexible drawdown fund will have converted automatically to a flexi-access drawdown fund on 6 April 2015 and the money purchase AA will apply to you. Any additional monies that you designate into drawdown will go into the converted fund.

10.13 Dependants' drawdown pension

10.13.1 Dependants who were receiving capped drawdown pension before 6 April 2015 will have the same options as members for continuing in capped drawdown pension, or for converting their capped drawdown fund to a flexi-access drawdown fund. However, payment from a dependant's flexi-access drawdown fund will not, of itself, trigger the money purchase AA. This will only apply if the dependant has also received an

UFPLS in relation to his/her own pension savings or is receiving his/her own member's flexi-access drawdown pension.

10.14 Uncrystallised funds pension lump sum (UFPLS)

- 10.14.1 You can choose to access some or all of the funds in your SIPP, which are not being designated for drawdown pension or the purchase of an annuity, by taking an UFPLS. Usually 25% of the UFPLS will be tax-free, with the remainder taxable as pension income.
- 10.14.2 Payment can only be made from uncrystallised funds, and you must have sufficient LTA available to cover the amount of the UFPLS being taken. There may be a minimum amount that you are able to crystallise, as set out on our website, and you can take a single or series of UFPLS in this way. Payment will trigger the money purchase AA, and we will test the value of your benefits against the LTA each time that you want to take an UFPLS.
- 10.14.3 You cannot take an UFPLS if you have primary protection, or if you have enhanced protection and a protected PCLS, or if you have an enhanced LTA for other reasons (for example, an overseas transfers-in). Also, you cannot have an UFPLS from disqualifying pension credits, which are funds that you may have been awarded on divorce arising from a pension in payment to your ex-spouse. Payment of an UFPLS can be made on any business day in sterling to a personal UK bank account in your name. We will only pay an UFPLS if we have received the correctly completed instruction from you, and if there are sufficient cleared cash funds available in your SIPP Investment Account.
- 10.14.4 The taxed element will be paid net of income tax calculated on the current tax code that we receive from HMRC, even if this is different from the tax code you have received personally. We will not be liable for any loss incurred to your SIPP, due to the incorrect tax code being issued to us. If we do not have a current tax code, we will use the emergency tax code issued by HMRC at that time.
- 10.14.5 If you have overpaid tax, you will need to reclaim this yourself from HMRC by following their current procedure.

10.15 Buying an annuity

- 10.15.1 If you wish to purchase an annuity or a short-term annuity, you must confirm to us whether you want to use the whole, or only part, of your SIPP and which provider you have selected on the open market. We will then process this request. If you are using only part of your SIPP, you must make appropriate disinvestments. If you are currently receiving drawdown pension payments, you must confirm when you would like us to make the last payment.

11 Death benefits

11.1 Payment of death benefits

- 11.1.1 On your death, the value of your SIPP may be paid out as a lump sum or used to provide a flexi-access drawdown pension, or to buy an annuity for your spouse, dependants, nominees or other beneficiaries such as a registered charity.

- 11.1.2 When you open your SIPP, we ask you to provide 'expression of wishes' details, nominating the beneficiaries you would like your benefits to be paid to on your death. We will take this into account when deciding to whom your benefits should be paid, but your nominations are not binding on us. The payment will be made at our discretion and in line with the Trust Deed and Rules, and your beneficiaries will be written to in advance giving details of the options available to them.

11.2 Death before age 75

- 11.2.1 On your death before age 75, any unused funds that have been designated to drawdown pension, and/or any uncrystallised funds, can be paid to a range of beneficiaries nominated by you before your death (or in the case of a Junior SIPP described in clause 4.3, the child under the age of 18). This payment can be either as a lump sum, or sums, or as flexi-access drawdown pension through a nominee's flexi-access drawdown fund, or a dependant's flexi-access drawdown fund.
- 11.2.2 Both lump sums and flexi-access drawdown pension will usually be paid tax-free. However, this is subject to you having sufficient LTA available in respect of any uncrystallised funds.
- 11.2.3 Funds must be designated into a nominee's flexi-access drawdown fund or a dependant's flexi-access drawdown fund of a new SIPP account within two years of the date of your death, in order for the pension to be paid tax-free. If the designation is not made within two years, the pension will be taxable at the recipient's marginal tax rate.
- 11.2.4 Lump sums must be paid out within two years of the date we receive notification of your death, in order to be paid tax-free. The tax rates may change from tax year to tax year: up to date figures are available on our website, www.ii.co.uk.

11.3 Death at or after age 75

- 11.3.1 On your death at or after age 75, any unused funds that have been designated to drawdown pension, and/or any uncrystallised funds, can also be paid as a lump sum, or sums, or as flexi-access drawdown pension to your beneficiaries, but tax will be chargeable. The tax rates may change from tax year to tax year: up to date figures are available on our website, www.ii.co.uk.
- 11.3.2 If funds are taken as pension through a nominee's flexi-access drawdown fund or a dependant's flexi-access drawdown fund, tax will be payable at the recipient's marginal tax rate.

11.4 Beneficiaries

- 11.4.1 Beneficiaries cannot receive an UFPLS on the death of a member from the member's pension fund. If a beneficiary dies leaving unused flexi-access drawdown funds, he/she can pass those funds to a successor either to provide a flexi-access drawdown pension through a successor's flexi-access drawdown fund, or to be paid as a lump sum death benefit. The tax treatment of a successor's flexi-access drawdown pension and lump sum is the same as described above.

11.5 LTA Charge

- 11.5.1 If the funds in your SIPP exceed the LTA, an LTA charge will be deducted from your SIPP and paid to HMRC before any benefits are paid.

11.6 Disinvestment

- 11.6.1 It may be possible in certain circumstances, and where allowed by us, for benefits to be settled in specie, rather than being disinvested.

12 Payment of Fees

- 12.1 You agree to pay annual fees relating to the provision of the Scheme which are detailed in the Rates and Charges on our website www.ii.co.uk, which also confirms details of how fees are collected (please note that different fees may be payable in respect of a Junior SIPP). You authorise us to deduct SIPP fees and any other amounts due from your SIPP investment account.
- 12.2 If there is insufficient cash to meet the fees, you must either pay in extra cash (as a contribution), or sell assets to meet the shortfall. If the sale of assets does not realise enough cash to cover the amount due, you will be liable personally for the shortfall.
- 12.3 Please note that separate fees are payable for the provision of the SIPP Investment account. Details of these fees can also be found in the Rates and Charges section on our website: www.ii.co.uk.
- 12.4 We reserve the right to vary our fees for any of the reasons set out in section 19 of these SIPP Operator Terms and Conditions.

13 Administration

13.1 Giving instructions

- 13.1.1 All instructions regarding your SIPP will be given to us as set out in our SIPP Investment Terms of Service. We reserve the right to accept telephone instructions but may require you to confirm your instructions by email or in writing before acting on those instructions.
- 13.1.2 If any instructions relating to the administration or operation of the SIPP are unclear, we will request clarification before proceeding. We will not be responsible for any losses caused by the result of delays arising, as a result of seeking such clarification.

13.2 Communications from us

- 13.2.1 Any instruction, notice or communication that we give to you under these SIPP Operator Terms and Conditions will be in writing sent by email, via your SIPP Investment Account, or post to your last known address. Email and online will be used in priority to post. If a communication is sent by email before 5pm on a business day, it will be deemed to be served on that day. Otherwise, a communication sent by email will be deemed to be served on the next business day after it is sent. If a communication is posted, it will be deemed to be served after two business days of posting.
- 13.2.2 Any verbal information given to you by us cannot be relied upon, and will be confirmed in writing either by email, online or post. Any communication which we provide to you is provided solely for your own use and is not intended to be relied upon by any third parties.

13.3 Disclosure of personal information

- 13.3.1 You can notify us if you require us to release your personal information to another party. Please note that where you provide authority to provide information to other parties, it is your responsibility to update us when you no longer wish us to liaise with such parties.

13.4 Annual benefit statement and pension illustrations

- 13.4.1 We will provide an annual statement of your SIPP, together with a statutory money purchase illustration of any funds that are not yet being used to provide you with benefits. This will usually be produced as at 5 April.
- 13.4.2 If you are taking drawdown pension, the annual statement will also include an annual statutory drawdown pension illustration for that part of your SIPP that is used to provide the drawdown pension.

13.5 Membership changes and reporting requirements

- 13.5.1 You must notify us immediately of any changes concerning your SIPP membership, including payment of contributions which do not attract tax relief, changes relating to your personal details, in particular, your address, email address, or other contact details, or if you cease to be a UK resident.
- 13.5.2 You must comply with relevant legislation and regulations which requires you to notify us of changes to your overall pension arrangements, including if you do any of the following under another registered pension scheme:
- you take more than the maximum income limit from a capped drawdown fund; and/or
 - you take drawdown pension from a flexi-access drawdown fund; and/or
 - you take an UFPLS.
- 13.5.3 We must receive notification of the relevant event within 91 days of the date that you take flexible benefits, or within 91 days of the date that you receive a statement from the scheme administrator of the other registered pension scheme confirming that the event has happened.
- 13.5.4 You must also notify all other registered pension schemes of which you are a member, if you take flexible benefits from your SIPP. The same timescales apply.

14 Banking and custody arrangements

14.1 Client accounts

- 14.1.1 We have client accounts which are used collectively for all scheme members. There are different client accounts for different types of payment.

14.2 Cash transfers from other pensions

- 14.2.1 All cash transfers from other pension providers will, for the purpose of completing the transfer, be held in the Trustee's Bank Accounts, segregated from cash belonging to them. For transfers into your SIPP, the funds are then paid to your SIPP Investment Account where it is available for you to invest and is held as described under the SIPP Investment Terms of Service.

14.3 Cash Contributions

- 14.3.1 Cash contributions into your SIPP are held initially by the Trustee in the Trustee's Bank Account which pools your contributions with those of other members. This cash is not client money but is held on trust in accordance with the Trust Deed and Rules. Cash is held in this account until it is allocated to your

SIPP Investment Account. Once allocated to your SIPP Investment Account, this cash will be held as client money in a pooled client money account and segregated from cash belonging to us, as described in the SIPP Investment Terms of Service.

14.4 Cash held by the Scheme Practitioner

14.4.1 Cash may, in some circumstances, be held for short periods by the Scheme Practitioner's designated client money Bank Account such as for the purpose of making income payment to you, when received from HMRC in respect of tax relief due to you, or for other sundry purposes. These funds are held in the Scheme Practitioner's designated client money Bank Accounts, segregated from cash belonging to them.

14.4.2 Both we, the Trustee, and the Scheme Practitioner reserve the right to change our chosen banks or our banking arrangements at any time.

14.5 Custody of investments

14.5.1 Investments will be held in the name of the Trustee, or such other custodian or nominee company that we may choose from time to time, as set out in the SIPP Investment Terms of Service. Assets will be designated in the name of the Trustee of the SIPP.

15 Liability

Please note that the liability provision below only applies to the operation of the Scheme. The SIPP Investment Terms of Service which govern the services relating to managing the investments in your SIPP (including safe custody of those assets, dealing and investment administration services) contain different provisions on liability.

15.1 Neither we (acting as Operator) nor the Trustee shall be liable to you for any losses, costs, damages, liabilities, expenses, claims, default or delay arising to your SIPP and its underlying investments, unless this is caused by our negligence, wilful default, fraud or breach of these SIPP Operator Terms and Conditions. For the avoidance of doubt, neither we nor the Trustee shall be liable for losses arising from any of the following:

- you providing us with insufficient or inaccurate data or information, or delays on your part;
- any acts or omissions by us or the Scheme Practitioner's Bank Account;
- a failure to perform, or delay in performing, our obligations under these SIPP Operator Terms and Conditions if the failure or delay results from war, riot, terrorism, fire, flood or other natural disaster, strikes or industrial action, cyber-attack on our computer systems, failure of our computer equipment or systems, or any other cause beyond our reasonable control;
- any unauthorised payment made, or tax charge incurred, in respect of your SIPP;
- any loss on the investments in your SIPP or SIPP Investment Account and/or any resulting consequential loss to you, (for example, the loss of the opportunity to invest in another investment);
- the acts or omissions of any third party you may use to assist you in making investments; or
- any act or failure to act by you, which is prohibited by legislation and regulation, and which requires us to take corrective action.

15.2 We may recover, from the funds in your SIPP or SIPP Investment Account, any fees and charges and any claims, costs, expenses or losses that may be made, or arise in respect of:

- your investment decisions, or any loss on the investments in your SIPP;
- any tax charge, whether as a result of an unauthorised payment or otherwise;
- us having to take, or defend, legal proceedings relating to your SIPP; and
- us having to take corrective action following an act or failure to act by you, which is prohibited by legislation and regulation.

15.3 If any such amounts are not recoverable from the funds in your SIPP Investment Account, we will take all steps that we consider reasonable, to recover the shortfall from you personally. You agree to indemnify us and the Trustee in respect of such amounts.

15.4 For the avoidance of doubt, we do not exclude our liability where we are prohibited from doing so by legislation and regulation, including liability for death or personal injury caused by our negligence, or any other liability which cannot be excluded by law.

16 Termination of your SIPP

16.1 Your SIPP will terminate immediately on the occurrence of any of the following events:

- a payment of an UFPLS in respect of all of your SIPP;
- settlement of all benefits on death;
- a payment of a transfer value in respect of all of your SIPP to another registered pension scheme or to a QROPS;
- a purchase of an annuity in respect of all of your SIPP;
- the cancellation of your SIPP within the first 30 day cancellation period;
- if there are no assets held in your SIPP for a period of at least 30 days, we will have the right to close your SIPP; or
- on the winding-up of the Scheme, in accordance with the Trust Deed and Rules.

16.2 All outstanding fees must be settled before your SIPP can be closed.

16.3 On giving you 30 days' written notice, we also have the right to stop providing services to you, and to take action to close your SIPP where you breach any of the provisions specified in these SIPP Operator Terms and Conditions. Fees incurred in taking this action will be payable by you.

17 Closure of the Scheme

17.1 On giving you 30 days' written notice (or otherwise as soon as we reasonably can), we may inform you that no new members will be admitted to the Scheme and/or contributions by existing Scheme members will no longer be accepted. Any such decision may be made for valid reasons including, but not limited to, any of the following:

- we stop being authorised by the FCA;
- the Scheme ceases to be a registered pension scheme;

- we or the Trustee determine(s) that it is necessary for the protection of the members; or
- our business is sold or wound up.

17.2 If the Scheme closes, we will notify you of your rights and options. Where it is necessary to transfer your SIPP to an alternative registered pension scheme, your consent will not be required, although you will be given an option to make a transfer to a registered pension scheme of your own choosing, within a specified timeframe.

18 Data Protection

18.1 You acknowledge that we may process information (including personal data) about you, obtained from you and/or other sources such as credit reference agencies, and share this information with the SIPP Scheme Practitioner during the course of our relationship with you. This data will be processed for the purposes of providing the Services to you and to allow us to carry out our business, as explained in our Privacy Policy and Cookies Policy which are available on the Website and which may be updated from time to time.

From time to time, we will share your personal data with our advisers and service providers so that they can help us carry out our duties, obligations and discretions in relation to the Scheme.

19 Changes to the SIPP Operator Terms and Conditions

19.1 We can change, amend, supplement or delete any part of these SIPP Operator Terms and Conditions and, in particular but without limitation, we can:

amend, suspend and/or terminate any or all of the Scheme and/or change the hours and time of operation of any of the Scheme at any time when we have a valid reason to do so. Valid reasons may include but are not limited to one or more of the following:

(i) in the case of interest:

- A) to take account of the introduction of new rates of interest or changes to interest rates which other organisations pay to clients;
- B) where necessary to attract and/or retain investors in the SIPP of the same type as your SIPP;
- C) to reflect actual or expected changes in the Bank of England repo rate, commonly referred to as the Bank of England base rate (or the rate of any central bank or monetary authority which supersedes the Bank of England), or in other money market interest rates; or
- D) to preserve the margins between interest paid by us, or by the providers of funds to us, and interest charged by us;

(ii) in the case of charges:

- A) to reflect changes in the costs or administrative overheads we incur or reasonably expect to incur, and/or to take into account inflation; or
- B) to reflect changes in financial strength; and

(iii) in the case of interest, charges and general terms:

- A) to reflect changes in market conditions;
- B) to reflect changes, or anticipated changes, to the law, or interpretation of the law, codes of practice or the way that we are regulated;
- C) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the FCA or any other regulator;
- D) to reflect changes in technology, or to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- E) to correct mistakes; or
- F) to make these Terms easier for you to understand or fairer to you.

and/or

19.2 introduce new or different interest rates or make new or different charges to those set out from time to time on the Rates and Charges where there is a valid reason for doing so. Valid reasons may include but are not limited to those set out in 19.1.1 above.

19.3 We will give you notice of any change made above and the reason for that change. We will give that notice by any one or more of the following methods:

- (i) writing to you;
- (ii) emailing you;
- (iii) posting a message on our Website;
- (iv) posting a message within the secure area of your online Account; or
- (v) placing an advertisement in a national newspaper.

19.4 In the case of any change made above, we will give you at least 30 days' prior notice in advance of any material variation to the terms provided that changes made to reflect a change of law or regulation or make these terms easier for you to understand or fairer to you may, if necessary, take effect immediately. Upon receipt of any such notice you may within 30 days of receipt of that notice either close (if you elect and are eligible to do so) or transfer your SIPP to another provider without penalty or loss of credit interest where we agree that the change is to your significant detriment, but you must repay any interest, charges or other indebtedness outstanding on your SIPP. If you do nothing, you will be deemed to have accepted any change of which you have been notified by us.

20 General terms

20.1 The Trust Deed and Rules are written under English law. These SIPP Operator Terms and Conditions are therefore governed by English law and are subject to the exclusive jurisdiction of the English courts.

20.2 Only we, the Trustee, you, or your personal legal representative, can enforce these SIPP Operator Terms and Conditions. The rights of any other person under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these SIPP Operator Terms and Conditions are excluded. Failure by us, the Trustee or you to exercise or enforce any rights available under these SIPP Operator Terms and Conditions shall not amount to a waiver of those rights.

- 20.3 Each provision of these SIPP Operator Terms and Conditions constitutes a separate and independent provision. If any provision of these SIPP Operator Terms and Conditions is judged by any court or empowered authority to be void or unenforceable, the remaining provisions shall continue in full force and effect.
- 20.4 Any taxation information contained in these SIPP Operator Terms and Conditions is based on our interpretation of current legislation and HMRC practice, which may change in future.

20.5 Appointment and removal of the Trustee

- 20.5.1 The appointment and/or removal of the Trustee can take place in accordance with the Trust Deed and Rules.
- In the event that we appoint by deed another corporate trustee as sole trustee in replacement of Investor SIPP Trustee Ltd or appoints one or more new Trustees either in addition to or as replacements for any existing Trustees, but provided that in all cases there is either a sole corporate Trustee or at least two Trustees;
 - any assets and/or money you hold in your SIPP can be transferred to the new Trustees provided that we exercise all due skill, care and diligence in assessing whether the new Trustees will apply adequate measures to protect any assets and money transferred; and
 - we will notify you no later than seven days after such events take place and will provide you with details as to the treatment and protection of your money and assets as a result.

21 Financial Services Compensation Scheme (FSCS)

- 21.1 Cash and stock held by the Trustee or Scheme Practitioner in the SIPP is covered by the Financial Services Compensation Scheme (FSCS). Please note that different FSCS cover applies to investments held in your SIPP – please see the SIPP Investment Terms and Conditions for more details on this.
- 21.2 Any contributions and transfers paid to your SIPP are held briefly in the Investor SIPP Trustee Ltd bank account with NatWest, part of the Royal Bank of Scotland Group where they are pooled with those of other clients before being moved automatically to your SIPP investment account. Cash held in our client money accounts and Trustee client accounts are covered by the FSCS deposit protection scheme up to a value of £85,000.
- 21.3 For details on how cash and assets are protected by the FSCS once they are held in your SIPP Investment Account please refer to the SIPP Investment Terms of Service or to our website for further details.
- 21.4 The level of compensation may be subject to change from time to time. You should note that the eligibility of each claim will be assessed on a case-by-case basis.

22 Complaints

- 22.1 We strive to provide you with an efficient, effective, service. If you feel that we have failed do so, please let us know so we can put things right as quickly as possible.
- 22.2 If you have a complaint about the operation of your SIPP scheme, you should contact us using the contact details provided and set out on our website. We will investigate your complaint and respond to you.
- 22.3 Your complaints can, if not resolved to your satisfaction, be referred to the Financial Ombudsman Service (FOS) and we will provide details of how to do this.
- 22.4 Where your complaint concerns the administration of your SIPP scheme and you are not satisfied with our decision, or the way in which we have handled your complaint, you may refer this to the Pensions Ombudsman. In addition, the Single Financial Guidance Body (SFGGB) can assist you with how to complain and may be able to resolve matters without the need for the Pensions Ombudsman's involvement.
- 22.5 For details regarding complaints about the administration of your SIPP Investment Account please refer to the SIPP Investment Account Term of Service.

23 Contact details

- 23.1 All contact should be made to us.:
- Address:** Interactive Investor Services Limited
Exchange Court
Duncombe Street
Leeds
LS1 4AX
- Website:** www.ii.co.uk
- Email:** interactivehelp@ii.co.uk or send a message via your account 'secure message' facility.
- Helpline:** 0345 607 6001

24 Glossary

Please note that the information contained in this document is based on our interpretation of current legislation and HM Revenue & Customs (HMRC) practice, which may change in the future.

6 April 2006 (“A-Day”)	The date that the pensions tax simplification regime came into force.
Adjusted income	An annual monetary amount that determines whether an individual will be subject to a tapering of their AA for a particular tax year. Broadly, the amount is calculated by adding the individual’s total income from all sources to their pension contributions during a tax year. (See also Threshold income.)
Annual allowance (AA) (see also Money purchase annual allowance)	<p>The maximum amount that you can pay to all your registered pension schemes in a pension input period (PIP) and gain tax relief. If the AA is exceeded, you may have to pay HMRC a tax charge on the excess (the AA charge). The AA is £40,000 for the tax year 2019/20 and from then on until the Government notifies otherwise. However, if you trigger the money purchase AA, the amount you can contribute to money purchase pension schemes each tax year is restricted to £4,000 (gross) for the tax year 2019/20 and from then on until the Government notifies otherwise. You can contribute the remaining £36,000 of the AA to defined benefit schemes.</p> <p>The AA was be reduced for individuals with adjusted income of more than £150,000 for the tax year 2016/17 and from then on until the Government notified otherwise. The AA will be reduced by £1 for every £2 of adjusted income that an individual has over £150,000, with a maximum reduction of £30,000. The value of pension contributions is taken into account when assessing whether an individual’s adjusted income exceeds £150,000, which means that an individual with threshold income of less than £150,000 (but subject to a minimum of £111,000) could be caught. Individuals with threshold income of £110,000 or less will not have their AA tapered.</p>
Annual allowance charge (AA charge)	If the overall AA or the money purchase AA is exceeded, you may have to pay HMRC a tax charge on the excess. This is calculated by the chargeable amount being added to your taxable income for the relevant tax year, and tax then being charged at your marginal rate.
Annuity	An annuity contract purchased from an annuity provider of your choice that provides you with an income for life in exchange for all or part of your SIPP funds and/or funds from other registered pension schemes. (See also short term annuity.)
Arm’s length	The condition or fact that the parties to a transaction are independent and on an equal footing, or act as they would if they were independent buyers and sellers with no shared interest. The concept of an arm’s length transaction is to ensure that both parties in the deal are acting in their own self-interest and are not subject to any pressure or duress from the other party.
Beneficiary / beneficiaries	As the member, you are the beneficiary of your SIPP until your death. After your death, the beneficiaries are the persons or entities who will receive benefits from your SIPP and/or other registered pension. Beneficiaries can include your dependants and persons or entities other than your dependants (including nominees and other beneficiaries) whom you nominate to receive benefits from your SIPP on your prior death.
Business day	Any day other than a Saturday, a Sunday or a day which is a public holiday in England.
Capped drawdown fund	An arrangement established before 6 April 2015 to pay income from a self-invested personal pension scheme (SIPP), which is subject to the maximum income limit.
Capped drawdown pension	Pension income paid from a capped drawdown fund.
Career average revalued earnings scheme (CARE scheme)	A type of defined benefit scheme offered by employers. Benefits at retirement are based on average earnings over the employee’s whole period of membership.
Carry forward	HMRC allows an individual to apply any unused AA from the previous three tax years by carrying it forward for use in the current tax year, provided they were a member of a registered pension scheme during those tax years. Carry forward is not available for money purchase pension schemes if you trigger the money purchase AA.

Client accounts	Common bank accounts with the Scheme Practitioner's Bank Account, which are used collectively for all scheme members. There are different client accounts for different types of payment, such as making contributions and transfer payments, buying and selling investments, making drawdown pension payments to members, collecting rental income and making payments to HMRC.
Client money account	A common bank account with the Scheme Practitioner's Bank Account, which is used collectively for all scheme members and in which cash is held as client money in accordance with FCA requirements.
Connected party/parties	<p>Connected parties are certain relatives, trustees, partners and companies.</p> <p>A person is connected to an individual if that person is the individual's spouse or civil partner, a relative of the individual, the spouse or civil partner of a relative of the individual, a relative of the individual's spouse or civil partner, or the spouse or civil partner of a relative of the individual's spouse or civil partner.</p> <p>Relative is defined as brother, sister, ancestor or lineal descendant. Relative does not cover all relationships, in particular nephews, nieces, uncles and aunts.</p> <p>A company is connected with another person if that person has control of the company or that person and persons connected with him/ her together have control of the company. In this context it means a person (and those connected with that person) being able to directly or indirectly control the affairs of a company. In practice, this is usually likely to mean the individual or persons connected with that individual holding more than 50% of the voting rights of a company, although the definition of control is wide ranging and can extend beyond this.</p> <p>A person is connected to any person he/she is in partnership with, and the spouse or civil partner of any person he/she is in partnership with, and a relative of any person he/she is in partnership with.</p> <p>Where a transaction takes place between your SIPP and a connected party, it must be made on arm's length terms.</p>
Crystallisation/crystallised	The act or process of accessing funds in your SIPP, the transfer of part or all of your SIPP funds to a qualifying recognised overseas pension scheme (QROPS), or on your death, at which point a test is made against the lifetime allowance (LTA).
Data	'Personal Data' as defined in the General Data Protection Regulation (GDPR).
Defined benefit scheme	An occupational pension scheme established by an employer for its employees' benefits based on a proportion of pensionable salary for each year of pensionable service. Pensionable salary can be salary at retirement (known as 'final salary'), or the employee's average earnings over the whole period of membership of the Scheme (a CARE scheme), or some other formula.
Dependant	<p>Under pension legislation, dependant essentially means the following:</p> <ul style="list-style-type: none"> a your spouse or registered civil partner; b any child of yours who is under 23, or who in our opinion is dependent on you because of physical or mental impairment; or c any other individual who in our opinion was financially dependent on you, or who had a relationship of mutual dependence with you, or who was dependent on you because of physical or mental impairment.
Dependant's flexi-access drawdown fund	A flexi-access drawdown fund established on the death of a member to enable the payment of pension to a dependant nominated by the member (or, where applicable, by us, as the Operator) before his/her death.
Drawdown pension	The crystallisation of funds in your SIPP enabling the payment of income directly from your SIPP. Drawdown pension can be either capped drawdown pension or flexi-access drawdown pension, as applicable.
Enhanced protection	A means of protecting pension rights built up before 6 April 2006 from the LTA charge when benefits are taken after 6 April 2006. It is no longer possible to register for enhanced protection. To maintain enhanced protection, individuals are not allowed to make any further contributions to, or accrue additional benefits within, registered pension schemes (other conditions apply).
Execution-only	A member who does not have a financial adviser, and makes all decisions relating to his/her SIPP himself/herself, does so on an execution-only basis.

Expression of Wishes	A notification by you to us as the Operator of who you would like any remaining assets in your SIPP to be paid to, on your death.
Financial Conduct Authority (FCA)	<p>The Financial Conduct Authority (formerly the Financial Services Authority or FSA), or any replacement regulatory authority or authorities, is an independent, non-governmental funded body given statutory powers by the Financial Services and Markets Act 2000 (as amended by the Financial Services Act 2012) to regulate financial services business in the UK.</p> <p>The FCA contact details are: 12 Endeavour Square London E20 1JN www.fca.org.uk consumer.queries@fca.org.uk 0800 111 6768</p>
Financial Ombudsman Service (FOS)	<p>An independent, levy-funded body that considers complaints about advice between financial firms, which cannot be resolved by the firms in the first instance. The FOS contact details are:</p> <p>The Financial Ombudsman Service Exchange Tower London E14 9SR www.financial-ombudsman.org.uk/contact/index.html complaint.info@financial-ombudsman.org.uk 0800 023 4567 or 0300 123 9123</p>
Financial Services Compensation Scheme (FSCS)	<p>The UK's statutory compensation scheme for clients of authorised financial services firms. The FSCS may pay compensation if an authorised firm is unable to meet its obligations. The FSCS contact details are:</p> <p>Financial Services Compensation Scheme, PO box 300, Mitcheldean, GL17 1DY www.fscs.org.uk enquiries@fscs.org.uk 0800 678 1100</p>
Flexi-access drawdown fund	<p>An arrangement established under your SIPP to enable the payment of pension income directly from your SIPP, and which contains funds that are:</p> <ul style="list-style-type: none"> • designated for flexi-access drawdown pension for the first time on or after 6 April 2015; • converted from a capped drawdown fund, including funds transferred to your SIPP, which are converted on transfer; • derived from a pre-6 April 2015 flexible drawdown fund; and/or • transferred from a flexi-access drawdown fund established under another registered pension scheme.
Flexi-access drawdown pension	Pension income paid from a flexi-access drawdown fund.
Flexible benefits/ flexibly accessing benefits	<p>Benefits which can be taken under the new pensions regime for money purchase pension schemes, which was introduced with effect from 6 April 2015. This gives individuals greater choice and flexibility about how they access their money purchase pension savings. In particular, individuals can choose to take flexi-access drawdown pension, an uncrystallised funds pension lump sum (UFPLS), or to convert a capped drawdown fund to a flexi-access drawdown fund and then take pension income from the converted fund.</p> <p>An individual who takes benefits in any of these ways is flexibly accessing benefits under the new regime. Additionally, anyone who had a flexible drawdown fund that converted to a flexi-access drawdown fund on 6 April 2015, is also flexibly accessing benefits under the new regime.</p>
Flexible drawdown fund/flexible drawdown	An arrangement established before 6 April 2015 to pay income from a SIPP that had no limits on how much income could be taken, but which was only available if certain conditions were met. If a valid declaration was accepted before 6 April 2015 and these conditions were met, the flexible drawdown fund converted automatically to a flexi-access drawdown fund on 6 April 2015.

Government Actuary's Department (GAD)	The Government department that provides actuarial services and analysis to the government and public sector and produces tables for calculating the maximum income limit.
Guaranteed annuity rate (GAR)	A feature usually associated with old style annuity plans. A GAR was written into the plan terms from the outset and guaranteed to provide a minimum annuity rate, but only on or after a set retirement date (see also safeguarded benefits).
Guaranteed minimum pension (GMP)	This is the minimum pension which a United Kingdom occupational pension scheme has to provide for those employees who were contracted out of the State Earnings-Related Pension Scheme (SERPS) between 6 April 1978 and 5 April 1997.
HM Revenue & Customs (HMRC)	The Government department that deals with the taxation including of pension contributions and benefits.
Ill-health	To qualify for an ill-health pension, we must have received evidence from a registered medical practitioner confirming that you are, and will continue to be, incapable of continuing your current occupation, and that you have ceased to carry out that occupation.
In specie	The transfer of the legal ownership of an asset other than cash, (for example, shares), without the undertaking of sell or buy transactions.
Junior SIPP	A SIPP opened for a person under the age of 18 for the benefit of that child.
Legislation and regulation	The rules and regulations of the FCA, and any statutes, statutory instruments and other legislation that apply to us and to the Scheme. Where legislation and regulation are amended, references to legislation and regulation are to be construed as incorporating those amendments.
Lifetime allowance (LTA)	The maximum amount of pension savings that you can build up, which benefits from tax relief. This amount is £1.055 million for the tax year 2019/20 and the LTA will continue to be indexed in line with the consumer prices index in subsequent tax years.
Lifetime allowance charge (LTA charge)	A tax charge that arises when you take your benefits, if the combined total of all your pension funds exceeds the LTA.
Maximum income limit	The maximum annual amount of income that you can take from a capped drawdown fund (currently 150% of the basic income derived from GAD tables for the relevant drawdown year). This is currently required to be recalculated every three years up to age 75 and then annually in line with GAD rates (although annual reviews can be requested before age 75). The GAD rate used for those aged 85 and over is the GAD rate for an 85 year old.
Member	Any person who has completed an application for membership of the Scheme and has been admitted as a member of it by us, as the Operator.
Minimum pension age	The earliest age (currently 55), a determined by HM Government from time to time, when you can take pension benefits, except on grounds of ill-health, serious ill-health, or if you have a right to a protected early retirement pension age.
Money purchase annual allowance (money purchase AA)	If you flexibly access your money purchase pension benefits for the first time on or after 6 April 2015, you will have a money purchase AA of £4,000 (gross) for the tax year 2019/20 and from then on until the Government notifies otherwise for all contributions paid into money purchase pension schemes. You will then only be entitled to obtain tax relief on further contributions to your SIPP or other money purchase pension schemes of up to £4,000 (gross) for any tax year.
Money purchase pension scheme	Under a money purchase pension scheme, an individual pays money into a retirement fund which is invested, for example, in the stock market. The value of the resulting pension is not guaranteed as it is directly linked to the performance of the underlying investments. A money purchase pension scheme can be one of several types of pension scheme including a SIPP, a personal pension scheme, an occupational pension scheme and a small self-administered scheme (SSAS). It is also known as a 'defined contribution scheme'.

Nominee	A person who is not a dependant, and who is nominated by a member (or, where applicable, us, as the Operator), to receive benefits from the member's SIPP on the member's death. We can only consider a member's nominees or dependants to receive pension income and can only nominate a nominee in the absence of any known dependants of the member, or nominees and charities that were nominated by the member.
Nominee's flexi-access drawdown fund	A flexi-access drawdown fund established on the death of a member to enable the payment of pension to a nominee nominated by the member before his/her death (or, where applicable, by us, as the Operator).
Non-standard investments	A Standard Asset is defined by the FCA as being an asset that must be capable of being accurately and fairly valued on an ongoing basis and readily realised within 30 days, whenever required. The FCA does provide a list of those assets which are likely to fall within this requirement. A non-standard asset is any such asset which is not capable of meeting the requirements of a standard asset.
Occupational pension scheme	A pension scheme established by an employer to provide retirement benefits for its employees.
Operator	Interactive Investor Services Limited, authorised and regulated by the Financial Conduct Authority (FRN: 141282). The Operator is the administrator of the Scheme and is responsible for carrying out all the duties and functions required by the FCA, HMRC, legislation and regulation relating to the day-to-day running of the Scheme.
Pension commencement lump sum (PCLS)	A lump sum benefit of up to 25% of the value of your SIPP, which is currently tax-free and often referred to as 'tax-free cash'. A PCLS is only available when entitlement to the drawdown pension or purchase of an annuity, in connection with which the PCLS is being paid, arises. The amount of the PCLS is tested against your LTA. The percentage that you can take may be lower than 25% if there is insufficient LTA and may be different to 25% if you are entitled to a protected lump sum amount.
Pension input period (PIP)	The period over which the amount of pension saving is measured, and which is used to calculate whether the AA (including the money purchase AA) is exceeded. For the ii SIPP this is aligned with the tax year.
Pension review date	The date that the funds in your SIPP are valued for the purpose of calculating the maximum income limit. This is currently required to be done every three years up to age 75 and then annually in line with GAD rates (although annual reviews can be requested before age 75).
Pensions Ombudsman	An independent individual who determines complaints by pension scheme members and beneficiaries against scheme trustees, managers, administrators and employers about the way a pension scheme is run. The Pensions Ombudsman's contact details are: Pensions Ombudsman Service 10 South Colonnade, Canary Wharf, E14 4PU www.pensions-ombudsman.org.uk enquiries@pensions-ombudsman.org.uk 0800 917 4487
Personal pension scheme	A personal pension scheme which provides for an individual plan or policy for the participant and to which the individual and/or his employer can contribute. Benefits are based on the amount contributed and investment return achieved.
Primary protection	A means of protecting pension rights built up before 6 April 2006 from the LTA charge when benefits are taken after 6 April 2006 for people who notified HMRC by 5 April 2009. Individuals with primary protection can continue to contribute to registered pension schemes from 6 April 2006 and have a personal LTA, which is greater than the standard LTA.
Protected early retirement age	A means of protecting early retirement ages for those who had an unqualified right to take benefits from the pension scheme below age 55 before 6 April 2006.

Qualifying recognised overseas pension scheme (QROPS)	An overseas pension scheme that satisfies certain HMRC requirements so that it can accept transfers from UK registered pension schemes.
Recognised overseas pension scheme (ROPS)	An overseas pension scheme established in a country or territory mentioned in regulation 3(2) of the Pension Schemes (Categories of Country and Requirements for Recognised Overseas Schemes) Regulations 2006, or which satisfies other prescribed requirements.
Registered pension scheme	A pension scheme that has been registered with HMRC under Chapter 2 of Part 4 of the Finance Act 2004 in order to qualify for certain tax reliefs.
Relevant UK earnings	<p>Relevant UK earnings are:</p> <ul style="list-style-type: none"> a employment income such as salary, wages, bonus, overtime, commission chargeable to tax under section 7(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA); b income immediately derived from the carrying on or exercise of a trade, profession or vocation (whether individually or as a partner acting personally in a partnership) chargeable under Part 2 Income Tax (Trading and Other Income) Act 2005 (ITTOIA) (trading income); c patent income within the meaning of section 579 ITTOIA, or amounts on which tax is payable under section 587 or 593 ITTOIA, or amounts on which tax is payable under section 472(5) of the Capital Allowances Act or paragraph 100 of Schedule 3 to that Act, in each case where the recipient alone or jointly devised the invention for which the patent in question was granted; d income which is chargeable under Part 3 of ITTOIA and is immediately derived from the carrying on of a UK or an EEA furnished holiday lettings business (whether individually or as a partner acting personally in a partnership); and e general earnings from an overseas Crown employment which are subject to tax in accordance with section 28 of ITEPA. <p>Relevant UK earnings are to be treated as not being chargeable to income tax if by virtue of section 2(1) Taxation (International and Other Provisions) Act 2010 (double taxation arrangements), they are not taxable in the United Kingdom. To the extent that they are not chargeable in this way, they will also not count towards the annual limit for relief.</p>
Retirement age	The age you choose to take your retirement benefits which cannot be earlier than the minimum pension age.
Retirement benefits	The benefits that can be taken from your SIPP or other registered pension schemes, namely a PCLS, drawdown pension, an uncrystallised funds pension lump sum (UFPLS) or the purchase of an annuity or a short-term annuity.
Safeguarded benefits	<p>Safeguarded benefits are benefits that are not money purchase benefits, or cash balance benefits (refer to money purchase pension scheme).</p> <p>This means defined benefit (sometimes called ‘final salary’ or ‘career average revalued earnings’) pension; Guaranteed Annuity Rate (GAR); and Guaranteed Minimum Pension (GMP).</p>
Scheme	The Investor SIPP, a registered pension scheme, established and governed by a trust deed and rules.
Scheme Practitioner	BW SIPP LLP (company number OC322417), the Scheme Practitioner appointed by us to carryout day to day administrative tasks on behalf of us, the Operator.
Scheme Practitioner’s Bank Account	BW SIPP LLP’s bank account(s) with the Bank of Scotland or such other bank or banks that it may select from time to time.
Self-invested personal pension scheme (SIPP)	A personal pension scheme which allows the individual to have more control over the manner in which the assets are invested. SIPPs permit a wide range of investments and offer flexible retirement options.
Serious ill-health	If we receive evidence from a registered medical practitioner confirming that you are expected to live for less than a year, and you have not exceeded the LTA, you can exchange your SIPP funds for a serious ill-health lump sum. This is not usually available from funds used for drawdown pension.

Short-term annuity	A temporary annuity that runs for up to five years and allows you to draw an income and to defer buying an annuity.
Single Financial Guidance Body (SFGB)	<p>The SFGB has brought together the three organisations known as The Money Advice Service, The Pensions Advisory Service and Pension Wise.</p> <p>The SFGB's contact details are:</p> <p>Single Financial Guidance Body Holborn Centre, 120 Holborn, London, EC1N 2TD</p> <p>https://singlefinancialguidancebody.org.uk/</p> <p>contact@singlefinancialguidancebody.org.uk</p> <p>0115 965957</p>
SIPP	Means the self-invested personal pension arrangements established for you (or a child under 18 in the case of a Junior SIPP) under the Scheme pursuant to these Terms and Conditions.
SIPP Investment Terms of Service	A set of terms which form a legal contract between us and the member. These terms cover the investment management, custody and handling.
SIPP Operator Terms and Conditions	A set of terms and conditions which form a legally binding agreement between the member and us as the Operator. These terms govern the operation of the SIPP.
Small self-administered scheme (SSAS)	A particular type of trust-based occupational pension scheme that is often used by business owners as a means of saving for retirement whilst retaining control over the use and investment of pension scheme monies. Generally, all SSAS members are trustees.
Statutory drawdown pension illustration	Annual illustration issued to personal pension scheme members who are taking drawdown pension, giving forecasts of the effects of drawing certain levels of pension over various periods, allowing for certain levels of growth of the member's fund in those periods. It also provides a forecast of the level of annuity that might be bought.
Statutory money purchase illustration (SMPI)	Annual illustration issued to personal pension scheme members giving forecasts of benefits at the date of issue, and at retirement, of their uncrystallised funds.
Successor	An individual named in a deceased's Expression of Wishes document to receive benefits from a beneficiary's SIPP on their death.
Successor's flexi-access drawdown fund	A flexi-access drawdown fund established on the death of a beneficiary who dies leaving unused funds in a dependant's flexi-access drawdown fund or a nominee's flexi-access drawdown fund to enable the payment of pension to a successor nominated by the beneficiary before his/her death (or, where applicable, by us, as the Operator).
Tax relief	In most cases, personal contributions to your SIPP will receive tax relief at the basic tax relief rate determined from time to time. This is added to your SIPP funds. Additional tax relief may also be available if you are a higher or additional rate tax payer, and to employers making contributions. Higher or additional rate tax payers may claim additional tax relief through a self-assessment tax return or from HMRC themselves.
The Pensions Regulator (TPR)	<p>The UK regulator of workplace pension schemes. Their principal aim is to make sure that employers put their staff into a pension scheme and pay money into it. They also make sure that workplace pension schemes are run properly so that people can save safely for their later years.</p> <p>TPR's contact details are:</p> <p>The Pensions Regulator Napier House, Trafalgar Place, Brighton BN1 4DW</p> <p>www.tpr.gov.uk</p>

Threshold income	An annual monetary amount that determines whether an individual will be subject or not to a tapering of their AA for a particular tax year. Broadly, the amount is calculated by subtracting an individual's gross pension contributions from their net income earned during a tax year. (See also adjusted income.)
Transfer in	A transfer of the value of pension benefits from another pension scheme to your SIPP, either in cash or in specie.
Transfer out	A transfer of part or the whole of your SIPP funds to another registered pension scheme or to a QROPS, either in cash or in specie.
Trust deed and rules	The legal document which establishes the Scheme and sets out how it is governed.
Trustee	Investor SIPP Trustees Limited (company number 10670459), is a nontrading company set up to act as a bare trustee of the Scheme and is referred to in the trust deed and rules as the 'asset trustee'. Its sole purpose is to hold the Scheme assets for the benefit of the Scheme members. The Trustee is not responsible for the day-to-day running of the Scheme and as such is not regulated under the Financial Services and Markets Act 2000.
Trustee Bank Account	A common bank account in the name of Investor SIPP Trustees Ltd, which is used collectively for all Scheme Members in relation to the receipt of contributions and transfer payments.
Unauthorised payment	A payment that is not authorised by HMRC made to or in respect of a member, or to or in respect of an employer, by a pension scheme. Unauthorised payments are subject to tax charges and are not permitted by the Scheme.
Uncrystallised	Pension funds which have not yet been crystallised - i.e. no retirement benefits have been taken.
Uncrystallised funds pension lump sum (UFPLS)	A lump sum payment or payments of some or all of the funds in your SIPP, which is paid from uncrystallised funds that are not designated for drawdown pension. Usually 25% of the lump sum will be tax-free, with the remainder taxable as pension income at your marginal rate. You must have sufficient LTA available in excess of the UFPLS, and its payment will trigger the money purchase AA.

The ii SIPP, including the provision of the associated Brokerage Services, is operated by Interactive Investor Services Limited, incorporated in England and Wales with company number 2101863. Registered office: Exchange Court, Duncombe Street, Leeds, LS1 4AX. Authorised and regulated by the Financial Conduct Authority (Financial Services Register Firm Reference Number 141282). Member of the London Stock Exchange and NEX Exchange. The ii SIPP trustee is Investor SIPP Trustees Limited (a subsidiary of Interactive Investor Limited), incorporated in England and Wales with company number 10670459. Registered office: 201 Deansgate, Manchester, M3 3NW.

SIPP Investment Terms of Service

Your relationship with Interactive Investor Services Limited

These SIPP Investment terms of Service (the “Terms”) form the contract between you as a Member of The Investor SIPP Scheme (the “Scheme”) and Interactive Investor Services Limited (“IISL” or “we” or “us”).

These Terms are to be read in conjunction with the SIPP Operator Terms and Conditions between you and us (in our capacity as the operator of the Scheme).

Investor SIPP Trustees Limited is the trustee (the “Trustee”) of the Scheme and is a non-trading company and bare trustee, which means that its sole purpose is to hold the Scheme assets for the benefit of you and other Members. The Trustee will only exercise its powers and discretions in accordance with our instructions as the operator of the Scheme.

IISL shall provide the Investment Services with reasonable skill and care but does not warrant that the relevant services will meet your particular investment requirements. You are responsible for selecting the SIPP and the investments within it. IISL provides the Investment Services on an execution only basis for your SIPP.

1 Introduction

All Orders placed and instructions given by you will be governed by these Terms. Any other terms which you may try to introduce are excluded. These are our standard terms and conditions on which we intend to rely. For your own benefit and protection you should read these Terms carefully. If you do not understand any point then please contact us for further information through the Contact Us section of the Website. If at that point you are still unsure about any of these Terms then you should seek advice from your independent financial adviser.

If you are a parent or legal guardian and you have opened a Junior SIPP (as defined in clause 4.3 of the SIPP Operator Terms and Conditions) on behalf of a child under the age of 18, all provisions of these SIPP Investment Terms of Service will also apply to a Junior SIPP and references in them to “you” or “your”, where applicable, will refer to the parent or legal guardian. We will take instructions from you (provided you retain parental responsibility for the child) until the child reaches age 18 then, on their acceptance of our current SIPP Investment Terms of Service, instructions will then be taken from them and these SIPP Investment Terms of Service will be a legally binding agreement direct with them.

2 Your client categorisation

For the purposes of the FCA Rules, we will treat you as a retail client in relation to the Investment Services.

3 The Investment Services

- 3.1 We will carry out each transaction for you on behalf of your SIPP as your agent.
- 3.2 The type of investments which may be acquired for your SIPP must fall within the range of Permitted Investments. We have set out a general description of the nature and risks associated with the products and investments we offer generally in the ‘Investments and

Risk Warnings Summary’ available on our Website and you should ensure that you fully understand these risks before entering into these Terms.

- 3.3 In the event of investments being acquired which fall outside the range of Permitted investments, it may be necessary for those investments to be sold. We do not accept any responsibility for any costs or losses incurred by your SIPP arising from such sale.
- 3.4 If you, on your own initiative, have asked us to provide you with Investment Services in Non-Complex Products, we are not required to assess the suitability of the instrument or the service provided or offered to you. As a result, you will not benefit from the protection of the FCA Rules on assessing suitability. Accordingly, when giving Orders or instructions to us, you must rely upon your own judgement. You should get independent advice from an authorised investment advisor if you are in any doubt.
- 3.5 If we are providing you with Investment Services in relation to Complex Products, we are required to assess whether it is appropriate for you to deal in a Complex Product by requesting from you certain information relating to your experience and knowledge of trading such products, that will help us assess whether you understand the risks associated with dealing in them.
- 3.6 If you do not provide sufficient information to allow us to carry out the appropriateness assessment, or do not provide any information at all, we are unlikely to be able to assess whether you have the necessary knowledge and experience to understand the risks involved and we will not be able to proceed on your behalf. However, we may do so at our reasonable discretion and, if we do so, you should note that we may not be able to determine whether dealing in the particular Complex Product is appropriate for you or in your best interests.
- 3.7 If, on the basis of the information that you have supplied to us in relation to your knowledge and experience, we consider dealing in the particular Complex Product is not appropriate, we will warn you of this and will not be able to proceed on your behalf. However, we may do so at our reasonable discretion and, if we do so, you should note that it may not be appropriate for you and that you may be exposing yourself to risks that fall outside your knowledge and experience and/or which you may not have the knowledge or experience properly to assess and/or control to try to mitigate their consequences for you.
- 3.8 Even where we have carried out an appropriateness assessment, you may in any event wish to get independent advice from an authorised investment advisor if you have any doubts about dealing in Complex Products.
- 3.9 We may amend and/or suspend any or all of the Investment Services and/or change the hours and time of operation of any of our Investment Services at any time when we have a valid reason and it is reasonable to do so. Where reasonably practicable we will give advance notice in writing of this, but this may not always be possible and/or practical. If you do not agree with the changes you will be able to terminate these Terms immediately. Please see clause 16 for further details.

3.10 Any of the Investment Services may be provided using the services of third parties who may act as agent for us.

4 Orders

4.1 We will treat each Order you place for the Investment Services as an offer to purchase the Investment Services for your SIPP subject to these Terms. We may, in our reasonable discretion, refuse to accept any Order or instruction from you or we may accept your Order subject to certain conditions or we may, acting reasonably, refuse to proceed with an Order that we have accepted. If we do this, we will notify you in writing unless we are prevented from doing so by law.

4.2 You may only place Orders on our Website, by telephone or using our Trading Applications. Orders shall be received as detailed in clauses 4.7 and 4.8.

4.3 We will use reasonable endeavours to ensure that our Website is available for trading online and our Trading Applications are available for trading, but we do not promise that all facilities will always be available.

4.4 If you are unable to access our Website to trade online, you may telephone us on 0345 607 6001 to place an Order.

4.5 When we accept your Order, we will use all reasonable endeavours to carry it out. However, we will not be liable to you for any loss or expense you suffer if we are unable to carry out an Order for whatever reason (other than as a result of our negligence, fraud or wilful default) or where there is a delay or change in market conditions before the transaction is completed.

4.6 Once accepted by us, your Order cannot be amended or cancelled by you, unless, before the execution of a particular Order, you receive confirmation from us of any amendment or cancellation of your Order.

4.7 When you place an Order for the Investment Services by telephone, our Client Services Representative will repeat your instructions back to you to confirm the terms of your Order prior to us accepting it. It is your responsibility to check that the terms of your Order are correct. The terms of the Order accepted by us will be those repeated back to you subject to any amendments you may notify to our Client Services Representative.

4.8 When you place an Order on our Website or through a Trading Application, no contract has been created until you receive a message confirming the acceptance of your Order. If you do not receive this confirmation within a reasonable time of submitting your Order you should contact us to check if your Order has been received.

4.9 You acknowledge and accept that:

(a) the market price of any Order placed by you in response to, and within the timescales given for acceptance of, a fixed quotation may, in certain market conditions, have moved during the time between our sending/giving the fixed quotation to you and the execution of your Order. Such movement may be in your favour or against you;

(b) if we incur additional reasonable expenses (examples of which include, but are not limited to, premiums and discounts) when carrying out your Order and we are unable to contact you to tell you about these after reasonable efforts to do so, we

may proceed to execute your Order and incur those expenses which will then be payable by you;

(c) there may be a delay in the execution of an Order because all Orders are executed strictly by reference to time of receipt. In particular, an Order received when the relevant exchange is closed will not be executed until after it next re-opens. We will present that Order for execution when the exchange next re-opens or, if a large number of Orders have been received while the market is closed, as soon as reasonably practicable after the exchange next re-opens;

(d) we may aggregate your Orders with those of other clients (including those of connected clients or those of group companies). Sometimes, such aggregation may mean that you obtain a less favourable price;

(e) units in a collective investment scheme are normally traded on a forward price basis. This means a price calculated by reference to the valuation point which occurs after the unit trust manager's agreement to sell or redeem the units in question; and

(f) if you redeem or switch units in any collective investment scheme within 30 days of the date of purchase, you may be charged a short-term trading fee of up to 2% of the purchase cost of those units. We retain the right to reject a purchase of units if, in our reasonable opinion, you are engaging in short-term or excessive trading. If we reject your Order, we will return to your SIPP any money we have received immediately, without interest.

4.10 By placing an order for the purchase of investments, you agree that you will have sufficient Cleared Funds in your Account on the date when you are required to make the payment to settle the trade. We may accept the order even if there are not sufficient Cleared Funds at the point of placing the trade. Cleared Funds must be available in order to effect and settle any trade. If your Cleared Funds are not held in the relevant trade's Settlement Currency we may still effect the trade provided there are sufficient Cleared Funds in your Account (including other currencies). However, we will not automatically convert your currency into Settlement Currency - you must instruct us to do this.

4.11 In the event any Order to buy securities in a currency takes your SIPP Account with us into a debit position in that currency, we will contact you with the request that you carry out a currency conversion to meet the shortfall. If you have not carried out such a conversion within 2 Business Days of our request then we shall initiate a currency conversion on your behalf. In the event that insufficient sums are available to cover the shortfall following such a conversion then we shall (within 30 days of the debit position having occurred) sell a sufficient number of shares in any currency in your SIPP Account (on a last in first out basis) to cover any outstanding balance.

4.12 We will not accept Orders from you or execute instructions on behalf of your SIPP in respect of investments which are not held in your SIPP Account. We will only sell investments which are held in your SIPP Account.

- 4.13 You are not permitted to enter into a Short Sell Transaction.
- 4.14 Demand for the Investment Services may fluctuate and whilst we will use all reasonable endeavours to meet increased demand for the Investment Services, we cannot accept responsibility for any actual or potential financial loss (including, for the avoidance of doubt, loss caused by market movements) that may arise if you are unable to contact us to place an Order by any of our current dealing methods, except where such inability is caused by our negligence, fraud or wilful default.
- 4.15 Trades placed by us on your behalf in non-UK markets are executed via a third party and as such are subject to their service levels. As a result, late reported trades can be booked to your SIPP Account at any time prior to the start of the next trading day. It is possible that an Order that has been confirmed as cancelled or expired may be subject to a late reported Fill. If you are in any doubt as to the status of a particular trade then please contact us by telephone.
- 4.16 We may, at our reasonable discretion, arrange for a transaction to be effected with or through a third party. We will not be liable to you for any act or omission of any such third party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third party.
- 4.17 Limit Orders, Stop Orders and Market Best Orders
- (a) We will try to execute Limit Orders, Stop Orders and Market Best Orders as soon as practicable but market conditions can affect the time it takes to execute such Orders and all Orders are executed in due turn. We cannot guarantee that a Limit Order or a Stop Order will be executed even if the limit or stop price is reached. We do not accept any liability for any actual or potential loss you may suffer if there is a delay in execution.
- (b) You may cancel a Limit Order or Stop Order providing that it has not been executed or is not in the process of being executed. It is your responsibility to check that your instruction to cancel has been accepted.
- (c) If you place a Limit Order or Stop Order in respect of a financial instrument in respect of which trading is suspended or has a Corporate Event before execution or if your SIPP Account is suspended we may, but are not required to, cancel the pending Order.
- (d) Market conditions may result in the execution of a Stop Order being at a price above or below the stop price.
- (e) If you place a Stop Order that is higher than the normal market size and the price at which it is to be executed is significantly different from the stop price, we will still proceed to execute the Order.
- (f) We will publish your Limit Order if it relates to shares admitted to trading on a Regulated Market and that Order cannot be immediately executed under prevailing market conditions, unless you expressly instruct otherwise.
- 4.18 Dividend Reinvestment Plan
- (a) If you elect DRIP, this will take place as soon as reasonably practicable (usually within two Business Days) following payment of the dividend to your SIPP Account.
- (b) DRIP will only be carried out if after the deduction of fees, commission or other due amounts, the net dividend income in pound sterling is greater than the required minimum reinvestment amount (the "Minimum Investment").
- (c) Details of DRIP commission rates and the Minimum Investment are set out in our Rates & Charges.
- (d) You will receive the highest whole number of shares that can be purchased with your dividend income. Any surplus dividend income will remain as a credit on your SIPP Account.
- (e) Shares may occasionally be reclassified or re-categorised by the share issuers. In this instance, you may need to re-elect your DRIP preferences with us.

5 Regular Investment Service

- 5.1 The Regular Investment Service is designed to enable you to Purchase, once per month, units of Regular Investments to a total value of no more than your Regular Investment Value in respect of each Regular Investment Instruction you make.
- 5.2 Each Regular Investment Value must not be less than the standard minimum amount detailed in the Rates and Charges. The minimum Regular Investment Value may be higher for particular Regular Investments. We will notify you of any changes to the minimum Regular Investment Value for particular Regular Investments by placing details of the changes on our Website.
- 5.3 As we can only Purchase whole units of equities for you on behalf of your SIPP, if the single unit price of any equity that you select is a substantial percentage of your Regular Investment Value, this may mean that the amount we are able to use for a Purchase may be less than your Regular Investment Value. This may result in a proportion of your Regular Investment Value remaining unused after a Purchase.
- 5.4 You must specify the Regular Investments to be Purchased with each Regular Investment Value. There is a limit to the number of different Regular Investments which may be Purchased with your Total Monthly Investment Subscription – please see the Website for details. Each Regular Investment Value shall be for the Purchase of no more than one Regular Investment.
- 5.5 You should ensure that the amount of money available in your SIPP for Purchases each month is not less than your Total Monthly Investment Subscription.
- 5.6 We will carry out your Regular Investment Instruction on each Purchase Date by carrying out a Purchase for an amount not more than the Purchase Consideration, provided that there is sufficient Available Cash in your SIPP and provided that the Purchase price (e.g. share price) of the Regular Investment does not exceed the amount of your Regular Investment Value.
- 5.7 Your Investment Subscription Surplus will remain as cash in your SIPP. Unless you give us specific instructions to do so, we will not use your Investment Subscription Surplus to Purchase Regular Investments. You may instruct us to Purchase particular Regular Investments on the Purchase Date in addition to your Total Investment Instruction using your Investment Subscription Surplus.

- 5.8 We will carry out your Regular Investment Instructions on a Purchase Date in the Order that you inform us up to the value of the Available Cash in your SIPP. We will not be able to carry out your Total Investment Instruction if the Available Cash in your SIPP is less than your Total Monthly Investment Subscription on a Purchase Date. We accept no liability or responsibility for any loss that is alleged to be caused by a Regular Investment Instruction not being carried out in these circumstances.
- 5.9 On the Purchase Date your Orders for Purchases will be aggregated with Orders from such other of our customers as we shall in our reasonable discretion determine. If the total aggregated Order for a particular Regular Investment cannot be executed in full on a Company Trade Date we will use our reasonable endeavours to execute the Order on the next Business Day. We will not execute such aggregated Orders in part. Occasionally, the aggregation of Orders may result in you obtaining a less favourable price.
- 5.10 We will inform you of your Purchase Date when you commence the Regular Investment Service. We do not guarantee to make a Purchase on any particular date or time.
- 5.11 If you wish to vary or cancel a Regular Investment Instruction you must notify us at least two (2) days prior to a Purchase Date. Where we do not receive this notification from you at least two (2) days prior to a Purchase Date we will use our reasonable endeavours to vary or cancel your Regular Investment Instruction as notified to us. However, we accept no liability in respect of or in connection with a Purchase made after receipt of your notification of variation or cancellation but before we have put it into effect.
- 5.12 We reserve the right to withdraw or add to the available Regular Investments at any time. We will use our reasonable endeavours to ensure that the available Regular Investments are set out on the Website. We are not required to publish the list of available Regular Investments other than on the Website.
- 5.13 We reserve the right, acting reasonably, to decline to carry out a Regular Investment Instruction without having to specify a reason to you.
- 5.14 We do not accept Limit Orders or Stop Orders for Purchases in respect of the Regular Investment Service.
- 5.15 The Regular Investment Service is a service in relation to the Purchase of Regular Investments. You are responsible for deciding if and when you should sell any Regular Investments held in your SIPP.
- 5.16 Charges will be payable in respect of each Purchase as specified in the Rates and Charges. These will be deducted from your Regular Investment Value and the balance will be used to make a Purchase pursuant to your Regular Investment Instruction.
- 5.17 Pounds sterling is the only Settlement Currency that we accept for the Regular Investment Service. This means that if you hold other currencies in your Account your regular investment may be executed, but we will not automatically convert non-sterling currencies into Settlement Currency. Trading in investments outside the UK and foreign exchange transactions are not available on the Regular Investment Service.

6 Execution Policy

- 6.1 In accordance with the FCA Rules, we have implemented an Order Execution Policy (the "Execution Policy") which sets out the sufficient steps that we will take in order to obtain the best possible result for our clients. Information on our Execution Policy is set out in our Best Execution Disclosure document (the "Disclosure") and can be found on our Website.
- 6.2 The terms of the Execution Policy and the Disclosure will apply where we are executing or transmitting Orders on your behalf.

7 Client money and custody

- 7.1 The following provisions of this clause 7 apply to your SIPP's money held by us. It will be deposited by us with a bank which for client money purposes meets the FCA's requirements. As regards that money:
- (a) It will be held in an account designed to facilitate efficient settlement of transactions and earn interest at the same time. We will deal with your SIPP's money in accordance with the FCA's client money rules and guidance, which require us to hold it in a client bank account, separating your SIPP's funds from ours. Such money may be held by a bank with other clients' money in a pooled client account. This means that, in the event that a default by a bank causes any unreconciled shortfall in the money held in the pooled account, your SIPP may share proportionately in that shortfall. To ensure we maintain our ability to appropriately diversify client money across highly rated, strongly capitalised banks, we are able to deposit some of our client monies in fixed term deposits for up to 95 days. It is important to note that this does not affect your ability to withdraw funds from, or place transactions on, your account. However, in the extremely unlikely event of default by us there may be a delay in distributing the funds or, in the event of a default by a bank holding client money we may be prevented from withdrawing such monies.
- (b) Interest will be payable on such amounts and at such rates as are set out from time to time in the Rates and Charges. Interest will be calculated on your credit balance on a daily basis but will only be credited bi-annually on or around the 25th day of May and November and will then be treated as client money as described in clause . Subject to clause 7.1(b) below, all such interest will be paid gross.
- (c) We receive interest from the bank with which your credit balance is deposited. A portion of the interest received on your credit balance, as set out in the Rates and Charges, is credited to you in accordance with clause 7.1(b) above.
- 7.2 The following provisions of this clause 7 apply to your investments held by us.
- (a) Investments either purchased by us on behalf of your SIPP or Transferred to us will be held in the name of our Nominee or another custodian subject to the terms of this clause 7.
- (b) Any investments held on your SIPP's behalf may be pooled with those investments of other SIPP clients. This means that your SIPP's entitlement

may not be individually identifiable on the relevant company register, by separate certificates or electronic records (other than ours, where they will be identifiable) and, in the event of an unreconciled shortfall caused by the default of a custodian, your SIPP may share proportionately in that shortfall.

- (c) Notwithstanding, clause 7.2(b), where you invest in CREST-eligible assets we may (subject to third party systems and controls compatibility) be able to make available an individually-segregated custody account. If applicable, Assets held in an individually-segregated custody account are registered in the name of our Nominee, however, they are not pooled with the assets of other customers and may therefore be treated differently in the event of our insolvency or the insolvency of the UK Central Securities Depository (Euroclear UK and Ireland). Further information on the different levels of protection offered by our different custody account types is set-out in 'Your Money & Investments' (available on our website, as part of the account opening process). There is an additional cost for this CREST-eligible assets individually-segregated service - please see our Rate Card for details.
- (d) Because of the nature of applicable laws or market practices in certain overseas jurisdictions, we may decide that it is in your best interest for your SIPP's Nominee investments to be registered or recorded in our name or in the name of the person who is a custodian for the purposes of the FCA Rules, and if it is not feasible for us to do this, then:
- (i) the Nominee investments may be registered or recorded in the name of the firm or custodian as the case may be;
 - (ii) the Nominee investments may not be segregated and separately identifiable from the designated investments of the person in whose name they are registered; and
 - (iii) as a consequence, in the event of a failure, the Nominee investment may not be as well protected from claims made on behalf of our general creditors.
- (e) Your SIPP's non-United Kingdom securities may be held overseas by a custodian, bank, intermediate broker, or settlement agent. There may be different settlement, legal and regulatory requirements and different practices for the separate identification of investments from those applying in the UK. In the event of insolvency or any other similar proceedings in relation to that institution or person, your investment may be treated differently from the treatment which would apply if the investment was held with an institution in the United Kingdom. Note that as dealing in overseas investments may not be available through all communication channels, you should contact Customer Services for further information on product availability.
- (f) We are not obliged to but we may tell you of, or arrange the exercise of any voting rights attaching to your SIPP investments, whether exercisable at a general meeting or otherwise. We are not obliged to but we may notify you of any general meetings applicable to your SIPP investments.
- (g) Subject to clause 7.2(a), we will use reasonable endeavours to tell you about any rights issue, calls, conversion, subscription or redemption rights and takeover or other offers arising from capital re-organisations ("Corporate Events") attaching to your SIPP investments unless we consider it impractical to do so. If you tell us within such period as we specify, that you wish to exercise any rights arising out of Corporate Events and provided there are sufficient cleared funds in your SIPP Account, we will use reasonable endeavours to give effect to your instructions but only on such terms as you advise and are reasonably acceptable to us. Otherwise, we will take such action, or refrain from taking any action, as we, in our reasonable discretion, determine.
- (h) Where a Corporate Event in respect of an investment held on your SIPP Account includes an offer for you to purchase additional shares and you do not take up that offer, we may instruct the Nominee to take up that offer and purchase those shares. The Nominee is able to do this as it is the legal owner of the investment. When the Nominee then sells those shares, we will retain in full any profit that is made and we will be liable for any loss.
- (i) If you make an election on a Corporate Event and subsequently sell or transfer out the relevant investments, you will be liable for any costs associated with us having to buy back those investments to honour your election. You will also be liable to pay for any loss arising from adverse movements in the price of the relevant investments.
- (j) We shall not be obliged to but we may arrange for you to receive the report, accounts and other information issued by a company, attend shareholders' meetings or unit holders' meetings and vote in person or to direct how our Nominee should vote on your behalf unless you give us your instructions. Where you do this, we shall use reasonable endeavours, where possible, to make appropriate arrangements on the terms and within the timescales we may impose.
- (k) Where a Corporate Event results in a fractional entitlement to part of a share, then we will sell such fractional shares and credit your SIPP Account with a cash value where such value is £5 or more.
- (l) Where Corporate Events (such as partial redemptions) affect some but not all Nominee investments held in a pooled account, we shall allocate the investments which are affected to relevant clients in such a fair and equitable manner as we reasonably consider is appropriate.
- (m) If the terms of a Corporate Event require an election to be made on behalf of our entire Nominee holding in a company, we reserve the right not to offer an option to you, where it is reasonable to do so. We will use reasonable endeavours to give you an alternative option but we cannot guarantee that this will match the options offered by that company.
- (n) If we are notified of a class action or group litigation that is being proposed or taken concerning investments that our Nominee is holding, or has held, on your SIPP's behalf, we are not required to tell you about this or otherwise act on that notification.

- (o) You acknowledge that any facility to receive shareholder communications and benefits may be made available by us to you only after a request from you and with the consent of the relevant company or registrar.
- (p) We may aggregate your Order with those of our other clients to participate in certain types of offers. We will at all times use reasonable endeavours to fulfil your Order, however, your SIPP may not receive the allocation of shares you applied for. If that happens, we will return any uninvested sums of money to your SIPP Account.
- (q) We shall be under no duty to tell you of or act upon any Corporate Event until the relevant investments are registered in the name of our Nominee or that of our custodian.
- (r) In the case of orders transacted outside the United Kingdom, any stock or money held by us or to our order on your behalf may be passed to an intermediate broker, settlement agent or counterparty located outside the United Kingdom. In these circumstances, the legal and regulatory regime applying to that person may be different from that of the United Kingdom. This means that in the event of the insolvency of that person, your SIPP's assets may be treated differently from the manner in which they would be treated if they had been passed to an intermediate broker, settlement agent or counterparty within the United Kingdom.
- (s) Where any documents or sufficient cleared funds are not held by us as part of your SIPP Account, we will not be required to settle any transaction or any account on your SIPP's behalf until we or our settlement agents or, as the case may be, global custodian, have received all necessary documents or sufficient cleared funds from you. Our obligations to deliver to your SIPP Account, or to account for the proceeds of the disposal of investments are conditional upon the prior receipt by us of appropriate documentation and sufficient cleared funds from you.
- (t) Where we have acted as your SIPP's agent, it is the other party to the transaction and not us who is responsible for settling the trade with your SIPP and delivery or payment (as the case may be) will be at your risk. Our obligation is to credit your SIPP Account, such deliverable documents or sale proceeds (as the case may be) as we actually receive.

7.3 Settlement

- (a) Settlement is the point at which the relevant investments are delivered to the buyer by the seller, and the buyer delivers the purchase value to the seller. This can happen in one of two ways: (a) actual settlement; or (b) contractual settlement (which is an agreement to treat an order as settled, whether or not settlement has actually occurred).
- (b) For investments held for you in custody, we will settle orders with you by way of contractual settlement on the settlement date shown on the contract note even where (depending upon the exchange on which your order is traded) we contract with underlying custodians on an actual

settlement basis. This means that the crediting (and debiting) of cash and investments in your account will occur on the due settlement date of your order (and not the actual settlement date, as it would under actual settlement).

- (c) For your convenience:
 - (i) the value from sales of investments held in our safe custody within your Account will be reflected on your Account from the date your order is placed and will be available for the purposes of buying other investments. You will not be able to withdraw such sale proceeds from your Account until the settlement date shown on the contract note; and
 - (ii) your Account will reflect any investments purchased, along with the associated costs, from the date of your order. You will be able to sell your investments immediately regardless of whether the purchase order has reached the actual settlement date, but the investments will not be available to withdraw from your Account until after actual settlement has occurred.
- (d) For any sale of investments which are not held in custody we will settle orders with you by way of actual settlement. This may mean that the value from such sales may not be available to you until after the settlement date shown on the contract note.
- (e) To safeguard your interests until the actual settlement date has been reached we will:
 - (i) continue to hold within our client money bank account an amount equivalent to the value of your purchase order; and / or
 - (ii) continue to hold your investments in safe custody.
- (f) In relation to sales made using our Certificated Account, we will settle orders with you by way of actual settlement. This means that the crediting of cash in your Account will occur when we have actually received the proceeds from the purchaser. The actual settlement date of the transaction may be different to the settlement date shown on your contract note (as it would be under contractual settlement).

7.4 Custody asset shortfalls

- (a) In the event a shortfall is identified, it is our policy to as soon as practicable:
 - (i) establish the most recently available market valuation of the asset and credit the client money bank account with the equivalent cash value of the shortfall;
 - (ii) ensure that our books and records clearly show which customers may be impacted by the asset shortfall (these customers will be entitled to claim against this cash provision should we become insolvent before the asset shortfall was resolved); and
 - (iii) (where we ascertain that the delivery of assets will occur in due course to address the shortfall) we will maintain an equivalent cash position in

the client money bank account until such time as these assets are delivered. This cash amount will be reviewed every Business Day against the relevant market value of the assets and may be adjusted accordingly.

- (b) Where we ascertain that the delivery of the stock to correct the shortfall is unlikely to occur, or will not occur, then we will arrange to purchase the relevant asset in the market to correct the shortfall where possible. The equivalent cash value placed into the client money bank account will remain in place until the trade has settled and the stock amount is represented in the overall client asset position.

8 Provision of Information

- 8.1 Any news, prices, opinions and other information which we may provide to you (“Information”) is provided solely to enable you to make your own investment decisions and does not constitute a personal investment recommendation or advice.
- 8.2 Neither we nor any agents or licensors make any representation as to the completeness, accuracy or timeliness of such Information nor do we or they accept any liability for any losses, costs, liabilities or expenses which may arise directly or indirectly from your use of, or reliance on, the Information (except where we have acted negligently, fraudulently or in wilful default in relation to the production or distribution of the Information). Such Information is not an offer or solicitation to buy, sell or otherwise deal in any particular investment.
- 8.3 All Information is and remains our property or the property of our third party licensors.
- 8.4 We provide United Kingdom real time pricing Information to you under licence from the LSE. You may not redistribute that data without the prior written consent of the LSE. All intellectual property rights in such data provided by the LSE shall at all times remain the property of the LSE. The LSE must be identified as the source of the data where reproduced in accordance with the licence conditions which we notify to you prior to you accessing such data for the first time.
- 8.5 We provide all international real time pricing Information under licence from the relevant exchange providing the data. your use of such information is subject to the terms and conditions of each exchange which we will tell you about and which must be accepted by you before you access such data for the first time.

9 Contract notes and statements

- 9.1 Where we execute the sale or purchase of a product with or for you pursuant to the Investment Services we shall, where so required by the FCA Rules or as otherwise agreed with you, send to you a contract note containing the essential details of the transaction except where it would duplicate a confirmation containing the essential details of the transaction which will be promptly provided to you by someone else. you will notify us as soon as possible of any errors contained in any contract note or similar document or electronic message.

- 9.2 We will send to you at least four times per year a statement listing the cash and custody investments held in your SIPP Account. We will value the investments in your SIPP Account using a price feed which we reasonably determine from independent service providers or quotations from independent Market Makers or dealers in the investment concerned. However, if we determine that valuation data is not available from such sources or it is inappropriate to use such sources, we may value investments at such value as we reasonably consider fairly reflects the current value of such investment. Statements are based on trade date information for cash balances and assets held in safe custody. You must notify us as soon as possible of any errors contained in any statement.

10 Account numbers and security

- 10.1 Following the opening of your SIPP Account with us, you will be issued with an account number and a Password which provides access to your SIPP Account. You will be required to provide us with a piece or pieces of identifying information when setting up your SIPP Account with us, which we will use to identify you as our client when you contact us by telephone.
- 10.2 You acknowledge that in relation to your SIPP Account:
- (a) you are the sole and exclusive owner of the Password;
 - (b) you will be responsible for the confidentiality and use of your SIPP Account and your Password; and
 - (c) we may rely on all Orders and other communications given or entered by you or anyone else using your SIPP Account number and Password, and you will be bound by any agreement entered into or expense incurred in reliance on such Orders and communications
- 10.3 As set out in clause 13.1, we will only be responsible for losses you suffer as a result of any agreement entered into or expense arising from an order or other communication referred to in clause 10.2(c) where:
- (a) you have told us that you have not authorised such Order and/or communication;
 - (b) losses suffered are a direct consequence of the negligence, wilful default, fraud or breach of the Terms by us or our employees, agents, sub-contractors or any Group company; and
 - (c) we cannot show that you have acted negligently, fraudulently or in wilful default or you or anyone else using your SIPP Account number and Password has allowed an unauthorised person to give or enter into an Order or communication.

Our liability in these circumstances is as set out in clause 13.

11 Charges and taxes

- 11.1 The charges for the Investment Services are published in our Rates and Charges which are available on our Website or on request.
- 11.2 We may share charges with members of our group of companies and other third parties, or receive and retain remuneration from them in respect of transactions carried out on behalf of your SIPP. Details of any such remuneration or sharing arrangements are available on request.

11.3 Taxes

- (a) All sums payable by your SIPP under these Terms are exclusive of all applicable taxes, which taxes will be payable out of your SIPP Account to us at the same time as the sums to which they relate.
- (b) We, either as the operator of the Scheme or as the Investment Services provider, will be responsible for filing any and all tax returns and for providing any relevant tax authorities with all necessary information in relation to the Investment Services we carry out in respect of your SIPP or any money and investments in your SIPP Account. Any taxes due will be borne by your SIPP and any claims made will be credited to your SIPP.

11.4 Any charges or amounts due to us or our agents (plus any applicable VAT) may be deducted from any funds in your SIPP Account or may be paid by you directly to us in accordance with the Key Features.

11.5 We may impose certain additional charges as set out from time to time in the Rates and Charges which you shall be liable for if you do not comply with your obligations under these Terms. If you fail to pay any amount due to us, interest will be payable by you on demand at the rate set out from time to time in the Rates and Charges together with all associated reasonable administrative and recovery costs, including legal costs.

11.6 Transactions denominated in foreign currencies

- (a) For transactions denominated in the currency of a non-UK exchange in which we allow our customers to trade, you may, subject to clause 4.10, transact and settle in those currencies in which we allow our customers to trade (including pounds sterling), as Settlement Currencies. For details of the currencies in which we allow trading and the details of the currencies in which your SIPP may hold funds, please contact us in accordance with clause 21.
- (b) From time to time, we may add other currencies to the list of currencies in which your SIPP can hold funds and settle.
- (c) Any transaction payment received by us for the credit of your SIPP Account in a currency in which your SIPP may hold funds, will be held on your SIPP Account in that currency and will only be converted to pounds sterling if you so request or in the event that you or we terminate these Terms in accordance with clause 16.1 prior to the Transfer to the Trustee, in our capacity as the operator. For transactions and payments denominated in all other currencies and for Accounts permitted only to hold pounds sterling we will automatically convert the total consideration into pounds sterling, or any other currency that we accept on request, at the time of the transaction.
- (d) For the avoidance of doubt all Contributions, Transfers of cash into, and payments out of, your SIPP will only be accepted in pounds sterling.
- (e) Subject to clause 11.6(d), you may request that we carry out a currency exchange transaction to the funds held on your SIPP Account.
- (f) The exchange rate for all types of currency conversion will be based on the bid or offer

exchange rates to which we apply a spread as detailed in the Rates and Charges which will be applied at the time of the transaction.

- (g) We and any other parties involved in providing the currency exchange transaction to your SIPP may earn revenue, in addition to the commission applicable to such a trade. This revenue is based on the difference between the applicable bid and offer rates for the currency and the rate at which the rate is offset either internally, with a related third party, or in the market. The charge to you and the revenue earned by us and parties related to us may be higher when a transaction requires more than one currency conversion or when the currency is not commonly traded, but in such cases we will notify you in advance of the conversion.
- (h) You are responsible for requesting any currency exchange transaction that is required for any Order that you place. Conversion of currency will take place at the trade date unless otherwise agreed. Further details are available on request. Exchange rates fluctuate and may change between the time that the indicative exchange rate is quoted and the time the contract note is issued. Where applicable the contract note will show the exchange rate used.
- (i) We may pass on third party charges incurred for custodial fees or processing fees or other administrative fees (including fees arising as a result of the United Kingdom's withdrawal from the European Union) related to your holdings and/or orders in international markets. We are unable to tell you of the fees or charges as the final figure may only be confirmed at payment date, but we will tell you the amount of the fee when we know what this is.

12 Conflicts of interest

12.1 Managing conflicts of interest

- (a) Please be aware that when we execute a transaction on your behalf, we or a group company may have an interest, relationship or arrangement that is material to all or any part of the Information or investment services being provided to you.
- (b) We take the identification and management of conflicts of interest very seriously. We have implemented a conflicts of interest policy that identifies those circumstances that constitute, or may give rise to, conflicts of interest which pose a material risk of damage to one or more of our clients. This policy also addresses the effective organisational and administrative arrangements that we maintain and operate to manage these conflicts. If, at any time, you would like to receive further details in relation to our conflicts of interest policy, please contact us in writing.
- (c) If, in respect of a specific conflict of interest which arises, we consider that the arrangements are not sufficient to enable us to ensure, with reasonable confidence, that the risk of damage to the interests of you and any of our other clients will be prevented, we will refuse to act or we will tell you of the nature and type of conflict of interest before we undertake any business on your behalf. This means that you will be able to decide whether you agree

to us acting for you in these circumstances.

If you object to our acting for you, you should notify us in accordance with clause 21, addressing your communication for the attention of the Chief Risk Officer.

- (d) Examples of conflicts of interest which may arise when providing Investment Services to you include, for example and without limitation:
- (i) acting as agent for a third party or another client or investor and also acting as agent for you in the same transaction, and receiving and retaining commission or other charges from both parties, and the price of the transaction being different from the bid or, as the case may be, offer price;
 - (ii) buying investments where we are, or a group company is, involved in a new issue, offer for sale, rights issue, take over or similar transaction concerning the investment;
 - (iii) executing a transaction for or with you on behalf of your SIPP in circumstances where we have knowledge of other actual or potential transactions in the relevant investment;
 - (iv) holding a position in, or trading or dealing in, investments purchased or sold by you on behalf of your SIPP;
 - (v) sponsoring, underwriting, sub underwriting, placing, purchasing, arranging, acting as stabilising manager for, or otherwise participating in, the issue of investments purchased or sold by you on behalf of your SIPP;
 - (vi) acting as advisor to, or having any other business relationship with, or interest in, the issuer (or any of its affiliates or advisors) or any investments purchased or sold by you on behalf of your SIPP or advising any person in connection with a merger, acquisition or takeover by or for any such issuer (or associate); or
 - (vii) being the issuer of any investments purchased or sold by you on behalf of your SIPP or being (or being advisor or banker to, or having any other business relationship with) the trustee, custodian, operator or manager of, or investment advisor to, any form of collective investment scheme in which interests are purchased or sold by you on behalf of your SIPP.

12.2 The relationship between you and us is only as described in these Terms. Neither that relationship, nor the Investment Services, nor any other matter will give rise to any other duties on our part, or that of any group company, which would prevent or hinder us or them from doing business with or for you, other clients or other persons, or for our or their own account.

12.3 Treatment of fees, commissions or other non-monetary benefits.

- (a) We are entitled to pay or accept a fee, commission or other non-monetary benefit paid by, or provided to you or on your SIPP's behalf.
- (b) We are also entitled to retain any payment,

remuneration or fees which enable us to provide or which are necessary for the provision of the Investment Services, such as, without limitation, settlement and exchange fees, regulatory levies and legal fees.

- (c) We may be paid commission by a third party such as an investment manager or a custodian. Any commission we receive in relation to any investment of yours in a collective investment scheme will be retrospectively credited to your relevant Account, thereby offsetting charges levied in accordance with the Rates and Charges on that Account. Examples of collective investment schemes are investment trusts, unit trusts, open ended investment companies, exchange traded funds and real estate investment trusts.
- (d) If we agree with a company making an Initial Public Offering ("IPO") that we will notify clients of the IPO we may receive a commission reflective of the value of the subscriptions to the IPO made through us by our clients.
- (e) In the event that your Order is publicly displayed on an exchange Order book in accordance with clause 4.17(f), it may be subject to multiple Fills. Each Fill will be treated as a separate transaction and commission will be charged on each transaction or Fill, in accordance with the Rates and Charges.
- (f) If you would like further information in relation to the receipt and provision of fees, commissions or other non-monetary benefits, we can provide this to you on written request.

12.4 No fiduciary duty

- (a) Notwithstanding our obligations under clause 12 in relation to managing conflicts of interest for you and our other obligations under these Terms, nothing in these Terms (including the Advice Services) creates any kind of fiduciary relationship between you and us. This means that all fiduciary duties relating to confidentiality, conflicts of interest, undivided loyalty and misuse of fiduciary property will not apply to our relationship with you.
- (b) You agree that we may act for other clients in a wide range of transactions with interests that differ from, or conflict with, yours. You also agree that we will not be required to disclose to you information known to us (or another member of our group of companies) that is confidential to those parties and may be relevant to your interests.

13 Liability

Please note that the below only applies to services relating to managing the investments in your SIPP (including safe custody of those assets, dealing and investment administration services). The SIPP Operator Terms and Conditions, relating to the operation of the SIPP, contain different provisions on liability.

13.1 As set out in clause 10.3, neither we, our employees, agents, sub-contractors or any member of our group of companies shall be liable for any losses, costs, damages, liabilities or expenses suffered or suffered by you or your SIPP under these Terms (including without limitation any loss that may arise directly or indirectly from your inability to access the Investment Services

for any reason or for any delay in, or the failure of, the transmission or receipt of any instructions or notifications sent to us through any electronic medium) except where caused directly by the negligence, wilful default, fraud or breach of the Terms by us or our employees, agents, sub-contractors or any group company. This clause is entered into by us as trustee for our employees, agents, sub-contractors and group companies.

13.2 Nothing in these Terms shall limit or exclude our liability for personal injury or death caused by our negligence or any other liability which cannot be excluded by law.

13.3 We shall not be liable to you or your SIPP for any indirect losses which you or your SIPP suffer, except in the case of our wilful default or fraud. "Indirect loss" would include, for example, loss of profit, loss of opportunity, loss of business and any other indirect losses.

13.4 You will be responsible for any foreseeable losses, costs, liabilities or expenses we incur in connection with the Investment Services or these Terms to the extent of the monies held within your SIPP Account unless caused by our breach of the Terms, negligence, wilful default or fraud.

14 Your obligations

14.1 Each time you use the Investment Services you will be confirming that:

- (a) you have all necessary power, authority and approvals to enter into and perform your obligations on behalf of your SIPP under these Terms;
- (b) your entering into and performance of these Terms and each contract does not violate, contravene, conflict with or constitute a default under any law, regulation, rule, judgement, contract or other instrument binding on you or your SIPP or any of your assets;
- (c) you are not entering into trades with Connected Parties (as defined in the SIPP Operator Terms and Conditions); and
- (d) in accepting these Terms, we have not made, and you are not relying upon, any statements, representations, promises or undertakings that are not contained in these Terms.

14.2 You accept full responsibility for monitoring your SIPP Account. You shall notify us immediately if you become aware of:

- (a) the loss, theft or unauthorised use of your username or Password or SIPP Account number;
- (b) the failure by you to receive a message or partial message from us indicating that an Order was received, rejected and/or executed; or
- (c) any inaccurate information in your SIPP Account balances, statements, contract notes, records or assets or money held or transaction history.

14.3 You confirm that you are neither a resident of Canada nor a US person.

14.4 You must make sure that your Password remains confidential at all times and you must take all responsible steps to:

- (a) stop any other person using your Password;
- (b) not disclose your full Password to any other person including any of our employees (whether over the telephone or otherwise);
- (c) not use your SIPP Account number in full or in part as your Password;
- (d) not be overheard when contacting us by telephone; and
- (e) not leave your device unattended whilst you are logged on to any Trading Application.

14.5 You will inform us if there is any change to any of your personal details such as your address, email address or telephone number.

15 Circumstances beyond our reasonable control

15.1 We shall not be liable to you in any manner or be deemed to be in breach of any contract for the Investment Services because of any delay in performing or any failure to perform any of our obligations due to any circumstances beyond our reasonable control.

15.2 For the purposes of this clause 15, "circumstances beyond our reasonable control" means any cause preventing us or you from performing any or all of our or your obligations which arises from any cause beyond our or your reasonable control including without limitation:

- (a) failure, malfunction or unavailability of telecommunications, data communications and computer systems and services;
- (b) government actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage or requisition;
- (c) act of God, fire, explosion, flood, epidemic or accident;
- (d) labour disputes not including disputes involving our workforce; or
- (e) inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.

16 Variation of terms

16.1 We can change, amend, supplement or delete any part of these Terms and, in particular but without limitation, we can:

- (a) amend, suspend and/or terminate any or all of the Investment Services and/or change the hours and time of operation of any of our Investment Services at any time when we have a valid reason to do so. Valid reasons may include but are not limited to one or more of the following:
 - (i) in the case of interest:
 - (A) to take account of the introduction of new rates of interest or changes to interest rates which other organisations pay to clients;
 - (B) where necessary to attract and/or retain investors in accounts of the same type as your SIPP Account;

- (C) to reflect actual or expected changes in the Bank of England repo rate, commonly referred to as the Bank of England base rate (or the rate of any central bank or monetary authority which supersedes the Bank of England), or in other money market interest rates; or
 - (D) to preserve the margins between interest paid by us, or by the providers of funds to us, and interest charged by us;
- (ii) in the case of charges:
- (A) to reflect changes in the costs or administrative overheads we incur or reasonably expect to incur, and/or to take into account inflation;
 - (B) to reflect changes in our financial strength;
- (iii) in the case of interest, charges and general terms:
- (A) to reflect a change in stockbroking practice;
 - (B) ensure that our stockbroking business is run prudently;
 - (C) to maintain the competitiveness of our stockbroking business taking into account actual or expected changes;
 - (D) to reflect changes to the way that we deal for your SIPP and look after your SIPP investments;
 - (E) to reflect changes in the general market practice of brokers and their nominees, and others providing stockbroking or share dealing services;
 - (F) to reflect changes in market conditions;
 - (G) to reflect changes, or anticipated changes, to the law, or interpretation of the law, codes of practice or the way that we are regulated;
 - (H) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the FCA or any other regulator;
 - (I) to reflect changes in technology, or to provide for the introduction of new or improved systems, methods of operation, services or facilities;
 - (J) to correct mistakes; or
 - (K) to make these Terms easier for you to understand or fairer to you;
- and/ or
- (b) introduce new or different interest rates or make new or different charges to those set out from time to time on the Rates and Charges where there is a valid reason for doing so. Valid reasons may include but are not limited to those set out in clause 16.1(a) above.
- 16.2 We will give you notice of any change made under clause 16.1 and will give that notice by any one or more of the following methods:
- (a) writing to you;
 - (b) emailing you;
 - (c) posting a message on our Website;
 - (d) posting a message within the secure area of your online SIPP Account; or
 - (e) placing an advertisement in a national newspaper.
- 16.3 In the case of a change under clause 16.1 we will give you at least 30 days' prior notice in advance of any material variation to the terms provided that changes made to reflect a change of law or regulation or make these terms easier for you to understand or fairer to you may, if necessary, take effect immediately.
- 16.4 Upon receipt of any such notice under clause 16.2, you may within 30 days of receipt of that notice close your SIPP Account without penalty or loss of credit interest where we agree that the change is to your significant detriment, but you must repay any interest, charges or other indebtedness outstanding on your SIPP Account. If you do nothing you will be deemed to have accepted any change of which you have been notified by us.

17 Your Personal Information

You acknowledge that we may process information (including personal data) about you, obtained from you and/or other sources such as credit reference agencies, during the course of our relationship with you. This data will be processed for the purposes of providing the Services to you and to allow us to carry out our business, as explained in our Privacy Policy and Cookies Policy which are available on the Website and which may be updated from time to time.

18 Termination

- 18.1 We or you are entitled to terminate these Terms by giving written notice to the other which will take effect immediately or after such period as may be specified in the notice in accordance with these Terms.
- 18.2 You may terminate these Terms at any time by providing notice to us. Until we receive your instruction to close your Account, your Account will continue to attract charges as detailed in the Rates and Charges.
- 18.3 Termination will not affect any outstanding transactions or any rights or obligations which may already have arisen between you, your SIPP and us. Transactions in progress at the date of termination will be completed by us as soon as practicable subject to these Terms. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.
- 18.4 If termination occurs we will, as soon as reasonably practicable, arrange the transfer of any money or investments in your SIPP Account.
- 18.5 If your SIPP Account is terminated we may make a minimum charge for administration. Please see the Rates and Charges for full details.
- 18.6 After termination of your SIPP Account, if any money or investments are received into your closed SIPP Account, we may make a minimum charge for administration. Please see the Rates and Charges for full details.

19 Power to sell or close out

- 19.1 At any time that we consider reasonably necessary or desirable including without limitation, if you fail to make any payment or to deliver any investments or transfer documents due to us at the due time for payment or delivery then we reserve the right, without prior notice to you, to:
- (a) treat any outstanding transaction as having been cancelled and terminated;
 - (b) use all money held or debts due to your SIPP Account from any party including ourselves in relation to the Investment Services under these Terms, or any investment, asset or transaction hereunder;
 - (c) arrange the sale of investments (on a last in first out basis) to provide funds to cover any outstanding amount in the event sufficient cleared funds or proceeds are not received within 30 days of entering into a debit position; and/or
 - (d) close out, replace or reverse any such transaction or take, or refrain from taking, such other action at such times and in such manner as we reasonably consider necessary or appropriate to cover, reduce or eliminate loss or liability under or in respect of any contract, positions or commitments.
- 19.2 Specifically, we may so act if, by reason of payment method or any information that we obtain from any source, we have reason to believe that you are a US citizen, US resident or US person.

20 Assignment

- 20.1 We may at any time transfer, or assign absolutely our rights, benefits and/or obligations under these Terms to a member of our group by notifying you. Any such transfer or assignment shall be subject to the assignee undertaking in writing to be bound by and perform our obligations under these Terms. If we do assign our rights, benefits and/or obligations under these Terms, we will only do so to a third party who is competent to carry out those functions and responsibilities and who will provide the same standard of service that we do.
- 20.2 Our rights and obligations to you under these Terms are personal to you. This means that you cannot assign them.

21 Communications

- 21.1 All communications from us to you will be in English and either in writing, which shall include by any means of electronic transfer delivery such as electronic mail over the telephone or by posting a message within the secure area of your online Account and will take effect once dispatched to you (except as otherwise specified in these Terms).
- 21.2 You accept that we and/or any group company and/or our or their representatives or employees may communicate with you over the telephone, by email or by a message on our Website, even where you have not requested us to communicate with you. We will only do this in compliance with the FCA Rules and applicable laws.
- 21.3 We shall not be liable for any delay in you receiving any communication once dispatched by us, except where the delay is caused by our wilful default, fraud

or negligence.

- 21.4 All communications from you to us that instruct us to take action in respect of an investment, such as an Order to buy, sell or take up a Corporate Event, should be in English, made by telephone or via our Website. Corporate Event instructions will take effect according to the event deadline detailed in the Corporate Event notification given to you or at the next opportunity. Any written instruction to take such action shall be at your risk and may not be processed unless and until acknowledged by us. If no such acknowledgement is received, please contact us by telephone in accordance with clause 21.5.
- 21.5 All other communications from you to us can be made in any of the ways described in the 'Contact Us' section of the Website.
- 21.6 Where you have provided us with a valid email address, we will provide you with important documents, such as those described in clauses 7.2(f), 9.1 and 9.2, by sending you an email notifying you that such documents have been made available on your secure pages of our Website. Other than in respect of regular investment documents and Dividend Reinvestment Plan documents (which will always be provided in electronic format) if you prefer to receive paper copies of documents by post then you should call us using the details in clause 21.5 above to request this service. There will be an administration charge for paper copies, please see our Rates and Charges for details.

22 Death of a Member

In the event of the death of a Member, that Member's legal personal representatives must provide us with formal notice in the form of the original death certificate of the Member or a copy certified by a solicitor or another regulated professional person. The existing money and investments will continue to be held in the SIPP Account until they are distributed in accordance with the SIPP Operator Terms and Conditions.

23 General

- 23.1 You should assume that all telephone calls, Website use, any Trading Application use and electronic mail between you and us will be recorded. These recordings will be our sole property and may be used for training purposes, as evidence in the event of a dispute or as may be required by the FCA. We will retain telephone call recordings for the time specified by the FCA Rules.
- 23.2 In the UK, your SIPP investments, including any cash balance, are covered as protected investment business by the protected investment business scheme which was established under the Financial Services and Market Act 2000. Compensation via the FSCS is available only to eligible investors in respect of protected claims up to a maximum of £85,000 per claimant. Please note that separate FSCS cover applies to cash which is held by the Trustee or Scheme Practitioner – please see the SIPP Operator Terms and Conditions for more details on this.
- 23.3 We can provide to you, on request, information concerning the conditions relating to the scheme set out in clause 23.2 and the process by which you could obtain compensation. Information is also available

at the FSCS official website at www.fscs.org.uk or by contacting them at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

23.4 All transactions are subject to the rules and customs of the relevant exchange, market and/or clearing house and to any other applicable rules, regulations and/or laws so that:

- (a) if there is any conflict between them and these Terms, the former will take precedence;
- (b) we may take or omit to take any action we think appropriate to ensure compliance with them; and
- (c) any such action we take will be binding on you.

23.5 Our relationship with you and /or your SIPP is subject to these Terms and to the SIPP Operator Terms and Conditions. If there is any conflict between these Terms and other terms, conditions, information or agreement produced by us from time to time in respect of the Investment Services, these Terms will take precedence.

23.6 If any provision of these Terms is held to be invalid or ineffective, it will not affect the enforceability or validity of any other provisions.

23.7 We reserve the right to recall or reverse any payment or transfer which has been made that is not within the contemplation of these Terms or if we reasonably believe the payment or transfer has been made fraudulently or illegally.

23.8 All references to time are to English standard time.

23.9 Sale of business

- (a) In the event that we (or a part of our business) are sold to a third party or undergo a re-organisation you agree that:
 - (i) any assets you hold with us can be transferred to the relevant third party provided that we will exercise all due skill, care and diligence in assessing whether the relevant third party will apply adequate measures to protect any assets transferred; and
 - (ii) any money you hold with us can be transferred to the relevant third party provided that it will be held in accordance with the FCA's client money rules and guidance or, if it is not, we will exercise all due skill, care and diligence in assessing whether the relevant third party will apply adequate measures to protect any money transferred.
- (b) We will notify you no later than seven days after the transfer has taken place (or such other period specified by the FCA) and provide you with details as to the treatment and protection of your money and assets arising as a result of the transfer.

24 Complaints

24.1 If you have a complaint about us you should raise it in the first instance with our Customer Services.

24.2 We have a written complaints procedure that complies with the requirements of the FCA Rules for the handling of client complaints, a copy of which is available on request. If you have a complaint you can contact us in the following ways:

- (a) On our Website: (by using the 'Contact Us' section)
- (b) By email: interactivehelp@ii.co.uk
- (c) By phone: 0345 607 6001
- (d) In writing: For the attention of Customer Services, Interactive Investor, Exchange Court, Duncombe Street, Leeds LS1 4AX

24.3 In the event of a dispute remaining unresolved after exhausting these procedures, or if we do not provide you with our final response within eight (8) weeks of receiving your complaint, you may refer your complaint to the Financial Ombudsman Service.

25 Tax

We do not offer tax advice. If you require assistance with your tax affairs with regard to our products, you may wish to take independent tax advice from an appropriate financial advisor or your local tax office.

26 Governing law

These Terms are governed by English law and are subject to the non-exclusive jurisdiction of the English courts.

27 Definitions

In these Terms the following words shall have the specific meanings set out below:

Advice Services means the provision of regulatory advice which is not a personal recommendation.

Agreement means these Terms, the Application Form, the SIPP Operator Terms and Conditions, the Key Features and the Scheme Rules.

Application Form means the form available on the Website by which you apply to become a Member (or in the case of a Junior SIPP, on behalf of a person under 18 to become a Member).

Available Cash means the cleared funds held in your SIPP Account that may include your Investment Subscription Surplus, dividends, interest and any other funds credited to your SIPP.

Business Day means any day (excluding Saturdays and Sundays) on which banks are generally open in London for the transaction of normal banking business.

Cleared Funds means cash (in any currency accepted by us) in your Account which is due from a) a sale of investments that have settled; or b) the crediting of funds to your account by debit card or direct debit, and which has cleared the banking process.

Company Trade Date means the days on which we in our reasonable discretion will Purchase investments for customers that use the Regular Investment Service and will normally be the Business Day in each calendar month as indicated on the Website.

Competent Authority means any national or local agency (such as the FCA, the LSE or HMRC) (whether in the UK or otherwise), authority, department, inspectorate, minister, ministry official, parliament or public or statutory person (whether autonomous or not) of any government or professional body having jurisdiction over any of the activities contemplated by this Agreement.

Complex Products means certain derivative products such as, without limitation, warrants, covered warrants, contracts for difference and certain shares if they are not listed on a Regulated Market or on a market which has equivalent standards of regulation as a European Economic Area market.

Contribution means money you, a third party or your employer pay into your SIPP.

Corporate Events has the meaning given to it in clause 7.2(g).

Disclosure shall have the meaning given to that term in clause 6.1.

Dividend Reinvestment Plan or **DRIP** means a manufactured product offered on certain accounts as part of the Investment Services where we will reinvest your dividend income from Eligible Shares, in the company which originated the dividend, by purchasing shares in the open market.

Eligible Shares means certain shares which are eligible (at our sole discretion) for DRIP from time to time.

Execution Policy shall have the meaning given to that term in clause 6.1.

Fill means to carry out your instructions to buy or sell an investment.

FCA means the Financial Conduct Authority, the regulator for the UK's financial services industry, which can be contacted at 25 The North Colonnade, Canary Wharf, London E14 5HS or through its website: www.fca.org.uk.

FCA Rules means the rules of the FCA as set out in the FCA Handbook.

HMRC means Her Majesty's Revenue & Customs.

Information has the meaning given to that term in clause 8.1

Investment Services means execution only stockbroking services in respect of your SIPP.

Investment Subscription Surplus means the amount of your Total Monthly Investment Subscription which is not used for Purchases on a Purchase Date.

Key Features means the key features of the SIPP available on the Website.

Junior SIPP means a SIPP opened for a person under the age of 18 for the benefit of that child.

Limit Order means an Order to buy or sell a financial instrument at its specified price limit or better, and for a specified size.

LSE means the London Stock Exchange plc.

Market Best Order means an Order to buy or sell shares at the best price available at the time that the Order is placed.

Market Maker means a member of the LSE which is registered as such and is obliged to quote prices up to the required market size.

Member means a person admitted to membership of the Scheme.

Minimum Investment shall have the meaning given to that term in clause 4.18(b).

Nominee means our nominee, Interactive Investor Services Nominees Limited (company number 979423), whose registered office is at Exchange Court, Duncombe Street, Leeds LS1 4AX, or any successor or alternative nominee company we may appoint from time to time.

Non-Complex Products means certain products including, without limitation, shares traded on a Regulated Market or an equivalent market outside Europe, bonds and units in regulated collective investment schemes.

Order means an order to buy or sell Permitted investments within your SIPP and 'buy order' and 'sell order' will be interpreted accordingly.

Password means any password(s) (which includes your login password), username, dealing password or any other security code issued to you in connection with the Services, as may be amended from time to time.

Pension Provider means the operator or administrator of a UK registered pension scheme or a qualifying recognised overseas pension scheme (QROPS)

Permitted Investments means the range of investments we permit for your SIPP, as specified on the Website.

Personal Information means personal information relating to you, your SIPP and your SIPP Account.

Purchase means the purchase of an Investment in respect of the Regular Investment Service.

Purchase Consideration means your Regular Investment Value less the Regular Investment Charges.

Purchase Date means the Company Trade Date on which we will carry out your Investment Instruction.

Rates and Charges means the details of any interest, costs, fees or other charges, as varied from time to time, which apply to your SIPP and SIPP Account with us. We will give you these details when you apply for your SIPP. you can also find out about them by ringing 0345 607 6001 or by checking them on our Website.

Regular Investment Charges means the charges, fees and expenses as described in the Rates and Charges which are payable by your SIPP in respect of the Regular Investment Service and the carrying out of your Regular Investment Instructions by us. Charges will be deducted from your Regular Investment Value when a Purchase is made.

Regular Investment Instruction means your instruction to us to make a Purchase on each Purchase Date to a value of not more than your Regular Investment Value.

Regular Investment Service means the service we provide to you of purchasing Regular Investments pursuant to your Regular Investment Instructions.

Regular Investment Value means that portion of your Total Monthly Investment Subscription that you allocate for each Regular Investment Instruction.

Regular Investments means the shares, collective investments or other products traded in the UK that we will designate from time to time as being available to you to Purchase as part of the Regular Investment Service as indicated on the Website.

Regulated Market means a multilateral system operated by a market operator in the European Economic Area such as the LSE that brings together multiple third parties buying and selling interests in financial instruments where the instruments traded are admitted to the market according to its rules and systems.

Regulatory Requirements means statutory and other rules, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any Competent Authority.

“Settlement Currency” means the currency in which a trade will settle.

Scheme means the registered pension scheme marketed as the ‘Investor SIPP’, operated by us and the trustee of which is Investor SIPP Trustees Limited.

Scheme Rules means the trust deed and rules (as amended from time to time), which govern the Scheme.

Short Sell Transaction means a transaction in which you sell investments which you do not own at the time of the sale.

SIPP means the self-invested personal pension arrangements established for you (or a child under 18 in the case of a Junior SIPP) under the Scheme pursuant to these Terms.

SIPP Account means a cash and dealing account opened by IISL for your SIPP.

SIPP Operator Terms and Conditions means the terms and conditions which you have entered into with us and pursuant to which we provide you with the services detailed therein.

Stop Order means an Order to buy or sell a share once the price of that share reaches a specified price (which is known as the stop price).

Total Investment Instruction means all of the Investment Instructions that you give to us to be funded by your Total Monthly Investment Subscription.

Total Monthly Investment Subscription means the total amount you inform us to use each month for the purpose of purchasing investments.

Trading Applications means the applications made available by us to download to certain devices (as detailed from time to time on our Website) through which certain parts of the Investment Service may be available from time to time.

Transfer means the transfer of benefits to the Scheme from another registered pension scheme (and “Transferred” shall be construed accordingly).

UK means the United Kingdom of Great Britain and Northern Ireland.

Website means the website at www.iii.co.uk or such other website as notified by us to you from time

The ii SIPP, including the provision of the associated Brokerage Services, is operated by Interactive Investor Services Limited, incorporated in England and Wales with company number 2101863. Registered office: Exchange Court, Duncombe Street, Leeds, LS1 4AX. Authorised and regulated by the Financial Conduct Authority (Financial Services Register Firm Reference Number 141282). Member of the London Stock Exchange and NEX Exchange. The ii SIPP trustee is Investor SIPP Trustees Limited (a subsidiary of Interactive Investor Limited), incorporated in England and Wales with company number 10670459. Registered office: 201 Deansgate, Manchester, M3 3NW.