

## SUPPLEMENTARY INFORMATION INCORPORATING ISA TERMS AND CONDITIONS

This document provides supplementary information about your investment in the T. Bailey Funds (the Funds) for which T. Bailey Fund Services Limited acts as the Authorised Fund Manager (AFM). This document should be read by investors alongside the relevant Key Investor Information (KII) document, Application form and ISA Terms and Conditions. For full detail of the T. Bailey Funds please also refer to the Prospectus. All fund documentation is available at [www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk).

**Please note that nothing in this document should be taken to be financial advice – if you have any doubt whether the T. Bailey Funds are suitable for you and you wish to receive advice, you should contact a Financial Adviser.**

### T. Bailey Funds – T. Bailey Growth Fund T. Bailey Dynamic Fund

The Authorised Fund Manager is: T. Bailey Fund Services Limited (T. Bailey).  
The Investment Manager is: T. Bailey Asset Management Limited.

#### **What is the Key Investor Information (KII) document and what is the Supplementary Information (SI) document?**

The KII document contains details of the investment objective, charges, risks, past performance and basic practical information. The KII document replaces the Simplified Prospectus. All UCITS funds have to produce a KII document in a standard format and KII documents are aimed at helping you compare funds more easily and assess whether a particular fund meets your needs. A separate KII document is produced for each unit class.

The SI document contains additional information required by the Financial Conduct Authority (FCA) to be disclosed to retail investors (information on cancellation rights, complaints and compensation) and also includes more detailed practical information that is not shown in the KII document.

If you are considering an investment into the T. Bailey Funds, you should read the relevant KII document and the SI document carefully so you understand what you are buying, and you should keep a copy for future reference. The latest versions of the KII and SI documents can either be downloaded from our website ([www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk)) or can be requested by calling us on 0115 988 8213.

#### **The FCA requires the following information to be disclosed to all UK retail investors:**

##### **What if I change my mind?**

You are entitled to cancel your investment should you change your mind. You have 14 days from the date of the contract in which to exercise your right to cancel. Details of how you might exercise these rights are contained in the contract note that will be sent to you confirming your investment. Investors opting to cancel may receive less than their original investment if the unit price falls subsequent to their initial purchase.

##### **What if I have a complaint?**

If you wish to make a complaint about any aspect of the service you have received, or to request a copy of our complaints handling procedures, please contact us at the following address: **The Compliance Officer, T. Bailey Fund Services Limited, 64 St. James's Street, Nottingham NG1 6FJ**. We will inform you of your rights when answering your complaint.

The AFM has documented procedures that comply with the FCA Handbook of Rules for the due consideration and proper handling of complaints. If your complaint is not resolved by us to your satisfaction, you may be entitled to refer it to the **Financial Ombudsman Service at Exchange Tower, London E14 9SR**. See also [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

##### **What if you cannot afford to pay me any compensation due?**

We are covered by the Financial Services Compensation Scheme which offers compensation when an authorised firm is unable to pay claims against it. You may be entitled to compensation from the scheme if we cannot meet our obligations to you. Most types of investment business are covered for 100% of the first £50,000. Further information about compensation arrangements is available from: **The Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU**. See also [www.fscs.org.uk](http://www.fscs.org.uk).

## Additional practical information

### What unit classes are available?

The following unit classes are available for investment. A KII document has been produced for each class. The latest versions of the KII and SI documents can either be downloaded from our website ([www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk)) or can be requested by calling us on 0115 988 8213.

<i>Fund name</i>	<i>Class name</i>	<i>Inc/ Acc</i>	<i>ISIN</i>	<i>Ongoing Charges Figure (OCF) per latest KII document</i>	<i>Ongoing agent commission built into annual management charge</i>	<i>Investment allowed on business placed on or after 31 December 2012 where advice has been given?*</i>
T. Bailey Growth	Institutional	Accumulation	GB0009346486	1.51%	Nil	Yes
T. Bailey Growth	Retail	Accumulation	GB00B02TSH75	2.52%	0.75%	No
T. Bailey Dynamic	Institutional	Income	GB00B1385S07	1.38%	Nil	Yes
T. Bailey Dynamic	Institutional	Accumulation	GB00B1LB2Z79	1.38%	Nil	Yes
T. Bailey Dynamic	Retail	Income	GB00B1386325	2.28%	0.75%	No
T. Bailey Dynamic	Retail	Accumulation	GB00B1LB3096	2.28%	0.75%	No

\* From 31 December 2012, the FCA has banned the payment of commission by product providers to advisers where advice has been given to a UK retail client. As the Retail classes include an element of adviser commission in the annual management charge, such deals will need to be invested into the Institutional classes.

More details about which unit classes are available for investment can be found at the following site: [www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk)

### How can I make an investment?

To invest, please complete an application form and send it to us at the address shown at the end of this document, along with your cheque made payable to T. Bailey Fund Services Limited. Payment can also be made by electronic transfer – please contact us for details. You can also invest a lump sum via the telephone by contacting us on 0115 988 8213. Please note that to invest in a stocks and shares ISA (see below) you will need to complete an application form as we require a signed declaration. Please also note that you will be asked to confirm that you have read the latest version of the KII document for the relevant unit class prior to investing.

Any application you make will be transacted at the next available valuation point (i.e. the funds are forward priced). The Funds value daily on normal UK business days at 12 noon. Ownership of units will be evidenced by entry onto the unit register – you will not receive a certificate for your investment. A contract note showing details of your transaction will be sent to you (and your adviser if you have one) by the end of the next business day following the valuation point.

You can invest a lump sum subject to the following minimum investment levels:

Minimum initial lump sum:	£1,000
Minimum additional lump sum:	£ 500

## **Additional practical information**

### **Regular savers scheme**

For regular savings, you will also need to complete a Direct Debit mandate which forms part of the application form. A cheque should be sent for the first payment. Once the Direct Debit has been set up, it will be collected on the 15th calendar day (or next business day) of each month. Monies are collected into a client money account and deals are placed when cleared funds have been received by the AFM. Please also see the Direct Debit guarantee at the end of this document. Regular savers will receive a letter confirming their application has been accepted, but will only receive a contract note for their first investment. The minimum investment is £50 per month.

### **How do I sell units?**

You may sell units by writing to T. Bailey at the address shown at the end of this document or by contacting T. Bailey on 0115 988 8213. Units will be redeemed at the next valuation point after we accept your instructions. A contract note will be sent to you following the transaction and will include a form of renunciation for you to sign and return (if a signed written instruction has not already been received). For accounts with multiple unitholders, renunciation instructions should be signed in accordance with the signatory list submitted with the original application. We will send you the proceeds within four working days of the later of the day the units are sold and the day we accept your completed form of renunciation/ signed written instruction.

### **How will I track the progress of my investment?**

The price of units is published daily at [www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk). In addition, the latest price or individual valuations can be obtained by calling T. Bailey on 0115 988 8213. Statements confirming transactions and the value of holdings will be prepared as at 31 March and 30 September each year. Statements will be sent to you within 25 business days of the statement date. Retail clients have the right to request statements on a quarterly basis rather than a six-monthly basis.

Every six months (as at 31 March and 30 September), we will also prepare the annual and interim reports. These will be available to download at [www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk).

### **Do I receive any income?**

*T. Bailey Growth Fund:*

As these funds are intended for investors seeking long-term capital growth, all income arising within them is reinvested into the value of units. In other words the units are all accumulation units. The annual income allocation date is 31 May.

*T. Bailey Dynamic Fund:*

Both income units and accumulation units are available. The income applicable to income units is distributed quarterly (31 May, 31 August, 30 November, 28/29 February). Income is also allocated to accumulation units on these dates.

Please note that all Junior ISA investments will be made into accumulation units only.

### **ISA wrappers**

Units in the T. Bailey Funds are available for the stocks and shares component of an Individual Savings Account ("ISA") and Junior Individual Savings Account ("JISA"). The aim of these wrappers is to be a tax efficient means of holding an investment.

An ISA is a 'wrapper' in which you can place different types of investments (components) without having to pay tax on the investment growth, income or interest produced. Anyone aged 18 or over can invest in a stocks and shares ISA, provided they are resident in the UK for tax purposes. ISAs may not be taken out in joint names. The current annual ISA investment allowance (tax year 2018/19) is £20,000. The full £20,000 can be invested in a stocks and shares ISA. Under the ISA rules you can split the amount you pay into an ISA between a Stocks & Shares ISA and other ISA Types up to the overall limit of £20,000. Please note T. Bailey only offers Stocks & Shares ISAs.

A JISA is a type of ISA available to 'eligible children' in respect of which instructions are given by a 'registered contact'. An eligible child must be under the age of 18, born on or after 3 January 2011 or not have a Child Trust Fund account, and be resident in the UK for tax purposes. The JISA will be registered in the name of the child and the investments acquired are for the beneficial ownership of the child. The applicant (registered contact) needs to be over 16 and should have parental responsibility for the child or could alternatively be the child themselves if they are between 16 and 18 and otherwise eligible for a JISA. Investments into a JISA can be made by anyone subject to the annual allowance. Once the child turns 18 the JISA is transferred into an 'adult' ISA and the child gains control of the account.

The current annual JISA investment allowance (tax year 2018/19) is £4,260 per child. The full £4,260 can be invested in a stocks and shares JISA or in a cash JISA, or the investment could be split. However, an eligible child can only have one JISA of each type at any time throughout their childhood.

Please see the relevant application forms (available from [www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk)) and ISA terms and conditions contained at the end of this document for more details.

## **How and why will you verify my identity?**

We are legally obliged to verify your identity for anti-money laundering purposes. As a consequence, investors may be required to provide proof of identity and address when buying and selling units. Verification of identity checks may also be conducted electronically.

We will not be able to release any sales proceeds to you until we have successfully verified your identity.

## **Taxation**

The following summary of certain relevant taxation provisions is based on current law and practice and does not constitute legal or tax advice. It does not purport to deal with all the tax consequences applicable to the Funds or to all categories of investors, some of whom may be subject to special rules. The regime of taxation of the income or capital gains received by investors depends on the tax law applicable to the personal situation of each investor and/or to the place where the capital is invested. Unitholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of units under the laws of their country of incorporation, establishment, citizenship, residence or domicile and in the light of their particular circumstances.

Each fund is treated as a separate entity for United Kingdom tax purposes and is liable to Corporation Tax at the rate of 20% on taxable income, net of expenses.

### ***ISAs/ JISAs***

ISA and JISA investors currently have no income or capital gains tax liability on their investment.

### ***Income tax***

From April 2016, the tax credit on dividends paid by UK companies was removed. Instead, the first £5,000 of dividend income paid to UK individuals is exempt from income tax. Dividend income in excess of this amount is taxed at a rate of either 7.5% (for basic rate taxpayers), 32.5% (for higher rate taxpayers), or 38.1% for additional rate tax payers (there are no tax credits attached to dividend distributions). In the case of accumulation shares no distribution of income is made, although a notional distribution is calculated and advised to shareholders for tax reasons. Despite not receiving an income distribution, investors may still be liable to tax on it. Tax vouchers will be sent on or before the income allocation date to all shareholders holding shares outside of a tax wrapper.

### ***Capital gains tax***

Capital gains within the Fund are not liable to tax. Transactions of units by investors in the Funds, however, may be. When you sell units, any profits may be liable to capital gains tax if your overall gains for the tax year are over the current limit available to UK taxpayers.

### ***Reporting of tax information***

We are subject to various obligations to report certain information to the relevant tax authorities about the funds, investors in the funds and payments made to investors, for example under the Foreign Tax and Compliance Act ('FATCA') and the International Tax Compliance Regulations.

More detailed information about taxation is contained in the full Prospectus. Investors holding the Funds outside of a ISA should declare any income, gains or losses on their tax returns. See [www.hmrc.gov.uk](http://www.hmrc.gov.uk) for more details.

## **Miscellaneous**

### ***Dilution Levy***

As a result of transactions a fund may suffer a reduction in value as costs are incurred in dealing in the underlying investments. To mitigate these costs, we may need to impose a charge known as a dilution levy to protect existing investors from subsidising new entrants and subsidising those exiting the fund. This charge is paid into the relevant fund. Dilution levy will be charged in a way that is, as far as practicable, fair to all unitholders, and is more likely to be charged on larger deals. More details are contained in the Prospectus.

### ***US Persons***

Please note that the T. Bailey Funds are not available for investment by US persons.

### ***Data Protection***

To provide our services to you, T. Bailey is required to collect personal information (i.e. information such as your name, date of birth, address, bank details or other such data which may be used to identify you). When we do so, we are subject to data protection laws applicable in the United Kingdom and we are responsible as 'controller' of that personal information for the purposes of those laws.

We take your privacy very seriously and will only share your personal information with trusted third parties that are themselves subject to appropriate measures to protect your personal information. You are encouraged to read carefully our Privacy Policy which contains details and important information on who we are and how and why we collect, store, use and share your personal information. This policy also explains your rights in relation to your Personal Information and how to contact us or supervisory authorities in the event you have a complaint.

Our Privacy Policy can be obtained from [www.tbaileyfs.co.uk/privacy-policy](http://www.tbaileyfs.co.uk/privacy-policy) or, to request a copy, you can write to us at T. Bailey Fund Services Limited, 64 St. James's Street, Nottingham, NG1 6FJ or call us on the Client Services helpline: 0115 988 8213. (Calls are recorded).

### ***Liability***

T. Bailey will not be liable for any loss you may experience through a fall in the value of your investments. T. Bailey accepts no responsibility for any loss or delay caused in the transfer or payment to T. Bailey of the funds to be invested.

### ***Client Money***

Cash may be held for you in a client money account in the UK with an authorised bank in accordance with the FCA's client money rules. The bank will hold the cash on behalf of T. Bailey in an account separate from any account used to hold money belonging to us in our own right. T. Bailey will not be responsible for any acts or omissions of the bank. If the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If the bank cannot repay all of its creditors, any shortfall may have to be shared pro-rata between them. If T. Bailey was to become insolvent, any cash not held in a client money account may be treated as our own funds and this may delay any return of cash to you. No interest is earned or paid on any balances in a client money account.

We may cease to treat cash held for you in a client money account as your cash if we have held it for you for a period of not less than six years and, having taken all reasonable steps (as outlined in the FCA rules), we are unable to contact you. In such circumstances, that cash can be paid to charity (but please note that we would still pay all amounts due to you should you later re-establish contact with us).

Every year, as at 31<sup>st</sup> July, we will send client money statements to anyone with a client money balance at that date. You also have the right to request a statement on other dates.

### ***What happens to my investment on death?***

Your investment will form part of your estate on death and, on production of the death certificate and the grant of probate or letters of administration, can be sold or re-registered in the name of the executors or administrators of the estate or a beneficiary, or in the names of the surviving investors.

### ***Governing Law***

T. Bailey and the T. Bailey Funds operate under and are governed by the law of England and Wales. The documentation relating to your investment will be supplied in the English language.

## **The Direct Debit Guarantee**

Please keep this section for your records



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit T. Bailey Fund Services Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request T. Bailey Fund Services Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by T. Bailey Fund Services Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when T. Bailey Fund Services Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

The T. Bailey Funds, T. Bailey Fund Services Limited and T. Bailey Asset Management Limited are authorised in the UK and are regulated by the Financial Conduct Authority.

This document is accurate as **25 May 2018**. The information contained is updated at least annually, but may be updated more frequently. Please check the website (details below) for the most recent version. Calls to T. Bailey will be recorded.

### **Authorised Fund Manager Contact Details**

T. Bailey Fund Services Limited, 64 St. James's Street, Nottingham, NG1 6FJ

T: 0115 988 8213 W: [www.tbaileyfs.co.uk](http://www.tbaileyfs.co.uk)

# ISA Terms and Conditions

The following terms and conditions ("Terms") together with the completed Application Pack constitute a legal agreement between you and T. Bailey Fund Services Limited that sets out what services we will provide and how we will manage your ISA (your "T. Bailey ISA").

We will manage your T. Bailey ISA in accordance with the Regulations. In the event of any inconsistency between these Terms and the Regulations, the Regulations shall prevail. The Terms apply to all T. Bailey ISAs.

These Terms will only apply to your T. Bailey ISA provided that they are not held by a relevant court or by the FCA to be unfair contract terms. If a term is held, viewed or considered to be unfair it will, as far as possible, still apply but without any part of it which would cause it to be held, viewed or considered unfair.

## Definitions

"*APS*" means an additional permitted subscription, meaning an additional subscription which, subject to eligibility criteria set out in the Regulations, may be made to an ISA following the death of the ISA investor's spouse or civil partner within the Permitted Period;

"*Annual ISA Allowance*" means the maximum amount permitted by applicable law that you are allowed to invest in an ISA during a Tax Year. The Annual ISA Allowance is set by the UK Government and is subject to change;

"*Application Pack*" means the application pack or transfer form to be completed by you when applying to open or invest in an ISA;

"*APS Allowance*" means the maximum amount permitted by the Regulations that may be invested as an APS with an ISA manager in line with their terms and conditions, being the greater of: (i) the aggregate value of the deceased's ISA accounts at the date of their death; and (ii) the aggregate value of the deceased's ISA accounts immediately before the end of the Continuing Account Period, provided that no APS have been made by the spouse or civil partner of the deceased during the Continuing Account Period;

"*APS Form*" means the applicable form or forms for subscribing your APS Allowance to your T. Bailey ISA;

"*Client Money Rules*" means the rules made by the FCA relating to the holding of client money and assets;

"*COLL*" means the Collective Investment Schemes Sourcebook forming part of the FCA Handbook;

"*Continuing Account Period*" means the period commencing on the date of death of an ISA investor and ending on the earlier of: (i) three years after that date; (ii) the completion of the administration of the ISA investor's estate; and (iii) the withdrawal of all investments and cash from the relevant ISA;

"*Direct Debit Collection Day*" means the business day on which we request your Direct Debit payment, if applicable. The relevant dates are set out in the SID;

"*FCA*" means the Financial Conduct Authority, 25 The North Colonnade, London E14 5HS, or any successor body;

"*FCA Handbook*" means the FCA's handbook of rules and guidance, as amended, supplemented or replaced from time to time;

"*FSCS*" means the Financial Services Compensation Scheme, or any successor compensation scheme;

"*Funds*" means the authorised unit trusts or open-ended investment companies, or sub-funds of such vehicles, referred to in the SID;

"*Intermediary*" means a person who in the course of any business or profession invites you to make offers or proposals or to take other steps with a view to entering into an ISA;

"*Investment Manager*" means the investment manager of the Funds;

"*ISA*" means the Individual Savings Account, set up and managed under the Regulations;

"*KII*" means the Key Investor Information document or equivalent document describing the nature and risks of investing in the Fund, which investors are advised to read so they can make an informed decision about whether to invest;

"*Permitted Period*" means, in relation to the making of an APS into an ISA, the period of time beginning with the date of death of the ISA investor's spouse or civil partner and ending on the later of: (i) three years after that date; or (ii) 180 days after the administration of the estate is complete;

"*Prospectus*" means a prospectus issued by us from time to time for a Fund, which is available on request from T. Bailey;

"*Regulations*" means the Individual Savings Account Regulations 1998 and any regulations substituted for them, all as from time to time amended or extended and in force;

"*SID*" means the supplementary information document of which these Terms form part;

"*T. Bailey*" means T. Bailey Fund Services Limited, whose registered office is at 64 St. James's Street, Nottingham, NG1 6FJ, and references to "*we*", "*us*" and "*our*" have the same meaning;

"*Tax Year*" means the period commencing on 6 April in a year and ending on 5 April of the following year;

"*Units*" means units or shares in a Fund, and "*Unitholders*" shall be interpreted accordingly;

"*Valuation Point*" means the regular valuation time of the Funds as detailed in the Prospectus; and

"*You*" or "*your*" means the investor named as the applicant on the relevant Application Pack who has opened a T. Bailey ISA.

## 1. Your T. Bailey ISA

**1.1** By agreeing to enter into these Terms, you agree to appoint us as the manager of your T. Bailey ISA.

**1.2** We are authorised and regulated by the Financial Conduct Authority and appear on the Financial Services Register under firm reference number 190293. We are approved as an account manager under the Regulations (reference Z1520).

**1.3** The underlying Funds that you invest in through your T. Bailey ISA are also managed by T. Bailey.

## 2. Opening an ISA

**2.1** Subject to any right you may have to cancel (see clause 3 below), your T. Bailey ISA will come into force once we have received and accepted your Application Pack and valid subscription.

**2.2** We are not obliged to accept any application.

**2.3** Only individuals who meet certain eligibility restrictions under the Regulations will be able to open an ISA. To be eligible, you must: (i) be at least 18 years old; (ii) not have subscribed to another stocks and shares ISA during the relevant Tax Year, other



than an APS; and (iii) be resident in the UK or meet certain other residency requirements specified by the Regulations.

**2.4** Guidance to help you determine whether you are UK resident is available at <https://www.gov.uk/government/publications/rdr3-statutory-residence-test-srt>.

**2.5** We will manage your T. Bailey ISA in accordance with your instructions as set out in your completed Application Pack, or any subsequent instructions you may provide in accordance with clause 27, and in accordance with the Regulations.

**2.6** If we receive your completed Application Pack prior to the Tax Year to which it relates, we cannot invest your monies until the start of the following Tax Year. In these circumstances, your subscription monies will be held in a non-interest bearing client account in accordance with clause 11.

**2.7** If, during a Tax Year, you notify us of a change of your address and do not at the same time provide to us a declaration of your UK residency for tax purposes, we will: (i) ask you to confirm your UK residency status; (ii) place a future dated restriction on your T. Bailey ISA account to prevent you from making a lump sum investment in the next Tax Year; and (iii) if applicable, add an end date to your Direct Debit form to prevent Direct Debit collections during that subsequent Tax Year.

**2.8** If you declare to us during a Tax Year that you are not UK resident, we will, in accordance with the applicable law, remove all subscriptions to your T. Bailey ISA made during that Tax Year and (if applicable) other relevant Tax Years. We will not reinstate any subscriptions that we have removed in this way if you later establish that you were a UK resident. This may result in us closing your T. Bailey ISA in accordance with clause 18 below.

**2.9** You will be classed as a retail client of T. Bailey for regulatory purposes. This means you will be provided with the highest level of protection under the FCA Handbook.

**2.10** We will communicate with you in English in connection with your T. Bailey ISA.

### **3. Cancellation Rights**

**3.1** You may have the right to cancel your investment in your T. Bailey ISA. If you have the right to cancel, we will send you a cancellation notice. You will have the right to cancel for a period of 14 days from the date on which you are deemed to have received the cancellation notice in accordance with clause 27.5.

**3.2** You will be sent a cancellation notice with your purchase contract note. If you then decide to cancel you should return the completed cancellation notice.

**3.3** You may not receive back the full amount of your investment in your T. Bailey ISA. If the value of your Units has fallen between the date you invested and the date we receive notice to cancel, you will receive back the amount you invested, reduced by the fall in value of the relevant Fund.

**3.4** Where an investment in your T. Bailey ISA is cancelled within 14 days of receipt of a cancellation notice, the cancelled subscription does not count as a subscription to an ISA. Where a subscription is cancelled after the end of that period, the cancelled subscription does count as a subscription to an ISA. In these circumstances, you would not be permitted to subscribe to another stocks and shares ISA during that Tax Year.

### **4. Subscribing to your ISA**

**4.1** Payments into your T. Bailey ISA may only be made in cash.

**4.2** Subscriptions to your T. Bailey ISA must not exceed the Annual ISA Allowance during any Tax Year. When you have used your full Annual ISA Allowance during a Tax Year, you cannot make further subscriptions during that Tax Year. This includes replacing any money which you have withdrawn.

**4.3** Payments into your T. Bailey ISA must be made using your own money. For your protection, we have the right to satisfy ourselves that payments have been made using your own money.

**4.4** Monthly contributions to your T. Bailey ISA will be collected by Direct Debit. On receipt of your Application Pack and Direct Debit instructions, it may take 2 to 3 weeks to arrange the Direct Debit and therefore there may be an initial 1 month delay before the first debit is made. No Direct Debit collection will take place unless any applicable anti-money laundering or identity verification requirements referred to in the Prospectus have been met. Where the first monthly contribution is greater than 90 days from the date of acceptance of the Application Pack, we will require you to complete a new Direct Debit mandate prior to the start of the monthly contributions.

**4.5** If you wish to cancel or amend your Direct Debit, you must send us written instructions to do so at least 5 business days before the next collection date.

**4.6** Provided that at least £1,000 continues to be invested in your T. Bailey ISA, you may suspend your monthly contributions indefinitely. If at any time when payment is suspended the total value of the investments in your T. Bailey ISA is less than the lowest minimum holding level applicable to Units held through your T. Bailey ISA, we reserve the right to terminate your T. Bailey ISA in accordance with clause 18.

### **5. Subsequent Tax Years**

**5.1** Provided you continue to satisfy the residency requirements (see clause 2.3 above), we will continue to accept subscriptions into your T. Bailey ISA in subsequent Tax Years up to the Annual ISA Allowance without the need to complete a new Application Pack.

**5.2** If in any Tax Year no subscriptions are made to your T. Bailey ISA, you will need to complete a new Application Pack before you will be able to make further subscriptions.

### **6. Additional Permitted Subscriptions**

**6.1** You can make an APS into your T. Bailey ISA by completing the APS Form each time that you wish to make an APS.

**6.2** Subject to these Terms and the Regulations, you can make one or more APS. However, any APS made by you must not, in aggregate, exceed the APS Allowance and must be made within the Permitted Period.

**6.3** The Regulations prescribe the amount which can be invested as an APS. Any APS must not exceed the APS Allowance. If you send us a payment that exceeds the APS Allowance, we will return the whole amount to you by cheque without accepting any payment.

**6.4** We will only accept APS payments within the Permitted Period. We will not accept payments outwith this time. Please note if completion of the estate takes longer, we will need to see evidence of this to allow further APS payments.

### **7. Investment of Subscriptions**

**7.1** Subject to clause 7.2, we will invest subscriptions to your T. Bailey ISA in one or more Funds, in accordance with your written

instructions to us, provided such instructions are clear and valid and we are reasonably able to do so.

**7.2** We can refuse to carry out any instruction provided by you. Where we refuse to carry out your instructions, we will notify you in writing.

**7.3** We will invest your subscriptions at the first Valuation Point after we receive your subscription or the cash proceeds from your existing ISA manager, as the case may be.

**7.4** While we will give effect to your instructions in accordance with these Terms, we will not provide you with any investment advice or investment recommendations, nor will we assess the suitability for you of any investment made through your T. Bailey ISA.

**7.5** We will not retain cash within your T. Bailey ISA and shall apply all monies received to purchase Units in the appropriate Funds.

**7.6** All subscriptions that we receive which are not invested in the Fund(s) at the next Valuation Point will be held in a non-interest bearing client money bank account no later than the business day after they are received in accordance with clause 11.1.

**7.7** We will return any part of a subscription for your T. Bailey ISA that we reasonably believe to be in excess of the Annual ISA Allowance for the relevant Tax Year.

**7.8** If you make monthly contributions to your T. Bailey ISA, the amount of each monthly contribution, less any charges, will be invested in accordance with your instructions following the Direct Debit Collection Day, subject to the receipt of cleared funds by us.

## **8. Settlement**

**8.1** Settlement on termination or withdrawal from your T. Bailey ISA will usually take place no later than 4 business days following the Valuation Point following receipt of your instruction. Where a withdrawal is requested shortly after a subscription is made, and your T. Bailey ISA does not contain sufficient assets to satisfy that withdrawal request, we will make settlement of funds once assured of cleared funds in respect of that payment.

**8.2** All settlements are subject to reasonable verification of signature or instruction and the settlement amount will be held in accordance with clause 11.1 pending such verification.

**8.3** Settlement to a third party will only be made on death (see clause 19 below) or when transferring to another ISA manager (see clause 16 below). Third-party payments will only be made to individuals holding powers of attorney if they operate a client money account.

## **9. Ownership of Investments**

**9.1** Legal ownership of all investments in your T. Bailey ISA shall be registered in our name. You are the beneficial owner of all investments in your T. Bailey ISA.

**9.2** We or our appointed nominee will hold all documents evidencing title to investments in your T. Bailey ISA.

**9.3** You agree not to charge, pledge or use as security for a loan any investment in your T. Bailey ISA.

**9.4** We are not permitted to lend any investments in your T. Bailey ISA, documents of title or other property belonging to you to any third party, or to borrow money on your behalf, or to permit you to borrow money against the security of the investments in your T. Bailey ISA or documents of title.

## **10. Switching**

**10.1** You may switch your holdings to different Funds by instructing us in writing. Such switches shall be effected in accordance with the Regulations and the relevant Prospectus.

## **11. Client Money**

**11.1** We will protect cash held within your T. Bailey ISA under the Client Money Rules from when we receive your cash until we transfer it to you or we cease treating your cash as client money in accordance with these Terms and the FCA Handbook. As your cash will be held in accordance with the Client Money Rules, it will be protected in the unlikely event that we become insolvent.

**11.2** Cash which we hold on your behalf will be held together with money held on behalf of our other clients in one or more segregated pooled client money bank accounts in the UK with an authorised bank in accordance with the Client Money Rules. The bank will hold the cash in an account separate from any account used to hold money belonging to us in our own right. T. Bailey will not be responsible for any acts or omissions of the bank. If the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If the bank cannot repay all of its creditors, any shortfall may have to be shared pro-rata between them. In this situation, you may be eligible to claim under the FSCS (see clause 28 below).

**11.3** We may cease to treat cash held for you in a client money account as client money for the purposes of the Client Money Rules if:

**11.3.1** this is permitted by applicable law;

**11.3.2** we have held it for you for a period of not less than six years since the most recent movement on your T. Bailey ISA (other than any payment or receipt of interest, charges or similar items); and

**11.3.3** having taken all reasonable steps (as outlined in the FCA Handbook), we are unable to contact you.

In such circumstances, we may cease to treat such cash as client money and pay it away to a charity of our choice in accordance with the FCA Handbook.

**11.4** If we were to become insolvent, any cash not held in a client money account may be treated as our own funds and this may delay any return of cash to you. No interest is earned or paid on any balances held in a client money account in accordance with clause 11.1.

**11.5** We unconditionally undertake that, where we have ceased to treat your cash as client money and paid it away in accordance with clause 11.3, we will promptly on your request pay to you a sum equal to the cash paid to charity, unless the aggregate value of the cash paid away was £25 or less.

## **12. Reports**

**12.1** We will provide you with a report twice yearly with details of the number and value of investments held within your T. Bailey ISA, and details of all transactions undertaken within the T. Bailey ISA during the preceding 6 months. The applicable reporting dates in respect of each Fund are set out in the SID. The statements will be posted within 25 business days of the relevant date and will not include any measure of the performance of the investments in your T. Bailey ISA.

**12.2** If you request in writing, we will arrange for you to receive a copy of the annual report and accounts issued to Unit holders in the Funds held within your T. Bailey ISA. The reporting dates in respect of each Fund are set out in SID.

**12.3** If you request in writing, we will arrange for you to (i) exercise the rights of a Unit holder in the Fund(s) to attend meetings; (ii) to exercise voting rights at those meetings; and (iii)



to receive any other information generally received by Unitholders in the Funds.

### **13. Income**

**13.1** We will collect all distributions payable by the Funds as soon as practicable. Any distributions of income due to you will be paid or applied as detailed in the Prospectus.

**13.2** Any distributions of income paid to you may be paid gross of tax at the relevant Fund's income allocation date.

### **14. Charges**

**14.1** We are entitled to charge for our services as the operator of the Funds. The details of the current charges are detailed in the Prospectus. T. Bailey does not charge additional fees for managing your T. Bailey ISA.

**14.2** Other taxes or costs may exist that are not paid through or imposed by T. Bailey. When effecting transactions with or for you, we may have a material interest in a transaction or a conflict of interest may arise. Nevertheless, we have the right to effect such transactions without prior notice to you but, in doing so, will not allow any such interest or conflict to stand in the way of achieving fair treatment and best execution for you within the investment powers set out in clause 29 of these Terms. We shall not be liable to account to you for any profit or benefit arising as a result of any such transaction. We will ensure fair treatment for you under the rules of the FCA by disclosing and managing any material interest or conflict of interest.

### **15. Transferring into a T. Bailey ISA**

**15.1** You may apply to transfer the cash value of an existing ISA managed by another ISA manager to a T. Bailey ISA by completing an ISA Transfer Instruction Form, available from [www.tbaileys.co.uk/funds](http://www.tbaileys.co.uk/funds).

**15.2** Subject to clause 15.3, we will accept your application under clause 15.1 on receipt provided that you meet the requirements of these Terms and the Regulations. We will then arrange for the transfer to take place on your behalf.

**15.3** We reserve the right not to accept a transfer application.

**15.4** After we receive the cash proceeds of your existing ISA from your previous ISA manager, we will generally invest such cash in the Funds at the next Valuation Point in accordance with clause 7.

**15.5** Once your ISA has been transferred it shall be subject to these Terms.

**15.6** Any monies received by T. Bailey from your previous ISA manager subsequent to the transfer representing dividends etc. will be invested into the relevant T. Bailey ISA if it is above £25. In the case that the monies received are less than this amount T. Bailey may return the monies to your previous ISA manager and ask that the monies are forwarded directly to you.

### **16. Transferring from a T. Bailey ISA**

**16.1** You may at any time require that the whole or part (subject to clause 16.5 and 16.6 below) of your T. Bailey ISA be transferred to another ISA manager who confirms that they agree to accept the transfer and who is approved in accordance with the Regulations.

**16.2** We will effect a transfer instructed by you under clause 16.1 within the time specified by you in your transfer instruction, subject to any reasonable business period we require for the practical

implementation of your instructions. In any event, we will transfer the proceeds to your new ISA manager within 30 days of receiving your instructions. If dealings in a Fund in which you are invested have been suspended in accordance with COLL 7.2, this 30 day period may be extended to 7 days after the suspension ends.

**16.3** In order to effect the transfer we will normally sell the Units held in your T. Bailey ISA at the next available opportunity following receipt of the transfer instruction from your new ISA manager and transfer the proceeds and any uninvested cash in your T. Bailey ISA to your new ISA manager within 4 business days following such sale.

**16.4** ISA transfers from a stocks and shares ISA can be transferred to another stocks and shares ISA or to other ISA types. Partial transfers are not permitted for investments made in the current Tax Year.

**16.5** In the event of a partial transfer, the minimum holding amount per Fund must be retained.

**16.6** Should you decide to transfer only part of your T. Bailey ISA, and the value of your T. Bailey ISA following such transfer is below the lowest minimum holding level applicable to Units that you hold through your T. Bailey ISA, we may terminate your T. Bailey ISA. The minimum holding levels in respect of Units in the Funds are set out in the Prospectus. In these circumstances we will notify you and give you the option of either transferring the remainder of your T. Bailey ISA to another ISA manager or of having the remaining investments in your T. Bailey ISA sold and the proceeds of the sale paid to you, and give you a reasonable time within which to respond. If you do not respond within that time we will sell the remaining investments in your T. Bailey ISA and pay the proceeds of the sale to you in accordance with these Terms.

**16.7** We may arrange for all or part of your T. Bailey ISA to be transferred to another ISA manager without your consent, where permitted by and in accordance with applicable law. We may do this in circumstances for example, but without limitation, if we decide to stop acting as an ISA manager. We will only transfer your T. Bailey ISA to another ISA manager in accordance with this clause 16.7 if we are satisfied that in doing so we are treating you fairly and in accordance with applicable law. We will always write to you before we transfer your T. Bailey ISA and you will have the opportunity to object, but please note that the only other options available may be for us to close your T. Bailey ISA (please see clause 18 below) or for you to transfer your T. Bailey ISA to another ISA manager selected by you.

**16.8** Where we arrange a transfer in accordance with clause 16.7 above, we may also transfer any of your cash that we hold in accordance with clause 11.1 to that ISA manager without your prior consent. Where we make such a transfer:

**16.8.1** we will ensure that the new ISA manager is obliged to return any balance of client money to you as soon as practicable on your request; and

**16.8.2** for sums of more than £25, we will either: (i) ensure that any ISA manager to which we transfer your cash in accordance with clause 16.8 will hold your cash for you in accordance with the Client Money Rules; or (ii) satisfy ourselves, exercising all due skill, care and diligence, that the new ISA manager has adequate measures in place to protect your cash.

**16.9** Following receipt of your notice, any investments in your T. Bailey ISA will be sold so that the proceeds may be transferred to your new ISA manager in cash.

**16.10** The timing of the realisation of your investments in your T. Bailey ISA and any rise in the markets whilst the ISA transfer is pending may result in loss that is outside our control.

**16.11** Any monies due to you that we receive subsequent to the transfer in connection with your investments in the Funds, for example dividends, will be forwarded to you.

**16.12** You cannot cancel a transfer of your APS Allowance where the transfer is complete (for example, where you have begun to make payments towards your APS Allowance). You may ask to cancel a transfer of your APS Allowance while it is in the process of being transferred, however, this is subject to the agreement and willingness of the respective ISA managers.

**16.13** If you cancel an investment in your T. Bailey ISA within the 14 day cancellation period (see clause 3.4 above) and had already elected to transfer your APS Allowance to us, you would not be able to transfer your APS Allowance elsewhere. Any subscriptions made to your APS Allowance can be transferred to another ISA provider under the normal ISA transfer rules.

**16.14** If you transfer your T. Bailey ISA to another ISA manager, any unused APS Allowance does not transfer and will remain with us.

## **17. Termination and Withdrawal by You**

**17.1** You may at any time, by notice in writing to us, either terminate, or instruct a withdrawal from, your T. Bailey ISA.

**17.2** In the event of the termination or withdrawal by you, we shall make or cause to be made such payments as you may reasonably direct in writing, or as may be required to give effect to such directions, within the time stipulated by you, but subject to any reasonable business period we require for the practical implementation of your instructions. In any event, we will transfer the proceeds to you within 30 days of receiving instructions, subject to any reasonable retentions or deductions which we may be entitled or required to make for any purpose, including recovery of our properly incurred expenses. If dealings in a Fund in which you are invested have been suspended in accordance with COLL 7.2, this 30 day period may be extended to 7 days after the suspension ends.

**17.3** Payment will be made by cheque or bank transfer (CHAPS or BACS), for which there may be a charge. We reserve the right to determine how such payments will be made. We will not issue payments to third parties, save to financial institutions which have the authority to hold client money.

**17.4** Where a partial withdrawal is made by you, any minimum holding in a Fund must be retained. The minimum amounts which you are able to invest in the Funds are set out in the relevant Prospectus.

**17.5** Investments will be sold at the price calculated at the next Valuation Point following receipt of your notice to withdraw or terminate.

**17.6** If you close your T. Bailey ISA before you use your APS Allowance in full, you can invest the remaining balance of the APS Allowance with us in a new ISA provided you are still within the Permitted Period.

## **18. Termination by Us**

**18.1** We may terminate your T. Bailey ISA on giving you at least 30 days' prior written notice.

**18.2** We are entitled to terminate your T. Bailey ISA immediately upon providing written notice to you in the following circumstances:

**18.2.1** if we consider that we are unable to administer the T. Bailey ISA in accordance with the Regulations; or

**18.2.2** if the T. Bailey ISA is made void as a result of a breach of the Regulations.

**18.3** When your T. Bailey ISA is terminated we will arrange for your investments to be sold at the next Valuation Point and for the cash proceeds to be sent to you.

**18.4** Termination of an ISA will be without prejudice to the completion of incomplete transactions undertaken as part of that ISA.

## **19. Death**

**19.1** If you die on or before 5 April 2018, the tax advantages applicable to your T. Bailey ISA will cease on the date of your death.

**19.2** If you die on or after 6 April 2018, the tax advantages applicable to your T. Bailey ISA shall continue until the end of the Continuing Account Period.

**19.3** Following your death, we will accept instructions from your legally appointed personal representative on receipt of a death certificate or equivalent, and/or a grant of probate or letters of administration, and such other information and documentation as we may reasonably require.

**19.4** Any tax credits accruing to your T. Bailey ISA after the date referred to in clause 19.1 or 19.2 (as applicable) will be repaid to HM Revenue & Customs.

**19.5** These Terms will continue to bind your personal representatives.

**19.6** Subject to applicable law, an eligible spouse or civil partner of a deceased ISA investor may be able to make an APS. The APS will not count towards their Annual ISA Allowance for the relevant Tax Year.

## **20. Void and Invalid ISAs**

**20.1** Your T. Bailey ISA will terminate automatically if it is made or will become void under the Regulations by reason of any failure to satisfy the Regulations. We will notify you in writing should this occur.

## **21. Intermediaries**

**21.1** In respect of ISA transactions undertaken through an Intermediary, that Intermediary will be treated as acting on your behalf as your agent. Relevant contract notes and confirmations will be copied to the Intermediary.

**21.2** You are only able to have one Intermediary allocated to your T. Bailey ISA. You should notify us in writing if you change your Intermediary.

## **22. Liability**

**22.1** We shall exercise all reasonable care and skill in the management of your T. Bailey ISA.

**22.2** Subject to the Regulations and to applicable law, we shall not be liable to you for any costs, claims, demands, losses or expenses suffered by or arising from any depreciation in the value of your T. Bailey ISA, or for acts or omissions by us or of any third party whether or not that third party is acting as our agent except in so far as the same arises as a result of negligence or wilful default.

**22.3** We accept no responsibility for any loss or delay caused in the transfer of payment to us of any monies to be invested in your T. Bailey ISA.

## 23. Delegation

**23.1** We may delegate any of our functions or responsibilities arising under these Terms to a third party that we are satisfied is competent to perform those functions or responsibilities.

## 24. Data Protection

**24.1** We process all personal information in line with data protection laws applicable in the UK (the "Data Protection Laws"). For the purposes of Data Protection Laws, the data controller is T. Bailey Fund Services Limited.

**24.2** The personal information we collect, hold and process about you comes from the way you engage and interact with us (such as by filling in forms, in applications, when you request any products or services, or if you contact us by post, email, telephone, in person or by any other means). Some of the information we collect from you is needed by us in order to provide our services to you. We may also receive information about you from your Intermediary, other T. Bailey group companies, third parties who provide services to us.

**24.3** This information may include your name, address, email address, phone number and the T. Bailey products and services you use. You are not obliged to supply any of the personal information that we may request. However, failure to do so may result in us not being able to act on your instructions or provide our services to you or may result in us having to report you to a competent authority such as HM Revenue and Customs.

**24.4** We will hold your personal information only for as long as is necessary to carry out the data processing purposes stated below, unless we need to keep your personal information beyond this time for such periods as required by legal and regulatory requirements. If you would like further details as to how long we will keep your data for, please contact us using the details in clause 24.11.

**24.5** The personal information that you provide to us will be used for a number of purposes, including: to comply with legal and regulatory requirements; to manage and administer your investments; to identify you when you contact us; to contact you with changes to T. Bailey products; and/or for internal analysis and reports. You undertake to inform us immediately of any change in your personal information, the information given in respect of your T. Bailey ISA or if any of the declarations in the Application Pack are no longer true. Should you notify us of such changes, we will notify any of the third parties mentioned in clause 24.8 (if we have disclosed your personal information to them) of these changes, to ensure your records are rectified and remain accurate.

**24.6** We rely on the following legal bases to process and use your personal information:

**24.6.1** processing is necessary for the performance of the services we provide to you under the Terms;

**24.6.2** processing is necessary for the purposes of our legitimate business interests, further details of which can be found in our privacy policy at [www.tbaileyfs.co.uk/privacy-policy](http://www.tbaileyfs.co.uk/privacy-policy); and

**24.6.3** processing is necessary for compliance with a legal obligation.

**24.7** In addition to face to face meetings, we may communicate with you by post, telephone, email and other digital means such as through the internet and mobile applications installed on mobile devices.

**24.8** We may share your personal data with your Intermediary (unless you have otherwise notified us in writing), the Investment Manager, other organisations to comply with legal and regulatory requirements, other members of the T. Bailey group of companies to be used for the purposes described in 24.6 above, and with credit reference agencies.

**24.9** Your personal information may be transferred to or accessed from other countries (including those outside the European Economic Area) and processed for us in those countries on the basis that anyone we pass it to will provide a level of protection equivalent to the Data Protection Laws. Such information may be accessed by local law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. Further details as to where your data may be transferred and the basis for such transfers can be found at [www.tbaileyfs.co.uk/privacy-policy](http://www.tbaileyfs.co.uk/privacy-policy).

**24.10** Under Data Protection Laws you have a number of rights in relation to how your personal information is held and used by us. Details of these rights are set out in our privacy policy which can be found at [www.tbaileyfs.co.uk/privacy-policy](http://www.tbaileyfs.co.uk/privacy-policy).

**24.11** If you have any questions relating to how we hold and use your personal information or would like to talk to someone about access to your personal information or make a complaint about how we've handled your information, please contact us at [clientservices@tbailey.co.uk](mailto:clientservices@tbailey.co.uk) or 64 St. James's Street, Nottingham, NG1 6FJ.

## 25. Anti Money Laundering

**25.1** We are required by applicable law to verify your identity when we provide our services to you.

**25.2** By entering into these Terms, you agree to promptly provide such information and documentation as we may reasonably require from time to time to verify your identity for these purposes.

**25.3** Until we receive satisfactory evidence of identity we may decline to give effect to your instructions, including (but not limited to) processing any payments which may be due to you.

## 26. Tax Reclaims

**26.1** You authorise us to apply to HM Revenue & Customs on your behalf to make all appropriate claims of repayment of, or credit against, tax in respect of Units held under your T. Bailey ISA and income arising therefrom. For this purpose, you authorise us to provide HM Revenue & Customs with all relevant particulars and certificates as may be requested under the Regulations.

## 27. Instructions and Notices

**27.1** Any instructions or notices from you to us must be in writing, signed by you and sent to us at the address specified in the attached Application Pack.

**27.2** We are entitled at our discretion, to treat as valid instructions given by you or on your behalf even if the instruction is not in writing.

**27.3** Save in the case of wilful wrongdoing or negligence of our employees or agents, we will not accept any liability and are entitled to treat as valid any instruction given to us as a result of the negligence or wrongdoing of another person.

**27.4** Instructions received will not be acknowledged by us unless we are specifically requested to give such acknowledgement. You will be sent contract notes in respect of transactions for your T. Bailey ISA within 1 business day after such transactions take place.

**27.5** Any document, cheque or notice sent to you in accordance with these Terms will be sent to the address last notified to us. It will be deemed received on the second business day after posting and service will be sufficiently proved if there is evidence that the envelope containing the document was properly addressed, stamped and posted.

**27.6** We or our agents may contact you by telephone to obtain instructions in relation to your T. Bailey ISA. Telephone calls may be recorded.

## **28. Complaints and Compensation**

**28.1** Any complaints in relation to your investments and their operation should be sent to us and marked for the attention of the Compliance Officer. If you do not receive a satisfactory final response, you may refer your complaint to the Financial Ombudsman Service (details are published in the Prospectus). Making a complaint will not affect your rights to take legal proceedings.

**28.2** In the event that we are unable to meet our financial liabilities to you, you may be entitled to compensation under the FSCS. This depends on the type of business and the circumstances of the claim. For most types of investment business, the maximum compensation is £50,000 per person per claim. Further information about compensation arrangements is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 4100.

## **29. Best Execution**

**29.1** The Investment Manager will be responsible for executing purchases and sales of underlying Fund investments. Such transactions may only be executed by the Investment Manager in accordance with the requirements of the FCA Handbook on best execution and the Investment Manager is obliged to comply with these rules. Further details of the Investment Manager's best execution policy are available on request.

## **30. Conflicts of interest**

**30.1** A conflict of interest can arise either between our interests and your interests, or between the different interests of several of our clients. Our approach is always to endeavour to prevent conflicts occurring and ensure that you are treated fairly at all times, in accordance with the FCA Handbook. With this in mind we have implemented a "Conflicts of Interest Policy" which is designed to prevent, detect and manage any conflict which may arise.

**30.2** In the unlikely event that a conflict of interest does arise in which we reasonably believe that there is a risk of damage to your interests which cannot be averted by the measures implemented in accordance with our Conflicts of Interest Policy, we will notify you of any such conflict as required by the FCA Handbook.

**30.3** We monitor conflicts of interest on an ongoing basis. We are obliged to maintain a record of any conflicts of interest which arise or may arise in the course of our business activities. Further details concerning our Conflicts of Interest Policy are available on request.

## **31. Alteration to Terms**

**31.1** If we have a valid reason for doing so, we may change these Terms by giving you at least 30 days' written notice before the change comes into effect.

**31.2** For the purposes of clause 31.1, a "valid reason" is one or more of the following reasons:

**31.2.1** to reflect changes in or to better comply with applicable law, the Regulations, the FCA Handbook or any industry guidance or code of practice which we consider relevant to these Terms or your T. Bailey ISA;

**31.2.2** to give effect to a ruling, decision, recommendation or order of a court, tribunal, ombudsman or governmental or regulatory body with jurisdiction over these Terms or your T. Bailey ISA;

**31.2.3** to reflect changes in the way we provide our services or the way we operate, including the introduction of new products, services or technologies;

**31.2.4** to reflect legitimate increases or reductions in our costs associated with providing your T. Bailey ISA;

**31.2.5** to make these Terms fairer or more advantageous to you; and

**31.2.6** to make these Terms clearer or to correct mistakes.

**31.3** If you do not wish to accept a change to these Terms that we notify to you, you may terminate or transfer your T. Bailey ISA without charge or penalty by providing us with the appropriate instruction within 30 days of the date of our notice to you. Any such termination or transfer shall be in accordance with the applicable provisions of these Terms. If you do not terminate or transfer your T. Bailey ISA within 30 days, you will be deemed to have accepted the relevant change.

## **32. Governing law**

**32.1** These Terms are governed by the Laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

**32.2** No person who is not a party to these Terms shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

# JISA Supplementary Terms and Conditions

The terms and conditions below (the "Supplementary JISA Terms") relate to our JISAs and should be read in conjunction with the ISA terms and conditions. Whilst many references in the Terms to a ISA can generally be read as applying equally to a JISA, JISA investors should also read the Supplementary JISA Terms and where the information is different (e.g. annual investment limits) the Supplementary JISA Terms take precedence in respect of JISAs.

## Definitions

"*Annual JISA Allowance*" means the maximum amount permitted by applicable law that you are allowed to invest in a JISA during a Tax Year. The Annual JISA Allowance is set by the UK Government and is subject to change;

"*Child Trust Fund*" has the meaning given in section 1(2) of the Child Trust Funds Act 2004;

"*Eligible Child*" means a UK resident under the age of 18, who: (i) was born on or after 3 January 2011; or (ii) was born before that date but is not eligible for a Child Trust Fund and who otherwise satisfies the conditions for eligibility in the Regulations;

"*JISA*" means the Junior Individual Savings Account, set up under the Regulations and applied for by you;

"*JISA Application Pack*" means the application pack or transfer form to be completed by you when applying to open or invest in a JISA;

"*JISA Investor*" means the Eligible Child in whose name the JISA will be registered; and

"*Registered Contact*" means a person who is over 16, and is either the Eligible Child or an individual with parental responsibility for the Eligible Child. All correspondence in relation to the JISA will be sent to the Registered Contact.

## 1. Opening a JISA

**1.1** A JISA Application Pack can be completed by a Registered Contact on behalf of an Eligible Child or by the Eligible Child themselves if they are over 16.

**1.2** Subscriptions to a JISA are gifts and cannot be recovered if at a later date the subscriber changes their mind.

**1.3** Subscriptions can be made to a JISA by multiple individuals (i.e. not just the Registered Contact) provided the Annual JISA Allowance is not exceeded. The person subscribing need not be resident in the UK, nor do they need to be related to the Eligible Child. It is the responsibility of the Registered Contact to advise other donors that subscriptions are gifts and cannot be recovered. We are under no obligation to notify the Registered Contact of the identity of additional donors unless required by the Regulations.

**1.4** When opening a JISA we may rely on the declaration of eligibility given by the Registered Contact in the Application Pack. We may ask for proof and we reserve the right to refuse an application if the information given in the Application Pack is incomplete or if we believe that any information given in the Application Pack is incorrect.

## 2. Ownership of Investments

**2.1** All investments in your JISA are held jointly in our name and the name of the Eligible Child.

**2.2** The Eligible Child is the beneficial owner of all investments in the JISA.

## 3. Transferring to/ from a T. Bailey JISA

**3.1** On the instructions of the Registered Contact the JISA shall be transferred to another JISA manager, subject to clause 3.2.

**3.2** Stocks and shares JISAs can be transferred to another stocks and shares JISA or to a cash JISA. Cash JISAs can be transferred to another cash JISA or to a stocks and shares JISA.

**3.3** Subject to clause 3.4, we may accept transfers in to a T. Bailey JISA from a Child Trust Fund in accordance with Regulation 20A of the Child Trust Fund Regulations 2004.

**3.4** We may refuse to accept a transfer from any other JISA manager or Child Trust Fund.

**3.5** JISA transfers from one stocks and shares JISA to another stocks and shares JISA must be made in full as a JISA Investor may only hold one stocks and shares JISA at any time.

**3.6** Where a JISA transfer is made between JISA types, JISA subscriptions from previous Tax Years can be transferred in full or in part. JISA subscriptions from the current Tax Year must be transferred in full.

**3.7** A JISA account may not be transferred from one investor to another.

**3.8** We will process transfers under clause 3.1 within the time stipulated by the Registered Contact in the transfer instructions, subject to any reasonable business period we require for the practical implementation of the Registered Contact's instructions. In any event, we will transfer the proceeds to the new JISA manager within 30 days of receiving the Registered Contact's instructions. If dealings in a Fund in which you are invested have been suspended in accordance with rule 7.2 of the Collective Investment Schemes Sourcebook of the FCA Handbook, this 30 day period may be extended to 7 days after the suspension ends.

## 4. Income

**4.1** JISA investments will be made into accumulation rather than income Units.

## 5. Termination and Withdrawal

**5.1** In all circumstances other than death or terminal illness of the Eligible Child, a JISA must run until the Eligible Child's 18th birthday, subject to clause 3.1 above. Where all of the investments in a JISA have been transferred in accordance with clause 3.1 or withdrawn in accordance with clause 5.5, we may close the remaining nil balance account.

**5.2** The JISA will automatically be converted to an ISA on the Eligible Child's 18<sup>th</sup> birthday. With effect on and from that date, these JISA Supplementary Terms shall cease to apply and the ISA shall be operated in accordance with the Terms.

**5.3** We will write to the Eligible Child requesting that they complete the Application Pack, including providing their National Insurance Number (if they have one) and making the standard ISA declaration and authority in accordance with the Regulations. Until the Application Pack has been completed and accepted by us, the Eligible Child will not be permitted to make any subscriptions to their T. Bailey ISA.

**5.4** Subject to clause 5.5, no withdrawals from the JISA shall be permitted until the Eligible Child reaches 18 and instructs us to

make such a withdrawal or on closure of the JISA in accordance with these Supplementary JISA Terms.

**5.5** Withdrawals may be made from the JISA:

**5.5.1** by us to settle any management charges and other incidental expenses which are due by or under the Terms or these Supplementary JISA Terms;

**5.5.2** in circumstances where the named child is terminally ill, subject to compliance with the Regulations; or

**5.5.3** upon the death of the Eligible Child in accordance with clause 6 below.

## **6. Termination on Death**

**6.1** Should the Eligible Child die before they reach their 18<sup>th</sup> birthday, the JISA will close and the investments held in the JISA will become part of the Eligible Child's estate.

**6.2** Before the JISA can be closed, such proof of the death of the Eligible Child must be provided as we may reasonably require.

**6.3** With effect on and from the date of death of the Eligible Child:

**6.3.1** any subscriptions made after that date are not valid subscriptions to the JISA; and

**6.3.2** any income or gains arising in respect of the investments held in the JISA arising after that date are not exempt from tax.

## **7. Registered Contact**

**7.1** Contract notes, statements, reports and accounts and all other account correspondence in relation to the JISA will be sent to the Registered Contact until such time as the Eligible Child reaches 18, unless the Eligible Child has requested to become the Registered Contact in accordance with clause 7.5, or we have accepted a JISA Application Pack from an Eligible Child over the age of 16, in which case we will send all correspondence to the Eligible Child who will also be the Registered Contact.

**7.2** We shall only accept instructions concerning the management of the JISA from the Registered Contact (in certain circumstances this may also be the Eligible Child, see clause 7.1).

**7.3** There can only be one Registered Contact for an account at any time.

**7.4** The role of Registered Contact can be passed to another person with parental responsibility. In most circumstances Registered Contact status can only be passed with the consent of the existing Registered Contact. See clauses 7.9 to 7.10.

**7.5** Providing the Eligible Child has reached the age of 16, and subject to the Regulations, they may apply to become the Registered Contact in respect of the JISA.

**7.6** An application under clause 7.5 does not require the consent of the existing Registered Contact, subject to the Regulations.

**7.7** Once the Eligible Child has assumed Registered Contact status this cannot be passed on to another person other than where permitted by the Regulations.

**7.8** We may refuse an application to become the Registered Contact which is in our reasonable opinion incorrect or incomplete or where we reasonably consider that we are unable to accept such an application in accordance with the Regulations.

**7.9** An application to be Registered Contact must contain the applicant's title (if any), first name, surname and middle initials, the applicant's address, including postcode, the child's title (if any), first name, surname and middle initials, the child's address, including postcode, the child's date of birth and the child's National Insurance Number (if they are aged over 16 and they have one). Applicants for Registered Contact status must also make certain

declarations in line with those made by the original Registered Contact in the JISA Application Pack. We will write to applicants outlining these declarations at the time the application is made.

**7.10** Subject to clauses 7.6 and 7.11, a change in Registered Contact to someone who is not the Eligible Child will not normally be made unless consent of the existing Registered Contact has been obtained.

**7.11** Consent of the existing Registered Contact is not needed in the following additional cases:

**7.11.1** On the death or incapacity of the existing Registered Contact;

**7.11.2** Where the existing Registered Contact cannot be contacted;

**7.11.3** The bringing to an end of a court order under which the Registered Contact is a responsible person for the purposes of the Regulations;

**7.11.4** Where the applicant Registered Contact has been appointed by a Court to be a guardian or a special guardian of the Eligible Child;

**7.11.5** Where a Court so orders; or

**7.11.6** Where the applicant Registered Contact has adopted the Eligible Child under an adoption order.

In such cases, the Registered Contact shall provide such information and documentation as we may reasonably require in order to satisfy ourselves that the consent of the existing Registered Contact is not required.

**7.12** A JISA account cannot be operated under a Power of Attorney for the Registered Contact.

**7.13** If we are contacted by a person wishing to become the Registered Contact for a JISA and that person asks us for details of the existing Registered Contact, we are under no obligation to release this information.

**7.14** Where an adoptive parent tells us that they want to become the Registered Contact, we would not give details of the existing Registered Contact or seek the agreement of the existing Registered Contact to the change. Once we are satisfied that the applicant has adopted the child, we would update our systems to ensure all correspondence only goes to the correct contact.