



**Hedley**  
& Company  
STOCKBROKERS LTD

# **Terms of Business for Retail Clients**

Hedley & Company Stockbrokers Limited

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**Authorised and Regulated by the Financial Conduct Authority number 471207**

**Member of the London Stock Exchange**



## Please read the whole of this document carefully

In this document Hedley & Company Stockbrokers Limited are referred to as "we", "us" or, "our". "You" means you, our customer/client, to whom we have agreed to provide services under these Terms of Business or, in the event of your death, your personal representatives or, in the event of the death of any joint customers account, the survivor or survivors of such an account;

Descriptions of the services we will supply to you are set out in the accompanying Risk, Services and Charges booklet, you agree to pay us, the fees, commissions and charges therein. Please complete, sign and return the accompanying Retail Client Information & Agreement Form. Together with this document, our Risk, Services and Charges booklet and our Retail Client Information & Agreement Form constitutes a legal binding agreement between us. Your signature(s) is/are our evidence that you wish to use the services we offer and agree to be bound by our terms of business. If you do not sign and return the completed Retail Client Information & Agreement Form, we will not be able to advise you or deal on your behalf. This documentation should be retained by you for future reference. If there is anything in it you do not understand, or you are unwilling to agree, please contact us as soon as possible. Please note that any changes or updates to these terms and conditions will be published on our website ([www.hedleyandco.co.uk](http://www.hedleyandco.co.uk)) and a version will be made available to you upon request.

We are required by the FCA to assess the suitability of the financial instruments which we may recommend to you in order to ensure we are acting in your best interests. Where you elect to take our Advisor Managed service, we will issue a suitability report on each occasion where we provide investment advice, be that a recommendation to buy, sell or take no action in respect of your portfolio.

We will classify you as a "Retail Client" under the Financial Conduct Authority "FCA" rules. You have the right to request a different classification such as "professional client" – however if you do so and we agree to such classification, you will lose protections afforded by certain FCA rules and you will need to sign a different agreement.

## **SECTION 1 - GENERAL TERMS**

### **1. BACKGROUND**

This Agreement constitutes the entire agreement between us relating to the subject matter and supersedes any previous agreement between you and us on the same subject matter.

In entering into this Agreement, you may not rely on any representation, warranty, collated contract or other assurances save expressly set out herein (or in any individual situation or contract for the provision of specific services entered into here under) made by or on behalf of Hedley & Company Stockbrokers Ltd (or its agents, employees or associates) and you will waive all rights, and remedies which, but for this paragraph might otherwise be available to you in respect of any such warranties, representations, contracts or other assurances, provided that nothing in this paragraph shall exclude liability for our fraud. The provisions of this Agreement shall be enforceable by both parties hereto alone and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to that extent.

We will be acting as your agent. This means that we will be dealing with your account on your behalf and in accordance with these terms.

You accept that we give no undertaking that access will always be available by telephone or any means of electronic communication during normal operating hours, (8am to 4:45pm Monday to Friday (except bank holidays)) though we shall use all reasonable endeavours to ensure it is.

All communications between us shall be in English

Where you are able to view your account details online, all documentation relating to your account will be made available in an electronic format in the first instance. Hard copies are available upon request.

The Retail Distribution Review (RDR); Hedley & Company Stockbrokers Limited offers RDR services on a 'Restricted' basis. A 'Restricted' basis is a term under the FCA's RDR that refers to the type of service we offer when offering advice on Retail Investment products. A retail investment product is broadly defined as being a collective investment scheme, investment trust, a life policy a personal pension scheme, a stake holder pension scheme, unregulated investment schemes and structured investment products.

As we do not advise on pensions or life assurance-based products, but rather on investments, our advice is termed 'Restricted'. Consequently, when we recommend a retail investment product our advice does not take into consideration all available retail investment products.

Minors may not use our services. Designated accounts may be held for them and must be operated by a person who is over 18 years

Nothing in these Terms will require us to take any action or prevent us from taking any action in a way that would involve a breach of our legal or regulatory obligations.

This agreement is subject to applicable laws and regulations so that if there is any conflict between these Terms and any applicable laws and regulations, the latter will prevail.

## 2. SCOPE OF SERVICES

The following services are available:

- (a) Discretionary Management
- (b) Advisory Management
- (c) Execution Only Dealing
- (d) Nominee & Custody Service

Such services will be limited to the provision of investment in:

- (i) shares in British or foreign companies;
- (ii) debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments including government, public agency, municipal and corporate issues;
- (iii) warrants to subscribe for investments falling within (i) & (ii) above\*;
- (iv) depository receipts or other similar types of instruments relating to investments falling within (i), (ii) or (iii) above;
- (v) authorised collective investment schemes;
- (vi) unregulated collective investment schemes;
- (vii) investments which are similar or related to those in (i) to (vi);
- (viii) qualifying Individual Savings Accounts (ISAs);
- (ix) options and futures\*; and
- (x) covered warrants\*;

*\*Only available after we are in possession of a Risk Warning Notice, which may contain additional terms, duly signed by you. Please note that, when dealing in investments listed at (v) above, you will not have the same rights of cancellation which you might be entitled to should you have dealt direct with the managers. We will not send a written copy of the Key Investor Information Document (KIID) from the Fund Manager, unless specifically requested. Any advice given by us on such investments will be, as above stated, on a restricted basis. These services shall commence upon our receipt of the Retail Client Information & Agreement Form, accepted by us, duly completed and signed by the party/parties to this agreement or such later date as you give us in order to enter into a transaction to buy or sell investments. If you fail to provide us with sufficient personal and financial information, we may not be able to provide you with certain services or provide any service to you.*

## 3. TRANSACTIONS

In order to help us ensure that we exercise our discretion, or provide advice and make recommendations which are suitable for you, we need to have a reasonable understanding of your personal circumstances and details of your investment objectives and attitude to risk. It is important that in addition to completing all of the relevant sections of our Retail Client Information & Agreement Form asking for information about your personal circumstances, you also complete the section concerning your investment objectives, attitude to risk and time horizon, for a guide to objectives and risk please see our Explanation of Risk, Services Description and Charge Booklet. Please list on the investment restrictions section of the Retail Client Information & Agreement Form any investment, or types of investment which you do not wish us to recommend or purchase for you.

Where applicable please state any limits to the extent of discretion you wish us to exercise. If you do not have any such restrictions or limits, we may recommend or purchase any category of investment listed in, 2. Scope of Services (above), where we have reasonable grounds to believe it will be suitable for you.

If your account with us is on an 'Execution Only' basis you understand that we will not advise you on the merits or suitability of any order given by you. Our only obligation will be to ensure that you have the necessary experience and knowledge to understand the risks involved in relation to a proposed transaction in a derivative or warrant in accordance with the rules and guidance of the FCA (FCA Rules). Our assessment of appropriateness will be based on the information you provide in the Retail Client Information & Agreement Form, Risk Warnings and any such information supplied by or amended by you from time to time.

We may accept information and orders given orally but may insist that your order or the information is given or confirmed in writing. Once an order has been accepted for immediate execution by us it may only be amended or withdrawn with our agreement. In respect of all orders communicated to us by email, we shall not be obliged to execute such orders unless or until you receive a message from us confirming receipt of the order (for the avoidance of doubt automatic communications confirming receipt of your email should not be taken as confirmation of receipt of the order).

We may (in our absolute discretion) decline to accept any order or instruction you may give or, having accepted it, refuse to act on it.

If you are a corporate Client or a Client appointing another person to give us instructions on your behalf it will be your responsibility to ensure only those with appropriate authority give information or instructions to us on your behalf. We will act on information or instructions given to us by anyone we reasonably believe is authorised on your behalf. If you have appointed someone to give instructions on your behalf you must tell us immediately if you terminate their power of attorney.

If we need your instructions, we will use all reasonable endeavours to contact you but if we are unable to do so or you fail to give us instructions when requested and we reasonably believe that your failure to give us instructions will result in our being exposed to financial loss or penalty we reserve the right to take any action we consider is appropriate to prevent or reduce such loss or penalty. If we do so we will pass on to you any costs, losses and expenses that may be incurred in our so doing as set out below under the heading DEFAULT (section 21).

We will normally execute orders in due turn as soon as reasonably practical after receipt. Unless you tell us otherwise you agree that if we are unable to execute your order in full immediately you agree that we may execute our own orders or the orders of other Clients whilst seeking to complete the execution of your order. Under the FCA rules we must take all reasonable steps to obtain the best possible result for you taking into account various factors. Our approach to this obligation is set out in our Order Execution Policy below.

Unless you tell us otherwise you agree that we may combine your order with our own orders and orders for other Clients when we reasonably believe that it will be to your advantage to do so. However, on occasions, aggregation may not work to your advantage and may result in you obtaining a less favourable price. If your order is aggregated it will be allocated between the Clients concerned in accordance with our allocation procedures.

All transactions we enter into for or with you will be subject to the rules and customs of the exchange or market on or through whose facilities the transaction is executed which in so far as may be necessary shall be deemed to be incorporated in and form part of these Terms of Business.

#### 4. SETTLEMENT OF TRANSACTIONS

Transaction notification is by the emailing of a contract note which is, whenever possible, sent to you no later than the first business day after the transaction except where you have invested in OEICs and Unit Trusts when contract notes will be issued within 5 business days.

You acknowledge that in settling transactions on your behalf through our custodian Platform Securities LLP, we are acting as agent on your behalf and that we will not be responsible for any default or failure on the part of the counterparty to a transaction or any depository or transfer agent and delivery or payment will be at your entire risk, except where the defaulting party has been appointed by us, through our Custodian. You will indemnify us to the fullest extent permitted by law in respect of any demand or claim arising out of any default by you under the terms of this agreement.

The contract note will contain all details of the transaction, if there are any details with which you disagree, you should contact us immediately. In any event, any discrepancies should be reported within 48 hours. If you have not received your contract note within two business days of placing the order as above OEICs and Unit Trusts excepted you should inform us at once and we will forward a duplicate note.

The settlement date of each transaction is agreed at the time of the deal and indicated on the contract note; this cannot be changed after the deal is completed.

Standard settlement for the purchase and sales of equities on the London Stock Exchange is currently T+2 (i.e. 2 business days after trade date). A longer settlement period can often be agreed at the time of dealing but may result in a price which is less favourable when compared with the prevailing market price.

Settlement for any deals transacted in Nominee Accounts (including ISAs) will usually result in the respective cash accounts being credited or debited automatically on the appropriate settlement date, unless settlement delays occur. You must ensure that sufficient cleared funds are available in your cash account to meet your settlement obligations.

You undertake to ensure that any relevant cash balances are delivered, transferred, or paid to us before the transaction and that all cash and investments held by, or transferred to us will be and remain free from any lien, charge or encumbrance of any nature whatsoever. For overdue accounts, we reserve the right to close the position immediately at current market price, and you will be liable for any shortfall.

For certificated sales, signed transfer forms and share certificates must have been delivered to and dematerialised by Hedley & Co before any sale can be affected.

For shares held in safe-custody in our nominee account, all settlement will be dealt with by us. You do not need to return any documents. Sales proceeds will be held in your nominee cash account, unless you request them to be paid out.

Where possible any purchases and sales due for settlement on the same day will be "netted off" against each other, unless instructed by you, with the remaining balance being paid or received by ourselves.



## 5. ORDER EXECUTION POLICY

Our execution policy applies to the receiving and transmitting of orders and/or their execution.

The venues we will use to execute these orders are;

- Regulated Markets;
- Multilateral Trading Facilities (a multilateral system operated by an investment firm or a market operator, which brings together multiple third party buying and selling interests in financial instruments-in the system and in accordance with its non-discretionary rules-in a way that results in a contract in accordance with the provisions of Title II of MiFID)
- Market Makers or other liquidity providers who are subject to appropriate regulation;
- Other FCA authorised firms and EU and non-EU institutions (for overseas instruments)

The execution factors that we will consider are price, size, costs, venue, financial instrument, likelihood of execution, speed of execution, settlement and any other factor we consider relevant to the order. We would normally consider price to be the most important factor, however in certain circumstances we will take into account the other factors giving them higher priority. If you provide us with specific instructions for the execution of the order, this may prevent us from obtaining the best result as per our policy.

You confirm your prior express consent to orders being executed outside of a regulated market or multilateral trading facility. We may place limit orders when managing your assets, and if we do so, you agree that we shall not be obliged to publish that limit order if it cannot be immediately executed under prevailing market conditions.

We will monitor compliance with our policy and keep the policy under review. We will notify you of any changes.

## 6. INDIRECT CLIENTS

You will be treated as our Client even when you are acting as an agent for others and have identified your principal to us. We will not treat such an identified principal(s) as our indirect Client(s) unless this is specifically agreed in writing between us.

You warrant that if and whenever you act as agent for another;

- (a) in doing so, you are expressly authorised by your principal to instruct us in accordance with these Terms of Business; and
- (b) your principal will be jointly and severally liable with you to us in respect of all obligations and liabilities to be performed in respect of these Terms of Business and any transactions entered into.

## 7. SHORT POSITIONS AND DEFERRED SETTLEMENT

We will not knowingly enter into transactions with or for you which will result in your having a short position (i.e. where a further transaction is necessary to fulfil your outstanding obligations to the market). We will only enter into a transaction which is for deferred settlement (i.e. beyond the normal market settlement date) when mutually agreed between us, you having notified us of your intention when giving us an order.

## 8. CONFLICTS OF INTEREST

You should be aware that when we, or some other connected person, execute an order you have given us we may have an interest, relationship or arrangement that is material in relation to the transaction or investment concerned, this could mean that when we execute an order with or for you;

- (a) we could be matching your transaction with that of another Client by acting on his behalf as well as yours;
- (b) we could be purchasing investments in circumstances in which we or some other connected person or an associated company are involved in a corporate event such as a new issue, rights issue, take-over or similar transaction concerning the investment; or
- (c) we could be purchasing and selling units in a collective investment scheme where we are, or an associate is the trustee, manager or adviser of the scheme.

In order to mitigate the risk of such conflicts of interest from constituting or giving rise to a material risk of damage to your interests, we have implemented a conflicts of interest policy ('the Conflicts Policy'). The purpose of the Conflicts Policy is to identify the circumstances which give rise to conflicts of interest and to document the procedures to be followed in order to manage such conflicts. These include arrangements relating to personal account dealing by our staff, remuneration and inducements. If a conflict of interest arises, we may bring it to your attention or we may (if not material) disregard it and seek to achieve the most suitable outcome for you or we may decline to act for you.

Our Conflicts of Interest Policy is available on our website [www.hedleyandco.co.uk](http://www.hedleyandco.co.uk).

## 9. RISKS YOU SHOULD CONSIDER WITH SOME INVESTMENTS

Some transactions require us to have a written warning notice signed by you before you transact, see Section 1 - Scope of Services.

Other risks you should consider are outlined in the accompanying Explanation of Risk, Services Description & Charges Booklet.

## 10. INFORMATION ABOUT YOU AND YOUR AUTHORITY

We are providing our services to you on the basis of the information you have given us (especially including any information you give us for our discretionary and/or advisory services as to your investment objectives, level of acceptable risk and investment restrictions). You warrant and represent to us that all information you have given us (including, if relevant, information relating to your experience and investment objectives) is full, complete, accurate, not misleading and is given with the intention that we will rely on it.

You must notify us as soon as possible of any change in any information you have supplied to us or of any fact or matter which may make any information you have given us incomplete, inaccurate, or misleading. Should you give us information which is incomplete, inaccurate, or misleading or you fail to notify us of any change in the information you have given us or that the information you have given us has become wrong, incomplete, inaccurate, or misleading: (a) we will not be responsible to you for any loss that may be incurred as a result of our relying on any wrong, incomplete, inaccurate, or misleading information; and (b) you will indemnify us against all or any liability, loss, damage, fines, penalties, claims, proceedings, charges, costs and expenses we may incur from relying on such information. If you have elected to use our Nominee & Custody Service, you hereby authorise us to transfer securities to and from your account as a consequence of transactions effected by you; also for the acceptance of offers, rights issues, capital reconstructions and all other matters the subject of this Agreement (authorised by you where necessary).

Third party payments and transfer or delivery of your securities to a third person can only be made in limited circumstances and will require your written authorisation. You warrant that you have all necessary powers, consents and authorities to enter into this Agreement which are binding on you and that all orders you give us are and will be binding on you. As a separate obligation each person signing this Agreement warrants the accuracy of this statement and will indemnify us against all and any cost, loss, liability or expense from our relying on the warranty now being given.

In the event of your legal incapacity, our relationship will terminate automatically upon receipt of written notice unless you have granted a Power of Attorney under which we can continue to act. We reserve the right to require proof of further details of your legal incapacity.

Where a Power of Attorney has been granted over your account, we will continue to administer the account in accordance with the attorney's instructions until such time as the Power of Attorney is revoked or until the time of your death.

## 11. INSTRUCTIONS

If you wish to authorise anyone else to give instructions on your behalf, please complete the Instructions section of the Retail Client Information & Agreement Form. This authorisation will not extend to our acceptance of instructions to make payment to, deliver any of your assets under our control to and/or for the account of a third party, or otherwise cause your assets to be used as collateral against any third-party liability save in the circumstances in Section 21; nor to cause any amendment(s) to the information you have provided to us for the administration of your account. For your protection it is essential for all such matters to be given to us by you the account holder. Should you so wish to empower anyone beyond the scope of these arrangements, you should contact your solicitor and arrange a Power of Attorney. Unless and until we are informed in writing that the Additional Authorisation given has been withdrawn any action taken by us in conforming to instructions given under such authority will be binding on you.

## 12. ADDITIONAL PROVISIONS FOR JOINT ACCOUNT HOLDERS

This applies where the account consists of more than one person, e.g. joint accounts, trustees, personal representatives, etc.

- (a) you shall be jointly and severally liable for the payment of all sums owing to us and for the performance of all obligations undertaken by you or on your behalf pursuant to this Agreement;
- (b) unless you otherwise authorise us, we will act upon instructions given by any one of you. Accordingly, if you wish to authorise us to act on instructions given in any other manner please give us the necessary instructions in the Instructions section of the Retail Client Information & Agreement Form or write separately with any instructions (e.g. if instructions must be from more than one person). Unless and until we receive written notice signed by all of you withdrawing or varying this authority, any action taken by us in complying with instructions given under such authority will be binding on the survivor(s) of you and upon the successors of the deceased party(ies);
- (c) in the event of the death of any of you, this Agreement will remain binding on the survivor(s) of you and upon the successors of the deceased party(ies). Unless joint account holders otherwise instruct us in writing, on the death of anyone of you, any assets we are holding will, following the registration of death, pass to the survivor(s);
- (d) notices, documents and payments will only be sent by us to the first named of you at his/her/ their address, or to such other recipient as you may jointly authorise;
- (e) where you are trustees of a trust or personal representatives of an estate, you undertake to give us notice forthwith of any change in the trustees or personal representatives. You confirm that you have taken legal advice and are satisfied that the trustees/personal representatives have all the necessary powers to enter into the arrangements contemplated by this agreement;
- (f) where you are personal representatives of an estate, this Agreement shall continue in force with you in your capacity as trustee(s) of the relevant Will Trust, following completion of the administration of the estate.



## 13. CHARGES

A copy of our current Explanation of Risk, Services Description and Charges Booklet accompanies these Terms of Business and any changes there to will be dealt with in accordance with Clause 25 -VARIATION. Our charges will be in accordance with our published rates in effect at the time the charges are incurred (subject to any variations expressly agreed with you).

You agree that we can deduct these charges from your account with us. In addition to our charges you will be responsible for payment of:

Stamp and other duties, taxes of whatsoever nature, impositions and fiscal charges (in each case wherever in the world imposed) brokerage clearing and settlement fees, transfer fees, registration fees and all other liabilities, charges, costs and expenses payable or incurred by us on your behalf;

Any applicable value added tax or similar charge. If we should enter into a transaction on your behalf using the London Stock Exchange SETS trading system or any other trading system which imposes any liability on us (in whatever capacity) we reserve the right to make additional charges to reflect the additional risk we are incurring. If you default in paying any amount when due, interest will be payable by you to Platform Securities at 5% over Barclays Bank PLC base rate from the due settlement date.

In addition to paying any commission and charges due to us you will reimburse us for any costs and expenses which we may incur which are directly attributable to you. These charges may include (without limitation) the costs of providing information to third parties (such as your accountants or auditors), valuations, or our involvement in legal proceedings brought by or against you.

## 14. CLEARING, SETTLEMENT, CUSTODY & CLIENT MONEY

### The Platform Securities Customer Terms and Conditions

Our relationship with Platform Securities LLP

We have entered into an agreement on behalf of ourselves and each of our customers with Platform Securities LLP ("Platform Securities") in which Platform Securities has agreed to provide settlement, custody and associated services (the "Platform Securities Agreement").

By accepting our terms of business you also accept Platform Securities Customer Terms and Conditions

Any investments you have purchased will, with the exception of ISA holdings, investments held overseas, the majority of holdings in collectives and bearer stocks, be registered in your name.

Where you have elected to use our Nominee & Custody Service, including for ISAs, your investments will be held in a nominee company controlled by Platform Securities or a third party chosen by Platform Securities.

The current Customer Terms and Conditions of Platform Securities (the "Customer Terms and Conditions") and the principal terms of the Platform Securities Agreement are set out below.

By acceptance of these Customer Terms and Conditions you agree that:

- We are authorised to enter into the Platform Securities Agreement on your behalf as your agent on the terms summarised below.
- Acceptance of these Customer Terms and Conditions will constitute the formation of a contract between you and us and also between you and Platform Securities.
- We are authorised to give instructions to Platform Securities and to agree any subsequent amendments to the Platform Securities Agreement on your behalf.
- Platform Securities is authorised to transfer cash or investments from your account to meet your settlement or other obligations to Platform Securities and the fees and charges that you have agreed to pay to us.

Under the Platform Securities Agreement you will remain a customer of ours but will also become a customer of Platform Securities for settlement and safe custody purposes only. We retain responsibility for compliance with the regulatory requirements regarding our operations and the supervision of your account. In particular, we remain responsible for approving the opening of accounts, anti-money laundering compliance, accepting and executing securities orders, assessing the suitability of transactions when we have a duty to do so, providing any investment advice to you and for our ongoing relationship with you. Platform Securities neither provides investment advice nor gives advice or offers any opinion regarding the suitability of any transaction or order.

You should direct all enquiries regarding your account to us and not to Platform Securities. Platform Securities will not accept instructions from you directly, but may correspond with you in respect of any queries or complaints about their service. Platform Securities reserves the right to refuse to hold any securities on your behalf in its custody and nominee service.

Joint account holders will be jointly and severally liable to Platform Securities and Platform Securities may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them.

Platform Securities LLP is authorised and regulated by the Financial Conduct Authority (FCA registered no. 214206).

A member of the London Stock Exchange. Registered office: Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP. The registered office of the Financial Conduct Authority (FCA) is 12 Endeavour Square, London E20 1JN.



## Liability and Indemnity

In accepting these Customer Terms and Conditions you agree to reimburse Platform Securities for any costs, losses, or expenses incurred by Platform Securities as a result of any breach by you of the provisions of these Customer Terms and Conditions or any failure to make delivery or payment when due. Platform Securities shall have no liability for any circumstance or failure resulting from any event or state of affairs beyond the reasonable control of Platform Securities including, without limitation, any failure of communication or computer systems or equipment or the suspension of trading by an exchange or clearing house. Platform Securities shall not be liable for loss arising other than as a result of its' breach of these Customer Terms and Conditions, its own negligence or wilful default or contravention of the FCA rules and, in any event, will not be liable for any indirect or consequential loss

## Governing Law and Jurisdiction

These arrangements are governed by and shall be construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

## Amendment

You accept that Platform Securities may change or add to any of the Customer Terms and Conditions by giving you reasonable notice which will usually be at least one calendar month. In the event of any variation or amendment of the agreement we will send you notice of the change or addition which shall include the date from which the change or addition shall be effective.

## Termination

These Customer Terms and Conditions may be terminated at any time by any party giving 28 days' written notice to the other party. Such termination will be without prejudice to the completion of transactions already initiated.

## Investor Compensation

Platform Securities participate in the Financial Services Compensation Scheme ('FSCS'), which, subject to certain exceptions, provides limited compensation in the event of Platform Securities being unable to meet its liabilities to you. This scheme currently covers eligible investors (as defined by the FCA) to a maximum of 100% of £85,000. Further information can be obtained from the FCA or the Financial Services Compensation Scheme.

## Complaints

All complaints should be directed in the first instance to our Compliance Officer. If however your complaint concerns an aspect of the service provided by Platform Securities, you may send a copy of your complaint directly to:

The Compliance Officer, Platform Securities LLP, Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP

Both we and Platform Securities will endeavour to resolve your complaint as quickly as possible.



## Data Protection and Confidentiality

Platform Securities are registered as data controllers under the Data Protection Act 1998.

Platform Securities may use, store or otherwise process personal information provided by you in connection with the provision of its services, administering your account or for purposes ancillary thereto.

The information Platform Securities hold about you is treated as confidential and will not be used for any purpose other than in connection with the provision of its services. Such information will only be disclosed in the following circumstances:

- Where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over Platform Securities
- To investigate or prevent fraud or other illegal activity
- To any third party in connection with the provision of services to you by Platform Securities
- For purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments
- At your request or with your consent

Platform Securities uses other persons or entities in the provision of its' services and it is sometimes necessary to share your personal data with those other persons or entities both within and outside the European Economic Area. Platform Securities is committed to maintaining the security of your data and will ensure that such other persons or entities are under appropriate contractual restrictions in respect of the security and use of that data. You agree that Platform Securities may transfer your data both within and outside the European Economic Area for the purposes identified above.

In accordance with Data Protection legislation, you are entitled, on payment of a prescribed fee, to a copy of the information Platform Securities hold about you. In the first instance, you should direct any such request to us. You should let us know if you think any information Platform Securities hold about you is inaccurate, so that we or Platform Securities may correct it. However, in accordance with legal and regulatory requirements, Platform Securities will retain your records for a minimum period of six years following the termination of any relationship between us. This period may be extended by law, regulatory requirement or agreement amongst us.

We cannot agree to a request to destroy or delete any record pertaining to you unless we or Platform Securities are required to do so by law or regulatory requirement.

## Conflicts of Interest

Platform Securities provides a wide range of services to both retail customers and companies engaged in a variety of activities on behalf of individuals and institutional customers, including the management of client assets, transacting of deals and the custody of assets. At times they may have interests which conflict with those of their customers. Conflicts may arise between their interests, their associates and employees and their customers and also between customers.

Platform Securities have in place a Conflicts of Interest Policy and procedures specifically designed to identify and manage such conflicts. These include organisational and administrative arrangements that are intended to restrict the flow of information and access to client data so as to protect the interests of customers and to ensure that the activities of employees are visible to senior management and are monitored. Further information on Platform Securities' Conflicts of Interest Policy is available on request. Platform Securities may place money held for your account with a bank or other financial institution (in accordance with the FCA rules) and earn interest and retain some of that interest from that bank or financial institution.

## Settlement

All transactions will be due for settlement in accordance with market requirements (as shown on the relevant contract note or advice). You (the client) undertake to ensure that Platform Securities (unless they already hold) receive all securities and any documents of title and/or transfer forms that are required to settle the bargain and/or any relevant cash balance are delivered, transferred or paid to Platform Securities (or to its order) and are received (and if applicable processed) before the contractual settlement date to enable Platform Securities to settle the bargain on the contractual settlement date.

If, when settlement of a transaction under this Agreement is due, there is insufficient cash in cleared funds in the cash account of the relevant Customer or securities due for delivery have not been transferred to Supplier if in dematerialised form or the relevant certificate or other document of title and any stock transfer form or other instrument of transfer properly executed has not been delivered to Supplier for the relevant Customer in sufficient time to enable Supplier to meet the settlement obligations from that account, it may nevertheless settle the transaction for the Client, although it is under no obligation to do so. If Supplier settles the transaction, the Client shall forthwith pay or transfer to Supplier, within such timescale as Supplier may specify, sufficient cash or, as the case may be, securities, to reimburse Supplier for any shortfall plus debit interest payable from the due date until payment to Supplier, at the rates set out in Schedule 3 of this Agreement on any sum overdue or otherwise due to Supplier. The Customer or, failing which, the Client shall also, on demand by Supplier, reimburse them for any commission charges payable, interest or other expenses they have incurred in settling the transaction prior to receiving such cash or securities including any administration charge made by Supplier.

If you fail to pay an amount due to Platform Securities, interest will be payable by you to Platform Securities at 5% over Barclays Bank PLC Base Rate from the due settlement date. This interest rate will be applicable to all debits arising on your account.

You acknowledge that in settling transactions on your behalf, Platform Securities is acting as agent on your behalf and that Platform Securities will not be responsible for any default or failure on the part of any counterparty to a transaction.

All currency exchange risk in respect of any transaction in overseas investments shall be borne by you. The default currency for accounts is Sterling (GBP) and transactions will be settled in GBP unless you give us a specific instruction otherwise. Platform Securities and any other parties involved in providing the currency exchange transaction to you may earn revenue. 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.

## Payment of Charges

Any money owed to us, Platform Securities, or agents used by us, as stated in the relevant contract advice note, or any other applicable charges, may be deducted from money held in your account by Platform Securities. For this reason, please note that Platform Securities reserve the right to retain your funds.

## Default Provisions

If you do not pay cash or deliver investments when due to meet any settlement obligations or if you fail to meet any other of your obligations to Platform Securities then please be aware that Platform Securities may exercise the rights set out in the remainder of these Default Provisions.

Platform Securities will be entitled to retain any cash or investments held on your account and will have no obligation to pay such cash or deliver any investments to you or any third party until you have paid any cash owing or delivered any investments due. Platform Securities may, without notice:

- (i) sell any investments held on your account and use the proceeds (after deduction of any costs incurred) or use any cash to eliminate or reduce any amount that you owe to Platform Securities. If the available cash or proceeds of selling investments is insufficient to cover your obligations to Platform Securities you will still owe the balance;
- (ii) close-out or reverse or cancel a transaction previously entered into;
- (iii) take or refrain from taking action that would or could eliminate or reduce any liability under a transaction previously entered into.

Where Platform Securities exercises its rights to use your cash or dispose of your investments under these default provisions it will have no further obligation to you or any third party in respect of that cash or those investments.

You agree that Platform Securities may, without notice, set off transfer or apply any cash or other obligations owed by Platform Securities to you in order to satisfy in whole or in part any debt or obligation owed from you to Platform Securities. This applies even if the obligations are in different currencies.

In exercising its rights under these Customer Terms and Conditions Platform Securities may convert currencies and carry out foreign exchange transactions at such rates and in such a manner as Platform Securities may reasonably decide. In those circumstances Platform Securities will be acting on its own behalf and, providing it has acted reasonably, it shall not be liable to you for the result obtained or the choice of investments sold.

These default provisions will apply until you have paid all cash or investments due to Platform Securities even if we or Platform Securities cease to provide services to you.

## Client Money

Your money will be held by Platform Securities as client money, in accordance with the rules of FCA, which among other things, require it to hold your money in a client bank account segregated from Platform Securities' own funds. Where Platform Securities holds your money in a client bank account it may be pooled with other customers of Platform Securities. This means that as part of a pool of money, you do not have a claim against a specific sum in a specific account; your claim is against the client money pool in general.

Client money may be placed in accounts with notice periods of, or on deposit for fixed terms of, up to 95 days. Platform Securities may place Client Money in notice or term deposit accounts in order to better spread the risk of default by the institutions they are held with, obtain better rates of interest or avoid charges for depositing client money which may otherwise be passed on to you. Placing client money in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from your Accounts. However, such amounts may not be immediately available for distribution to you in the event of default by Platform Securities or by one of the banks with whom your money is held.

Platform Securities will exercise due skill, care and diligence when selecting and periodically reviewing a bank to hold client money. However Platform Securities is not responsible for any acts, omissions or default of a bank chosen by it.



Where your money is held in a credit institution or bank outside the UK or EEA, the legal and regulatory regime applying to such person may be different to that of the United Kingdom or the EEA and your rights in relation to it may therefore differ, particularly in the event of a default of such person.

Client money may be passed by Platform Securities to a third party in connection with a transaction for you in a jurisdiction outside the United Kingdom. In the event of a default of that third party, your money may be treated differently to the way it would be treated if it were held in the United Kingdom.

Interest will be payable on any uninvested cash balances at a variable rate which may be less than the interest earned. Interest will be calculated on your credit balance on a daily basis and credited to your account every month at which point it becomes client money. The variable rates of interest payable will be determined by us and is available on request. Should interest rates become negative customer accounts will be debited according to the applicable rate of interest.

## Custody

Investments will be registered in the name of a nominee company controlled by Platform Securities or in the name of a third party custodian selected by Platform Securities in accordance with FCA rules. Platform Securities is responsible for the acts of its nominee to the same extent as for its own acts, including, for the avoidance of doubt, for losses arising from fraud, wilful default or negligence. Acceptance of these Customer Terms and Conditions provides authority for Platform Securities to hold your investments in safe custody, to transfer securities from your account when you have sold them, to accept offers, or other matters covered by this agreement.

You consent to the fact that overseas investments may be registered or recorded in the name of an eligible custodian or in the name of Platform Securities in one or more jurisdictions outside of the United Kingdom or EEA. As a consequence of this, your investments may not be segregated from investments of an eligible custodian, and therefore, your protection may be less should a default occur on the part of the person in whose name the investments belonging to you are so recorded. Investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements than those that apply in the United Kingdom or EEA. Platform Securities will not be held liable in the event of a default by a custodian. However, Platform Securities does not disclaim responsibility for losses arising directly from its own fraud, wilful default or negligence.

Customers acknowledges and agrees that Supplier may, in the limited circumstances as detailed below, grant a lien, security interest, or right of set-off over the assets held in custody by Supplier. This may only occur:

- (a) where such a right is necessary to secure obligations arising from services provided to the customer by Supplier; or
- (b) where required by applicable law or regulatory requirements in a non-UK jurisdiction.

Before granting any such right, Supplier will have assessed and determined, to the extent reasonably possible and acting in good faith, that doing so would be in the Customers' best interests in the circumstances. Supplier shall ensure that any such rights are clearly recorded in Supplier's books and records. Further information about the nature and implications of such rights is available upon request.

Investments registered or recorded in the name of a nominee or custodian (as outlined above) will be pooled with those of one or more of Platform Securities other customers. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register. In the event of an irreconcilable shortfall following any default of the eligible custodian responsible for pooled investments, you may not receive your full entitlement and may share in that shortfall pro rata. A further effect of pooling can be that following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been, had your investments been registered in your own name.

Platform Securities or any eligible custodian will deduct local withholding or other taxes, when required to do so to comply with legal or regulatory requirements. As a consequence of pooling such deductions may be paid or withheld at rates that are less beneficial than those that might be applicable if the shares were held in your own name. If you are eligible to reclaim any such deductions this will be your responsibility, not that of Platform Securities or the eligible custodian.

Since your investments are held on a pooled basis Platform Securities may receive additional entitlements, for example after some corporate actions, that would not have arisen had such investments been registered in your own name. Consequently, you are not eligible for these additional entitlements. Platform Securities allocates these to an account, which they administer and may use them to offset against debits arising on dividends or other corporate events

As a result of the pooled nominee structure, any fractional entitlements from a Corporate Event will be issued to us on the cumulative total pool in share form. It is our practice to sell fractional shares at the prevailing market rate and distribute amongst the relevant clients in proportion to their holdings, on a pro rata basis. In the event that the fractional shares received are uneconomical to sell and cash to be distributed (£5 or less) we will round up relevant client holdings proportionally. Any remaining small balance will become the property of Platform Securities.



All instructions regarding the administration of investments held by Platform Securities on your behalf should be sent to us, for onward transmission to Platform Securities. We do not accept instructions from, or send instructions to, third parties, unless a valid power of attorney has been established for this purpose.

Platform Securities will inform us of any rights issues, take-over offers, capital reorganisations, conversion or subscription rights that affect any investments that are held for your account by Platform Securities or any Eligible Custodian as soon as reasonably practicable after receiving notice of those events.

Platform Securities will be responsible for claiming and receiving dividends, interest payments and other entitlements accruing (excluding scrip dividends). We will be responsible for instructing Platform Securities to:

- exercise of conversion and subscription rights
- deal with takeovers, new issues or other offers or capital
- reorganisations exercise of voting rights.

Where we are notified of a corporate action such as a take-over offer, we will contact you to provide details and any action required by you, together with the deadline by which you must confirm your intentions. In the event that we do not hear from you prior to the deadline we will proceed to take the action that we feel is most appropriate to protect your interests.

Where you already hold or we provide you with information on a financial instrument that is the subject of a current offer to the public and a prospectus has been issued, we may inform you where the prospectus has been made available to the public.

Some companies provide benefits to shareholders relating to the nature of their business. These benefits will not necessarily be available to you automatically, as your stock will be registered in the name of a nominee company. Should you wish to receive these additional benefits, you should make the necessary arrangements. We will arrange, if you so elect, for you to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held in your accounts with us.

## Custody Statement

Platform Securities will send to you directly a quarterly custody statement of the investments and cash balances it holds for you. Platform Securities may also correspond with you in respect of any queries or complaints about their services and may also contact you directly in exceptional circumstances.

## Unclaimed Investments

In circumstances where Platform Securities have held your investments in custody for at least 12 years and during that period of at least 12 years have not received any instructions relating to those investments and providing they have made reasonable attempts to trace and contact you Platform Securities may either:

- (i) pay away those investments to a registered charity of our choice or
- (ii) liquidate those investments at market value and pay the proceeds to a registered charity of our choice.

If any such transfer to charity is made Platform Securities will keep records indefinitely relating to the transactions and attempts to contact you and unconditionally undertake to pay you the amount equal to the market value of the investments in the event that you or your legal representatives contact us and claim those investments.

## Unclaimed Client Money

In the circumstances where Platform Securities have held a client money balance for you for at least six years following the last movement on your account (disregarding any payment or receipt of interest, charges or similar items) and providing that they have taken steps to trace you and return the client money balance to you Platform Securities may pay away that client money balance to a registered charity of our choice.

If the amount of the client money balance is £25 or more Platform Securities will keep records indefinitely relating to the transactions and our attempts to contact you and unconditionally undertake to pay you or your successor or assignee an amount equal to the client money balance so transferred in the event that you or your legal representatives contact us and claim the client money balance.

All transactions and the keeping of records in relation to them for the transfer of unclaimed investments and / or unclaimed client money balances will be carried out in compliance with the FCA Rules.

## 15. DATA PROTECTION

We will need to have personal information about you which may be held by us in physical or electronic form ('data'). This data will be received and held by us in confidence. You agree that we may process this data in connection with the provision of services to you which may include our making data available to our agents for the purpose of executing orders, settlement of any resulting transaction, holding investments and money for you or any related purpose. You understand this may include our transmitting data to third parties, including Platform Securities LLP and its agents, who may be outside the EEA (including the USA) should you ask us to execute an order relating to overseas investments. You understand that should we do so the data will be subject to different legal and regulatory practices from the UK and may not be subject to the same level of protection.



At account opening or as may otherwise be determined, enquiries will be made at a Credit Reference Agency to establish your credit worthiness and to assist us to verify your identity. This will involve checking the details you supply with any of the Agency's databases. A scoring system may be used. A record of this search will be held by the Agency and may be shared with other businesses. We may also make a search of the directors of limited companies.

Unless you tell us that you do not want us to do so we may also use this data to tell you about other products and services we may offer. The data you give us may be disclosed as required by law or shared with other organisations in order to protect us against fraud or passed to the relevant authorities if we suspect money laundering or other criminal activity. These uses of your personal information are covered by our registrations pursuant to the Data Protection Act 1998 and under the Act you are entitled, on payment of the appropriate fee, to obtain a copy of the data we hold about you. Our telephone lines are recorded for our mutual protection.

## 16. UNSOLICITED CALLS

We believe that you would expect us to contact you by telephone, or agree to meetings, in order to discuss investment matters and give you information about other products and services we may offer you. Our ability to contact you in this way should increase the effectiveness of our services to you. Please inform us in writing at any time if you do not wish us to call you, without being expressly invited to do so.

## 17. ANTI-MONEY LAUNDERING

We are required to have procedures in place to establish both your identity and you will be asked to provide us with various documents, before your account can be established. In appropriate circumstances this may include Trust Deeds, Certificates of Incorporation, or any such document we may require. All such documentation will be processed and may be retained by us.

## 18. CITY CODES

Please note that you must comply with all notification requirements under the City Code on Takeovers and Mergers, including the obligation to notify dealings, in relevant shares at the announcement and during a takeover when you (either alone or together with other parties to an agreement or understanding) already hold 1% or as a result of dealings cross 1% ownership of those shares. If you are a Director, an employee with access to confidential information about a Company, or connected to such persons, your dealings with us and relevant notifications must comply with the Model Code for director's dealings, issued under the UKLA Rules of the FCA and Companies Law. If you are a director or a relevant employee, transactions in your Company's shares must have been duly authorised and be in compliance with your Company's adoption of the Model Code.

## 19. TAXATION

We shall not be liable for the taxation consequences of any transaction, nor shall we be liable for taxation charges arising for any reasons. All references to taxation are based on current levels and practices which may be subject to change. The value of any tax benefits will depend on individual circumstances.

The status of the AIM companies on which we advise is regularly monitored by the firm. However, while we use our 'best endeavours' to assess a company's qualifying status (in respect of Business Property Relief), this depends on many factors and is only finally determined by HM Revenue & Customs on the death of the shareholder.

You confirm that your residence for tax purposes is as set out in the Retail Client Information & Agreement Form, or as otherwise provided to us by you and recorded in our books. Should this be incorrect you will notify us and provide all necessary information. You may be required to complete and return forms required by tax authorities in order to receive a reduction in withholding tax, or any such other qualifying form of taxation. You agree that we will not be liable to you for any over deduction of tax, or for the reclamation of such tax, when this is caused by your failure to fully complete and return to us any required documentation. If you are a non-resident of the United Kingdom and wish to receive income free of UK tax, on qualifying investments, you should ask your adviser at this firm to supply the appropriate form, for your completion and return to us. No tax relief can be given, nor shall we be responsible for, or for reclaiming, any UK tax deducted, unless you have fully dealt with these formalities and we have been enabled to lodge all necessary paperwork with the tax authorities. Where we may endeavour, in appropriate circumstances, to provide information and give general advice on taxation (primarily Capital Gains Tax), we cannot necessarily guarantee the accuracy of source data and other relevant matters. It is therefore important for you to check any such detail we may provide you, with your tax adviser. We do not accept any liability whatsoever for any taxation implications that may arise from our services to you.

## 20. THE FOREIGN ACCOUNT TAX COMPLIANCE ACT

The Foreign Account Tax Compliance Act (FATCA) is a piece of US legislation designed to tackle tax evasion using offshore accounts. The legislation requires financial institutions to collect information about the tax residency (and citizenship) of account holders. In some cases financial institutions must report this information to HM Revenue & Customs ('HMRC'), who will forward it, to the appropriate tax authorities. Originally a US initiative, there are now FATCA agreements in place between the UK, US, the Crown dependencies (including Isle of Man, Guernsey and Jersey), as well as the Overseas Territories (Gibraltar), with more countries to follow. Further information is available via the HMRC website at <http://www.hmrc.gov.uk/fatca> to support this legislation, you are required to complete the FATCA section in our application form. None completion of this section will result in your account being rejected.

## 21. DEFAULT

If you fail to pay us any amount due to us at the due time (or times) and in the manner required or perform any obligation you may have to us, for example deliver sold investments to us for settlement or provide us with information or instructions when required, we may then or at any time thereafter with or without notice to you take all and any action we may reasonably consider appropriate to protect our interests. This action may, without limitation, include our selling investments purchased for you or purchasing investments to settle a sale by you of investments if you fail to deliver the relevant shares, share certificate or other document of title to us and sell all and any assets we may hold for you and use the resultant balance and any money (in any currency) we may be holding for you to satisfy your liability to us together with interest and any costs and expenses we may incur in exercising these rights. We will pay you any resultant balance as soon as reasonably practical after taking such action. To avoid any misunderstanding we shall also have the right to retain any funds held by us and apply such funds to offset any liability you may have to us until such time as we are reasonably satisfied that all such liabilities have been settled. If you have more than one account with us or give instructions on other accounts, we will have the right to set off the debit on one account against the credit on another. If the accounts are expressed in different currencies they shall be converted to sterling at the prevailing rate of exchange. In the event of a petition being presented for your bankruptcy or, in the case of a company, your winding up, or in the case of a partnership, your dissolution or your applying to make a voluntary arrangement with your creditors or your taking any other steps for relief under the Insolvency Act 1986 or a receiver, administrator or manager being appointed over you or any assets, or any similar action being taken under any equivalent law in any other jurisdiction it shall be deemed that we shall have taken the action contemplated by this default clause immediately on the happening of such event.

## 22. FORCE MAJEURE

We shall under no circumstances whatsoever be responsible or liable for any claim, loss, damage, expense, or cost howsoever suffered arising in consequence of any breach, failure to perform or delay in performing any of our obligations to you arising from:

- (1) any matter outside our control;
- (2) any breakdown in communications whether between us and you or between us and any exchange or any intermediate broker or other third party through whom we are dealing on your behalf or the failure or defective operation of any computer system; and
- (3) anything done or omitted to be done by us or the performance or the failure or delay in performance of any of our obligations arising from the absence or inaccuracy of any information provided to us by you or on your behalf or any exchange or any intermediate broker or other third party through whom we are dealing on your behalf. Under no circumstances will we be responsible or liable for any consequential loss including but not limited to any loss of business opportunity arising directly or indirectly out of or in consequence of anything done or omitted to be done by us or the breach by us of any obligation due to you except in so far as the same arises as a result of our wilful default, negligence or our breach of the FCA Rules. Nor shall we be responsible or liable for the tax consequences of any transaction which we may affect for you.

## 23. COMPLAINTS

If you have any reason to be dissatisfied with the service you receive from us, in the first instance please contact the Compliance Officer, at Hedley & Co Stockbrokers Limited, 19 Trident Park, Blackburn, BB1 3NU, or use the email address, [compliance@hedleyandco.co.uk](mailto:compliance@hedleyandco.co.uk). Following receipt of your complaint we will send you an acknowledgment and provide details of our complaints handling procedures.

If we are unable to resolve the complaint satisfactorily, we will send a final response letter, which sets out the nature of that resolution and any applicable remedy. If for any reason you remain dissatisfied with our final response and you are classified as an eligible complainant under FCA rules you will be entitled to refer your complaint to the Financial Ombudsman Service. Details of how you can contact the FOS will be included in the final response letter.

A copy of our Complaints Handling Policy is available on our web-site or can be sent in the post to you upon request.

## 24. FINANCIAL SERVICES COMPENSATION SCHEME ('Scheme')

In the event of our being unable to pay you money we owe, you may be eligible for compensation under the Scheme. Most types of investment business is covered for 100% up to the maximum compensation is £85,000. Full details of the Scheme are available on request from our Compliance Officer or at [FSCS.ORG](http://FSCS.ORG)

## 25. VARIATION

We may amend these Terms of Business at any time by publication on our website and providing 28 days' notice by email describing the relevant changes. Where you have not supplied an email address, we will notify you by post. . You can amend this Agreement only by sending us a written notice describing the relevant changes. Any such amendments become effective only if we have notified you in writing of our agreement to them.

No amendment will affect any outstanding order or transaction or any legal rights or obligations which may have already arisen.

## 26. TERMINATION

You may terminate these arrangements through which we are providing our services to you at any time by giving us written or verbal notice which will be effective on receipt by us or (if received on a day which is not a business day or after 5 p.m. London time on a business day) on the first business day thereafter. We may terminate these arrangements by giving to you written or verbal notice at any time which will be effective 28 days following receipt by you. However, your attention is drawn to the fact that having given or received notice of termination of our appointment we may exercise our discretion as set out under the heading TRANSACTIONS and refuse to accept further orders from you after such notice has been given. The termination of these arrangements will not affect the completion of any orders you may have given us or we may have accepted prior to notice of termination being given including any open positions in derivatives. The termination of these arrangements will not affect any outstanding obligations either of us may owe the other so that we shall be obliged to account to you any money and investments held by us and you must pay to us all amounts owing to us. You agree that we may close any account held by you without notice if the account has no stock lodged in it and has been inactive for a period of more than 12 months.

## 27. GENERAL

No failure or delay by either of us in exercising any right, power or privilege in these Terms of Business shall operate as a waiver thereof nor shall any single or partial exercise by us of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law. Any notice given by one of us to the other shall be delivered, sent or communicated in our case to our normal business address, facsimile number, telephone number or e-mail address notified to you and in your case the last address, facsimile number, telephone number or e-mail address you have notified to us. You consent to our assigning, or transferring responsibility for the performance of any of our obligations under this Agreement and the rights or benefits hereunder provided such transferee shall (if required be permitted to carry on the same business as us). We may also appoint sub-contractors, agents or other parties and otherwise delegate such obligations and functions we shall be required to perform in accordance with this Agreement, as we shall in our absolute discretion determine.

To avoid any misunderstanding:-

- in the event of there being any inconsistency between any of these Terms of Business and any relevant rule of the FCA or any exchange or market (including any associated clearing house or clearance system) the relevant rule will take precedence;
- in these Terms of Business any reference to any statute, subordinate legislation (including without limitation the FCA rules) or rules of any exchange or clearing house shall be to such statute, subordinate legislation or rules as amended or extended from time to time;
- any words or expressions defined in the Glossary of Definitions which form part of the rules of the FCA have the same meaning in these Terms of Business; and
- in these Terms of Business the headings and numbering have been inserted for convenience only and do not form part of them.

In the event that any provision or any part of any provision of these Terms of Business is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of these Terms of Business but the enforceability of the remainder shall remain unaffected. Nothing in these conditions will reduce your statutory rights in connection with our provision of services to you. For further information about your statutory rights contact your local authority, Trading Standards Department or Citizens Advice Bureau. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Business and only the parties to it may enforce and benefit from these terms.

## 28. MEDIATION

If any dispute arises out of this agreement the parties will attempt to settle it by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution.

## 29. GOVERNING LAW

These Terms of Business are governed by and construed in accordance with the law of England and each of submits to the non-exclusive jurisdiction of the Courts in England.

## SECTION 2 - Individual Savings Accounts "ISA"s

### 1. GOVERNING REGULATIONS

An ISA is a scheme of investment managed in accordance with the ISA regulations by the ISA manager under terms agreed between the ISA manager and the investor.

These terms and conditions are to supplement the terms in section 1 and are for Individual Savings Accounts "ISAs". Hedley & Company Stockbrokers Ltd will notify the investor if, by reason of any failure to satisfy the provisions of the ISA regulations, an ISA has, or will, become void.

## 2. ISA DEFINITION

- "ISA Investment" is any Investment which may be held in an ISA in accordance with the ISA Regulations. It does not include sterling cash deposits or any deposit, Investment or security which may be held only in the cash component of an ISA.
- Your ISA with Hedley & Company Stockbrokers Ltd will be a Stocks & Shares ISA
- The 'ISA Manager' is Hedley & Company Stockbrokers Ltd, 19 Trident Park, Blackburn, Lancashire. BB1 3NU
- The 'ISA Investor' is the person whose name and address is on the ISA application form

## 3. ISA GENERAL TERMS

You agree that completion and submission of an application for an ISA constitutes acceptance of these Terms, which will take effect upon acceptance by us of your application.

We will accept cheque or direct bank transfer as method of subscription.

In accordance with the Treasury Regulations:

- the ISA Investments will be in your beneficial ownership;
- title in the ISA Investments will be vested in the name of a nominee company, or will be held to our order;
- share certificates or other documents evidencing title to ISA investments will be held by the ISA manager or as the ISA manager may direct
- if so, requested we will arrange for you to attend shareholders', security holders' or unit holders' meetings; to vote; and to receive in addition to the documents referred to above any other information issued to shareholders, securities holders or unit holders; we reserve the right to charge a fee for provision of such service.
- we shall satisfy ourselves that any Person to whom we delegate any of our functions or responsibilities under these Terms is competent to carry out those functions or responsibilities; and
- your ISA investments with Hedley & Company Stockbrokers Ltd will be, and must remain in, the beneficial ownership of you and must not be used as security for a loan
- For purchases in ISAs, Inland Revenue rules require funds to be available before a purchase is made.

You authorise Hedley & Company Stockbrokers Ltd to provide H M Revenue & Customs with all particulars of your ISA, we will manage claims and conduct appeals and agree liabilities for and relief from tax in respect of the ISA.

We will issue to you:

- a contract note following each transaction, or a statement from time to time listing transactions, showing full details including our remuneration and any remuneration received from any third party (other than another client) in respect of that transaction;
- statements of account, which will show the transactions entered into by us together with income and other payments received from or on your behalf during the relevant period; and
- valuations and reports from time to time

## 4. ISA TRANSFERS, CANCELLATIONS AND WITHDRAWAL

Where you wish to transfer your ISA, or part of your ISA, to another ISA Manager we will, on receipt of your written instructions aim to complete your transfer within 30 days, to the ISA Manager specified by you.

Where we receive a valid instruction to transfer to another ISA Manager (which for the avoidance of doubt must be sent by you delivering to us a signed transfer instruction) any amount which you have subscribed to an ISA in the same tax year as that in which the transfer is to be effective, the instruction shall (regardless of the amount or value which we are instructed to transfer) be taken to extend to the entire subscription (and neither less nor more) of such ISA, as re-valued at the transfer date.

In the event of termination of the ISA, the ISA will be debited with all liabilities, charges, fees and expenses resulting from the termination and the proceeds disbursed as instructed. VAT invoices will only be raised on your instruction.

## 5. AVOIDING LOSS OF ISA BENEFITS

In the event that compliance with your instructions reduces or extinguishes, or would or might, if carried out, reduce or extinguish any benefits of the ISA, we accept no responsibility for such reduction or extinction if we act in accordance with your instructions, but we reserve the right not to comply with any instructions which we reasonably believe may lead to such a reduction. It is further agreed that we may take such action as we consider necessary to avoid or minimise such loss, but shall have no liability for failing so to act. In any case where it is our reasonable opinion that you wish your instructions to be carried out regardless of any possible adverse taxation or other consequences, we will carry out the instructions and not take mitigating action on our own initiative, and you accept the possible consequences of benefits being lost, the ISA being rendered void and/or the retrospective withdrawal of previous benefits.

## 6. AMENDMENT OF ISA TERMS

This Section of these Terms may be varied by us from time to time provided that such variation does not infringe ISA Regulations.