

Share Dealing

Junior Stocks and Shares ISA Terms and Conditions.

Effective from 20th January 2025



**BANK OF
SCOTLAND**

These Terms and Conditions:

- ▶ Explains the Agreement between us, how your Account works and what to do if things go wrong.
- ▶ Tells you how to contact us and how we'll contact you.

You should:

- ▶ Keep these Terms and Conditions, as you may need them later.
- ▶ Read them carefully and ask us if you don't understand anything.

You can ask us for a copy at any time. It's also available on our Website.

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Section 1 - The Agreement between you and us

The Agreement between you and us

When you open a Bank of Scotland Junior Stocks and Shares ISA, we enter into an Agreement with you.

The terms and conditions, together with any other information we give you, such as any Charging Schedule, govern the legal Agreement between you and us. They set out your and our rights and duties in relation to the Service.

By making an Application and using the Service, you agree to this contractual relationship, which has legal consequences.

We also use the words:

- ▶ "we", "us" and "our" to mean Halifax Share Dealing Limited, the provider of the Service and ISA Manager; and
- ▶ "you" and "your" to mean the person who is the Registered Contact in relation to the Account.

About us

The Service is provided by Halifax Share Dealing Limited. Halifax Share Dealing Limited is authorised and regulated by the Financial Conduct Authority. The registration number is 3195646.

The Financial Conduct Authority ("FCA") maintains a register of all businesses that it regulates at www.FCA.org.uk/firms/financial-Services-register

Important information to understand our Service:

- ▶ Terms and Conditions
- ▶ Key Investor Information Document
- ▶ Order Execution Policy
- ▶ Conflicts of Interest Policy
- ▶ Costs and Charges

You can ask us for a copy of these documents at any time, or they're available on our Website.

Section 2 - Definitions

The following words and phrases have special meanings:

Account	The Bank of Scotland Junior Stocks and Shares ISA opened in the name of the Child in line with this Agreement;
Authorised Corporate Director (ACD)	Scottish Widows Unit Trust Managers Limited, which is the Authorised Corporate Director of the Fund with FCA registered number 122129. We also use the words "Fund provider" to refer to the ACD;
Agreement	The legal Agreement between you and us in relation to the Account and the Service, as set out in these terms and conditions and Section 1;
Application	Your Application for an Account, and/or to become the Registered Contact to use the Service;
Approved Banks	A bank or other financial institution, where we may deposit Client Money in line with the Client Money Rules;
Assets	The portfolio of Investments and un-invested cash held in the Account;
Available Money	Money in the Account that has settled or cleared, which hasn't been allocated to a purchase of Investments, and is available for withdrawal or transfer;
Bank of Scotland Variable Mortgage Base Rate	The variable mortgage base rate of Bank of Scotland plc as published on its website at bankofscotland.co.uk from time to time;
Best Execution	Our obligation under Regulatory Requirements to take enough steps to get the best possible results when executing orders for our clients. This is on a consistent basis in line with our Order Execution Policy (OEP).
Charging Schedule	Any Charging Schedule we have given you, which is available on our Website setting out our Costs and Charges for the Service;
Child	The eligible Child in whose name the Account is opened in line with Section 4;
Child Trust Fund	A Child trust Fund in respect of the Child;

Client Money	Money we receive and hold for you, in line with the Client Money Rules;
Client Money Rules	The FCA's Regulatory Requirements that concern the holding of Client Money;
Complex Instrument	A financial instrument, which is not a non-Complex Instrument, as defined in the FCA Rules;
Conflicts of Interest Policy	Our policy on the management of conflicts of interest. It describes the steps we take to identify and manage conflicts that may arise.
Corporate Action	An event affecting any of the Investments;
Costs and Charges	Our Costs and Charges, as set out in Section 11, and set out in any Charging Schedule;
Deal	The purchase or sale of specified Investments by you;
Dealing Day	Each Working Day during which a Deal can take place on the relevant market;
Dealing Period	<p>The period during which a Deal can take place on the relevant market.</p> <ul style="list-style-type: none"> ▶ Unit Trusts and Open-Ended Investment Companies ("OEICs") are priced every Working Day at a Valuation Point. ▶ For UK Markets, the Dealing Period is 8am to 4.30pm on each Working Day. This may change from time to time. <p>For Markets outside the UK, the Dealing Period will follow the opening hours of the relevant market. Details of the international exchanges' dealing hours are on our Website. You can find further details in our Order Execution Policy.</p>
FCA	The Financial Conduct Authority;
FCA Rules	The rules of the Financial Conduct Authority (or its successor) in the United Kingdom;
FSCS	UK Financial Services Compensation Scheme;
Fund	The Scottish Widows UK Tracker Fund, which is a sub-Fund of the Scottish Widows Tracker and Specialist Investment money ICVC;

Income	Money received in the form of dividends or distributions in relation to Investments held in the Account, or interest on Client Money we hold for you;
Investments	Shares in the Fund;
ISA	An Individual Savings Account;
ISA Manager	Us, Halifax Share Dealing Limited in our capacity as an ISA Manager approved by HM Revenue & Customs;
ISA Regulations	The Individual Savings Account Regulations 1998, as amended and re-enacted from time to time and any other Regulatory Requirements applicable to ISAs;
Junior ISA	An ISA for a person under the age of 18 in line with the ISA Regulations;
Key Investor	A document with important information about the Fund which is available on our Website;
Lloyds Banking Group	The group of companies that has Lloyds Banking Group plc as its parent company. This includes us and several other companies using brands, including Lloyds Bank, Halifax and Bank of Scotland plc. More information on the Lloyds Banking Group is available at lloydsbankinggroup.com
Markets	<p>The financial market on which Investments can be bought or sold. This includes:</p> <ul style="list-style-type: none"> ▶ regulated Markets, such as the London Stock Exchange plc; ▶ Multilateral Trading Facilities (MTFs), which bring together buyers and sellers of securities and Investments (including Retail Service providers and Market Makers); ▶ investment firms who Deal outside regulated Markets or MTFs and; ▶ Fund Managers;

Market Information	<p>This includes:</p> <ul style="list-style-type: none"> ▶ prices ▶ quotations ▶ news (both financial and non-financial) ▶ company information and other information provided by us or by other market data providers;
Multilateral Trading Facilities (“MTFs”)	Non-exchange based trading systems that accommodate deals between multiple parties;
Nominated Bank Account	Your personal bank Account, registered in the UK, Jersey, Guernsey or the Isle of Man, that you’ve nominated for the purposes of funding the Account;
Nominee Company	A non-trading company whose sole purpose is to record the legal ownership of Assets held on your behalf, separate from any Assets which belong to us;
OEIC Regulations	The Open-Ended Investment Company Regulations 2001 (as amended, extended or replaced from time to time);
Online Service	The Service we provide at bankofscotlandsharedealing-online.co.uk or any other address we may give you in line with this Agreement as set out in Section 5;
Order	An instruction from you asking us to execute a Deal on the Account;
Order Execution Policy (“OEP”)	Our policy, which sets out the arrangements we have put in place to make sure we meet our “Best Execution” obligations;
Registered Contact	<p>The person we’ll communicate with, and who we’ll accept instructions from.</p> <p>This will be:</p> <ul style="list-style-type: none"> (a) The person who has applied for the Account in line with Section 4; (b) Any person who replaces the person in (a) in line with Section 4;

Regulatory Requirements	<p>(a) Any obligation that applies under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, Ombudsman or similar body; or</p> <p>(b) any obligation under any industry guidance or codes of practice, which we follow; or</p> <p>(c) any other legal or regulatory requirement,</p> <p>which, in each case, is applicable to this Agreement and/or our provision of the Service to you;</p>
Regular Investments	A feature of the Service, where you can make scheduled Investments as set out in Section 16;
Regular Subscriptions	A feature of the Service where you can make scheduled subscriptions as set out in Section 16;
Replacement Terms and Conditions	The terms and conditions applying to the adult ISA that replaces the Junior ISA as described in Section 6;
Security Details	Any password, personal identification number, other confidential security information you need to access the Account and/or give orders using the telephone or Online Service;
Service	The Bank of Scotland Share Dealing Service, including the administration of the Account, the telephone or the Online Service as applicable;
Settlement	In relation to a Deal, the delivery of the relevant Investments to the buyer, and delivery of the purchase price to the seller;
Settlement Date	The date on which the buyer and seller in relation to a Deal have to settle that Deal;
Tax Year	Each 12-month period from 6th April of one calendar year to 5th April of the next calendar year;
Telephone Service	The Service we provide you, in line with this Agreement as set out in Section 5 by calling 0345 606 1188 or any other number we may give you;
Tradable Money	Money in the Account, which is available for you to Deal as set out in Section 6. This includes Available Money and sale proceeds in relation to a sale of an investment, which has not yet settled;

Trade Confirmation	A record, giving the details of a Deal, including Costs and Charges applicable to that Deal and the total amount payable by or to you;
Valuation Point	When the ACD defines the price for valuation and trading of shares in the Fund. This is based on the value of the collective Assets held within the Fund;
Website	Our Website at bankofscotland.co.uk/investing or any other address we notify to you from time to time; and
Working Day	Any day other than a Saturday, Sunday or English bank holiday.

Section 3 - The Service and the Account

You can use the Service to make deals in certain types of Investments. You can do this by placing orders to Deal through our Online Service. When the Online Service is unavailable, you can use the Telephone Service. Once we have accepted your Application, we'll open an Account in the name of the Child. The Account will hold the Assets, including any Investments and Client Money.

For the purposes of the Regulatory Requirements, we'll treat you as a retail client in relation to this Agreement. This means you'll qualify for the highest degree of consumer protection under the Regulatory Requirements. However, this doesn't mean you'll be automatically able to claim under either any investor compensation scheme or Ombudsman Service.

3.1 Execution Only service

The Service is an Execution Only Service. This means we'll execute your orders in line with this Agreement. We'll not give you investment advice or discretionary management.

Any investment decisions will be your own. We don't have to assess the appropriateness or suitability of our Service for you. The protection given by the FCA Rules on assessing appropriateness or suitability do not apply to this Service. However, we'll assess appropriateness if you want to purchase a Complex Instrument.

If you're in any doubt about using the Service, or making your own investment decisions, you should seek advice from a financial adviser.

We'll not provide you with legal, Tax or other advice. This is in relation to your Account or any type of investment.

3.2 Investment risks

There are risks involved in using the Service, including investment risk as the value of your Investments will change over time. We'll give you extra risk warnings. These are relevant to the Service and it's important you read and understand them before you invest.

You should read:

'Understanding Risk' at bankofscotland.co.uk/investing/understanding-investing/risk-explained	'How safe are my Assets' at bankofscotland.co.uk/investing/help-and-guidance/important-information
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The value of your Investments and the level of any Income from them can go down as well as up. You may not get back the full amount you have invested.

You should also remember that the past performance of Investments is not an indication of how they might perform in the future.

You should read the Key Investor Information Document before you invest. This document includes important information about the Investments including the investment aims of the Fund and related risks. If you're unsure about what the risks of the Service are or what they might mean for you, you should contact a financial adviser.

Some products are defined as complex. These types of products carry more risks than non-complex Investments like shares and money. You should only Deal in these products when you understand the nature and extent of your exposure to them. Sometimes, we only offer this category of investment to customers after completing further enquiries.

3.3 Cancellation

You have the right to cancel the Agreement within 30 days of us confirming that we've opened the Account and that it is available for you to use. This is "the cancellation period". You also have the right to cancel a transfer made under Section 4 as follows:

- ▶ you can cancel a transfer from another Junior ISA within 30 days of the transfer;
- ▶ you can cancel a transfer from a Child Trust Fund within 30 days of your request under Section 4.

If you want to cancel, you must contact us within 30 days. You'll have no further obligations in relation to the Service and you won't be charged any fee for cancelling.

However, you agree that we may start providing the Service to you before the end of the cancellation period. In which case we may make a pro-rata charge for the Service provided to you up to cancellation.

If you cancel:

- ▶ we'll return the cash in the Account at the next Dealing Period after we receive your cancellation request;
- ▶ and you've purchased Investments during the cancellation period, we'll sell those Investments and send the sales proceeds after the Settlement date;
- ▶ and you've transferred your Junior ISA from another provider during the cancellation period, any money will need to be transferred out to another Junior ISA Manager.

You'll need to provide your transfer instructions with your cancellation request.

If we've carried out details on your behalf and the value of your Investments has fallen during the cancellation period, you'll be liable for that risk, along with any costs, such as dealing charges. This means, the cash you receive may be less than you transferred to us.

If you do not exercise the right to cancel, the Agreement will stay in effect until terminated under its terms.

3.4 The account's tax status as a Junior ISA

Under the current law relating to tax relief for Junior ISAs, we'll manage the Account so that it's free from Capital Gains Tax.

When these terms and conditions refer to tax relief, they mean the tax relief that applies at the date of publication of these terms and conditions in the UK. Tax relief could change in the future. If the tax relief that applies to Junior ISAs changes, the Account will continue but it'll be affected by that change.

Any tax-exempt status will end on the death of the Child.

3.5 Communication with HM Revenue and Customs

We'll give HM Revenue and Customs information about the Account as needed by Regulatory Requirements.

If we've paid you tax you're not entitled to, we can take this amount from your ISA to repay HM Revenue & Customs.

Where we need to account to HM Revenue and Customs for any tax arising from any dividends, interest payments and cash entitlements paid on Investments in the Account, you authorise us to collect this tax out of any cash that we hold in the Account. Or, if you don't hold enough cash, by selling Investments from the Account.

3.6 Void ISAs

Under ISA Regulations, we must notify you if an ISA has, or will become, void and will no longer benefit from the tax relief that applies.

We'll tell you to contact your HM Revenue & Customs office with details of your potentially void ISA. Or, HM Revenue & Customs may tell us that your ISA is void. In some circumstances we may be able to allow your ISA to continue, but there may be a charge for this.

3.7 Delegating our functions as ISA Manager

Subject to our obligations under Regulatory Requirements. We may delegate any of our functions or responsibilities as ISA Manager in line with Section 15.

3.8 Assets held within a Junior ISA

All Assets held in the Junior ISA must meet the ISA Regulations Requirements. Acting reasonably, we reserve the right to decide whether an asset meets those requirements.

The Assets must stay in the Child's beneficial ownership and must not be used as security for a loan.

Section 4 - Opening an Account

4.1 Eligibility

To open an Account, you must be:

- ▶ an eligible Child over the age of 16 (or a person with a lasting Power of Attorney for an eligible Child over the age of 16); or
- ▶ a person aged over 16 who has parental responsibility for an eligible Child - This person will be the "Registered Contact" unless and until they are replaced in line with Section 4.

4.2 Eligible Child

An "eligible Child" is an individual who, at the time the Application is made:

- ▶ is under the age of 18;
- ▶ was born on or after 3 January 2011 or is not eligible for a Child Trust Fund;
- ▶ is resident in the UK or performing duties as a crown employee serving overseas and paid out of the revenue of the United Kingdom (usually a serving member of the armed forces) or is married to or in a civil partnership with, or a dependent of, a person performing such duties; and
- ▶ does not have another Junior ISA that is a Stocks and Shares ISA or is under the age of 18 and is the beneficial owner of a Child Trust Fund.

4.3 Registered Contact

Where the Application is made by the Child under Section 4, we'll accept instructions from and deal with the Child. This is in relation to the Account and in line with this Agreement. The Child will be the Registered Contact.

Where the Application is made by a person with parental responsibility for the Child under Section 4, that person will be the Registered Contact and we'll accept instructions from and deal with them (and not the Child) in relation to the Account in line with this Agreement unless and until;

- ▶ where the Registered Contact is a person with parental responsibility (rather than the Child themselves), the Child may, at any time after reaching age 16, contact us and assume responsibility for managing the Account in which case we'll accept instructions from and deal with the Child (and not the person with parental responsibility) from that point forward. The Child will become the Registered Contact.
- ▶ where the Registered Contact is a person with parental responsibility for the Child (rather than the Child themselves), another person may apply to us to become the Registered Contact provided that:
 - (a) that person is aged over 16 and has parental responsibility for the child; and
 - (b) where required by the ISA Regulations, the existing registered contact has given consent to their replacement;

in which case, subject to the ISA regulations, we'll accept instructions and deal with the new Registered Contact only. Unless and until they are replaced as detailed below.

Unless the Registered Contact is the Child, we won't accept instructions from a person with a Power of Attorney for the Registered Contact. If a Registered Contact becomes unable to act in relation to the Account, they'll need to be replaced by a new Registered Contact who is able to act.

Unless the Registered Contact is the Child, we won't accept instructions from any person on behalf of the Registered Contact, except from another ISA Manager in relation to a transfer to a Junior ISA managed by that ISA Manager and where we have the Registered Contact's consent to do so.

If we become aware that a Registered Contact (who is not the Child) does not have parental responsibility for the Child, we won't be able to accept instructions from them and they must be replaced by a new Registered Contact.

The Account will be opened in the name of the Child. All Assets in the Account will belong to the Child beneficially. The Account can't be assigned to another person and the Assets in the Account may not be paid to the creditors of the Child if they are declared bankrupt.

The Account can't be owned jointly with another person, or used as a club, charity, business or trust Account.

4.4 Applying for an account

You must provide details of a Nominated Bank Account in your name or which you hold jointly with someone else. We'll validate it with your bank. You'll use it to fund

your Account in line with this Agreement.

Your Nominated Bank Account may also be used to collect Costs and Charges. If you have more than one Account with us, we may use the same Nominated Bank Account for each.

All payments to or from your Nominated Bank Account will be in Pounds Sterling.

4.5 Cash transfers from another Junior ISA or Child Trust Fund

We'll accept a cash transfer into the Account from a Junior ISA in the name of the Child from another Junior ISA Manager. Or from a Child Trust Fund beneficially owned by the Child. You can only transfer cash held in another Junior ISA or a Child Trust Fund to the Account.

If you want to make a transfer, you'll need to download and complete the relevant transfer form from our Website.

Once we receive the fully completed form, we'll contact your existing Junior ISA or Child Trust Fund manager to arrange the transfer, set out in Section 4. To complete the transfer, we need:

- ▶ the name and address of your current Junior ISA Manager or Child Trust Fund manager; and
- ▶ the account number.

When transferring from a Child Trust Fund, the Regulatory Requirements require us to wait until 30 days after you have applied for the transfer before we'll contact your existing Child Trust Fund manager to arrange the transfer.

We can't accept a transfer of an adult Cash ISA or an adult Stocks and Shares ISA to the Account.

4.6 Your obligations

At all times during this Agreement you must:

- ▶ tell us as soon as possible if you cease to have parental responsibility for the Child, especially if you are a Registered Contact who is not the Child;
- ▶ tell us promptly if you become aware that the Child has another Stocks and Shares Junior ISA or a Child Trust Fund in their name;
- ▶ promptly provide us with any information we reasonably request to provide the Service to you in line with Regulatory Requirements;
- ▶ provide us with details of a Nominated Bank Account in your name;
- ▶ make sure that your Nominated Bank Account can make and receive payments;
- ▶ always keep your Security Details secret in line with Section 5;
- ▶ take all reasonable care to prevent unauthorised or fraudulent use of your Security Details by others. You must contact us as soon as possible if you know or suspect that someone knows your Security Details or is impersonating you;

- ▶ tell us when your contact details change, including your email address. We'll use the most recent contact details on our records when we send you correspondence;
- ▶ tell us as soon as possible of any material change to the information you have given us, as this may affect the Service we provide;
- ▶ check any confirmation of transactions or statements we send you. Contact us without delay if you think it's incorrect or inconsistent with your instructions;
- ▶ follow the terms of this Agreement and the law.

If you don't follow obligations, this may affect the way we can provide the Service to you. We may:

- ▶ refuse to accept your Assets;
- ▶ apply a restriction to your Account preventing all trading activity;
- ▶ refuse to make payments or transfer Investments from the Account;
- ▶ close your Account; and/or
- ▶ take any other reasonable steps necessary to obey Regulatory Requirements.

Section 5 - Using the Service

5.1 How to access the Service

Except as otherwise set out in this Agreement, you can access the Account and use the Service Online. Or, if the Online Service is unavailable, over the telephone. If you use the Online Service, you must select which of your Accounts you want to transact on, if you have more than one Account.

5.2 Account security and security details

When we open an Account, we'll send you Security Details to access the Account using the Online or the Telephone Service.

We won't accept any instructions or subscriptions from you unless you satisfy our security verification procedures.

This may include:

- ▶ entering your password when accessing your Account Online; or
- ▶ giving your PIN when using the Telephone Service.

For administration or security reasons, we may need you to use new Security Details before using our Online or Telephone Service. To use our Online or Telephone Service, you must follow any reasonable instructions we give you.

When you use our Online or Telephone Service, you must follow any reasonable instructions that we give you from time to time. You must not let anyone else know your Security Details, and you must use reasonable care to keep them secure.

If you think that someone else knows, or has used your password or any of your additional Security Details, you must:

- ▶ tell us and change your Security Details as soon as you can by phoning the Helpdesk on **0345 606 1188**; and
- ▶ in relation to your password for the Online Service, change it online as soon as possible. If you have difficulty changing your password, the helpdesk will be able to help you.

We may give the police, or any other relevant authority information they need. This may help them find out if someone is using your Security Details.

We may stop you using our Service if we reasonably believe that:

- ▶ your identity details are being used by someone else, or we are otherwise concerned about the security of the Account;
- ▶ the Account is being used in breach of this Agreement or in an unauthorised or fraudulent manner; or
- ▶ you're not obeying your obligations under this Agreement.

Where we stop you using the Service, if practical, we'll notify you before, or where this isn't possible, after stopping you using the Service. We'll inform you of our reasons for this, unless it's unlawful to do so, or it would compromise our reasonable security measures.

5.3 Unauthorised use of the account

If you've followed this Agreement, we'll reimburse you (and/or the Child) for the losses that you (and/or the Child) suffer because of your Security Details being used fraudulently.

5.4 The Online Service

Where you've applied for our Online Service, we'll send you a username and temporary password, which you'll have to change. You can change your username or password Online by following the instructions on the screen. You'll also have to provide other memorable information and/or extra Security Details for the purposes of identifying yourself.

When we need to contact you Online

We'll send an email to the address registered on the Account, or post the communication on our Website, or both. If we send messages or information by posting them on our Website, we won't change them after we've sent them.

Our Online Service is provided by secured internet sites. Disconnecting from the internet or leaving our secure sites won't automatically log you out. You must log out when you're finished and never leave your computer/device unattended while you're logged in. As a security measure, if you've not used the Online Service for some time, we'll ask you to login again.

You're responsible for making sure your computer, mobile device, software and other equipment are compatible with our Online Service. You must also complete your own regular virus checks and security updates. We'll take reasonable care to prevent unauthorised access to our Online Service.

Our liability

We won't be liable for any losses you suffer due to any failure of the Online Service, if it's beyond our reasonable control.

We'll take reasonable efforts to provide the Online Service. We may suspend all or part of the Service where we consider it necessary.

This includes:

- ▶ for maintenance;
- ▶ technical problems;
- ▶ regulatory reasons; or
- ▶ for our protection.

If the flow of information between us is interrupted (for example, your computer or mobile device crashes, you lose network connection or you receive an error message) and you're not certain if we accepted your instruction, don't enter it again.

- ▶ Instead, please try to login Online again and check the Account details.
- ▶ If you can't login, or you're still uncertain if we've received your instructions, please call us.

We won't be responsible if you give us repeated, incorrect or mistaken instructions.

Unless we tell you otherwise, any software, hardware or device we give you in connection with the Online Service is licensed to you. The copyright and all other rights in it and any other information we give you remains owned by us, or the person who licenses it to us. You must use it exclusively in line with this Agreement. You'll get no rights, title or interest in any such materials or intellectual property rights relating to them.

5.5 Telephone service

When we open the Account, we'll send you:

- ▶ a Personal Reference Number (PRN);
- ▶ an Account number; and

- ▶ a Personal Identification Number for accessing the Account using the Telephone Service.

5.6 Using the service outside the UK

Our Service is for persons situated in the UK only. If you're outside the UK (or, except in relation to an ISA, Jersey, Guernsey or the Isle of Man), you may only use our Service to view information. You can't open new Accounts, buy Investments, or make further subscriptions to an existing Account.

So we don't breach Regulatory Requirements in the country you are resident in, we may prevent you from selling Investments, unless you're closing your Account, or transferring to another provider.

If you use the Service while you're outside of the UK, you'll do so at your own risk. It's your responsibility to check local regulations to make sure it is legal for you to do so.

You must tell us straightaway if you no longer meet the residency and eligibility requirements set out in Section 4. In such circumstances we may have to sell any Investments or limit your ability to Deal. This is to make sure we don't breach Regulatory Requirements in the UK, or in the country you've moved to.

Section 6 - Adding and withdrawing

6.1 Adding money to the Account

Before you place an Order to buy, you must make sure there is enough Tradable Money in the Account to settle the Deal and pay any Costs and Charges. Tradable Money is money held in your Account. This is minus any amounts for a buy Order that hasn't settled. Plus, the amounts you'll receive in respect of a sell Order that hasn't settled.

The maximum amount that can be subscribed to a Junior ISA in any Tax Year is set by the Government. To find out the latest allowance please visit their Website, or contact HM Revenue and Customs.

You can fund the Account in the following ways:

- ▶ Debit card - if we receive an instruction from your bank, we'll treat this to be available and Tradable Money straightaway;
- ▶ Direct Debit - we'll initiate the request once we've received it. It can take up to three Working Days before the money will become available and Tradable Money;
- ▶ Sterling cheque from a bank in the UK, the Isle of Man or Channel Islands. You won't be able to trade until the money becomes available and Tradable Money.
- ▶ By making a transfer from another Junior ISA as set out in Section 4.

Please note, any transfers from another Junior ISA or a Child Trust Fund won't count as a new subscription to the Account. However, if you make a transfer from another Junior ISA, any subscriptions made to that Account in the same Tax Year, before it

was transferred to us will count towards the subscription limit.

You can also fund the Account by making scheduled subscriptions. These payments can be made either by Direct Debit or by debit card. HSDL will initiate the request in line with your instructions, although it can take up to six working days before the money will become Tradable Money.

If you're going to make a payment by debit card, and your bank imposes any limits, it's your responsibility to notify them of the payment that we'll request so that we can collect it.

We're not liable for any loss arising from the late collection of a payment that is outside our reasonable control. This includes any loss of investment opportunity or loss of tax relief.

All subscriptions into a Junior ISA are gifts to the Child and can't be withdrawn except by the Child or the Registered Contact in the circumstances set out in Section 6.

If we take payments and/or Costs and Charges by Direct Debit, we'll give you three Working Days' notice (or as otherwise agreed) of changes to the amount, date or frequency. If you ask us to take a payment, you'll get confirmation of the amount and date at the time of your request.

6.2 Income

The Investments are shares in the Fund, which are set up as "accumulation units". This means the shares automatically keep any Income they earn within the Fund, which has the effect of increasing the value of the Investments. We won't usually receive any separate Income in respect of the Investments.

However, any Income that is received by us will be paid promptly into the Account. Where needed by Regulatory Requirements, you allow us to deduct Income tax at the appropriate rate from any:

- ▶ dividends
- ▶ interest payments; and
- ▶ cash entitlements

which are paid gross before paying the net amount to you, and to account for any tax deducted to the relevant authorities.

Any cash that you are entitled to receive in connection with the Account will be rounded down to the nearest penny.

Where we receive a dividend payment on your behalf by cheque, we'll credit the money to your Account as Available Money on the day we receive the cheque, as long as it's a Working Day. If, in our reasonable opinion, there's any doubt about

whether the cheque will clear, we may delay the payment. Once the cheque clears, it'll show in your Account as Available Money.

6.3 Withdrawals

In line with the ISA Regulations, no withdrawals can be made from the Account until:

- ▶ the Account is closed when the Child reaches the age of 18 (following the process in Section 6), dies, or where closure is otherwise permitted by the ISA Regulations; or
- ▶ where the Child is terminally ill, and a terminal illness claim has been agreed in line with the ISA Regulations.

When the Child reaches the age of 18, we'll no longer accept new subscriptions into the Account. We'll convert the Account into an "adult" ISA, and the Junior ISA will be closed.

We'll write to the Child to:

- ▶ ask if they want to sell the Investments and withdraw the resulting Available Money. In which case we'll sell all Investments in the Account and pay the proceeds (minus any money owed to us or HM Revenue and Customs) to the Child and close the Account; or
- ▶ confirm they can keep the Investments in the new "adult" ISA and provide them with a copy of the terms for the "adult" ISA.

In the event of the death of the Child, the Junior ISA value will normally be paid to the Child's personal representatives. When we've received satisfactory evidence of the death of the Child, and we are asked to do so by the personal representatives, we'll sell those Investments and pay the proceeds and any other cash in the Account (less any money owed to us or HM Revenue and Customs) to them once we have verified their identity.

Alternatively, if the Child's personal representatives ask us to register the Investments in the name of another person or people, we'll do this once we have been able to verify their identity (having deducted any money owing to us or HM Revenue and Customs). We'll then close the Account.

The Account will cease to qualify for tax exemption under the ISA Regulations from the date of death of the Child and no further subscriptions will be allowed. When we have been notified of the death of the Child, we'll stop collecting any scheduled subscriptions.

If the Child becomes terminally ill, the Registered Contact may apply to HM Revenue and Customs for permission to withdraw amounts from the Account. If HM Revenue and Customs approve the claim, they'll issue a letter to the Registered Contact authorising withdrawals.

HM Revenue and Customs will also send us notice to that effect, and when we receive it, we'll permit the Registered Contact to make withdrawals of any amount up to and including an amount sufficient to close the Account. We'll sell Investments as appropriate to meet any withdrawal request and make the proceeds of the sale available to the Registered Contact.

Until we sell the Investments, they'll be subject to daily price movements as normal.

6.4 When the child turns 18

When the Child is approaching their 18th birthday, we'll write to them confirming the options available and what action needs to be taken at that time.

If the Child decides, or if the Child does not make an alternative instruction before reaching the age of 18, then when the Child reaches the age of 18 years the relevant Junior ISA will be transferred to a new adult ISA.

The adult ISA will be opened for the Child in their own right, and will be subject to the terms and conditions. Any charges will be determined by the Replacement Terms and Conditions.

No subscriptions may be made, or instructions accepted for the adult ISA until the Child has completed the relevant Application form. In addition, the Junior ISA will have stopped accepting subscriptions (including scheduled Investments) at the point of the transfer.

If the Child chooses to close the Account upon reaching the age of 18 years. All the Available Money must be withdrawn or transferred in one single amount. In which case we'll sell all Investments in the Account and pay the proceeds (minus any money owed to us or HM Revenue and Customs) to the Child and close the Account.

6.5 Transfers to another Junior ISA

You can, at any time, transfer the Assets in the Account to a Junior ISA with another ISA Manager. If you are transferring to another stocks and shares Junior ISA, you must transfer all of the Assets in the Account. If you are transferring to a cash Junior ISA, you may make a partial transfer.

You can do this by applying to the Junior ISA Manager you want to transfer to. They'll provide you with a transfer form and will arrange the transfer with us. When we transfer the Assets, we'll sell the Investments and transfer the Available Money to the new Junior ISA Manager. We can't transfer Investments out of the Account.

Where your ISA has been transferred to another Junior ISA Manager and we receive dividends, interest or other Income on your behalf, we'll send this Income to the new Junior ISA Manager.

If you ask us to make a transfer to another Junior ISA, we'll close the Account once the transfer has been made if there are no Assets remaining in the Account.

Section 7 - Dealing

7.1 Placing orders

Except as otherwise set out in this Agreement, you can place Orders to Deal using the Online Service at any time. Or by using our Telephone Service during our business hours. If the Online Service is unavailable, or if you receive an error message, use the Telephone Service to place or confirm an Order. We buy Investments using Tradable Money that has been paid into the Account.

When you place an Order, you must tell us:

- ▶ the exact name of the investment;
- ▶ the number or value of the investment;
- ▶ if you want to buy or sell the investment; and
- ▶ any other information we may need.

7.2 Accepting or refusing orders

When we accept your Deal, we'll give you a bargain or Order reference number. Your Order won't bind us, until we accept it.

Any Deal that we accept in good faith will form a legally binding contract between you and us. Once we've accepted your Order, you can't change your mind, unless they are Scheduled Investments or a TradePlan.

We may reject your Order where:

- ▶ there isn't enough Tradable Money for the relevant Deal, or any other Orders to purchase Investments you have placed but that have not yet settled. If there isn't enough Tradable Money to cover the whole Deal, we reserve the right to:
 - (a) not carry out any part of the Deal; or
 - (b) adjust your Deal to match the Tradable Money in the Account;
- ▶ the Account doesn't have enough Investments for the relevant Deal and for any other Orders to sell Investments you have placed but that have not yet settled;
- ▶ we believe we might:
 - (a) breach Regulatory Requirements;
 - (b) breach the rules of any Market; or
 - (c) become exposed to action or censure from any government, regulator or law enforcement agency;
- ▶ we're not reasonably satisfied you have the right to Deal in the Investments you have given us an Order for. In which case, we'll not accept your Order until you have given us proof that is acceptable to us;
- ▶ it's unclear or we have reasonable grounds to believe it is incorrect, given in error or is not given by you or a person authorised by you;
- ▶ we've not received information we've requested, which is reasonably necessary for us to carry out the Deal;

► your Order is to sell Investments and you owe us money.

If we reject an Order, we'll take reasonable steps to tell you and give you the reason for our rejection. This is if we're allowed to do so under the Regulatory Requirements.

7.3 Executing orders

If we accept an Order inside a Dealing Period, we'll carry it out as soon as reasonably practicable. The cut-off for orders to be accepted on a Working Day is 3.15pm for the Deal to be executed at the next AVP at 8am on the following Working Day. Orders received after this cut-off will be executed at the following AVP.

Once we've accepted your Order, we can't accept any responsibility for any actual or potential financial loss or expense that you incur if, for any reason (other than our negligence), there is a delay or change in market conditions before the execution of your Order is complete.

If we negligently fail to carry out an Order we have accepted, we'll take all reasonable steps to return you to the position that you should have been in.

We'll execute each Order in line with the Regulatory Requirements and the rules of any Market on which the Deal is affected.

We carry out orders in line with "Best Execution" and our Order Execution Policy ("OEP"). This sets out the arrangements we have put in place to make sure we meet our "Best Execution" obligations. Our current OEP has been provided to you.

When we update this, we'll publish it on our Website at bankofscotland.co.uk/importantinformation

If you give us specific Dealing instructions for an Order and we agree to execute it in line with your instructions, not our OEP, it may not be possible to get the best result available at the time of the Deal. The dealing terms you receive may also be adversely affected.

When we carry out Orders

We may combine your Orders with those of other clients. This is called "Order aggregation". We'll only do this where we believe the aggregation is unlikely to be of a disadvantage to you. However, the result of the aggregation may be to your disadvantage if we had bought or sold your Investments separately.

We may treat each Order to Deal at different times in the same type of investment as separate Orders. This means Costs and Charges may apply separately to each Deal.

After an Order is placed, if we're asked to cancel any dealings in the relevant investment by that Market, we won't be liable for any actual or potential financial loss you incur.

We reserve the right to cancel any duplicate or repeated Deals where the circumstances indicate the Deal has been split into smaller Deals to take advantage of Market limitations or restrictions.

We may carry out a Deal as the other party to that Deal, rather than arrange it with somebody else. If we do this, we'll tell you after we carry out the Deal.

7.4 Deal confirmations

We'll send a Trade Confirmation by the end of the following Working Day after we've carried out your Order. If the Order is carried out by a Third Party on our behalf, we'll send this by the end of the Working Day after we receive the relevant confirmation from them.

You can ask us for an update on the status of any Order you've placed. Our Deal records are conclusive. This means, in the absence of any obvious error, the information held on our systems and the Trade Confirmation are the only valid evidence of the Deal. In particular, the screen message may not be used as evidence of a Deal.

If the information on a Trade Confirmation or our system isn't correct, you must tell us as soon as possible so we can rectify any missing or incomplete information.

7.5 Appropriateness

Before you place an Order to Deal in certain Investments, we may collect further information from you to help us assess whether the transaction is appropriate for you. Such as, reference to your knowledge, experience and understanding of the risks involved. If we assess that a certain investment, such as a Complex Instrument, you're attempting to buy is not appropriate for you, you won't be permitted to place the Order at that time.

Section 8 - Settlement

The Account will be denominated in Pounds Sterling. We'll carry out deals and settle them in Pounds Sterling.

Where we carry out a Deal, if you've met with your obligations, the Account balance will reflect the cash proceeds and Investments relating to that Deal, on the dealing date. The cash proceeds of a sale will only become Available Money on the Settlement Date.

8.1 Receipt of proceeds on the sale of investments

If you sell units in Unit Trusts or OEICs the net sales proceeds will count as Tradable Money from the date we update your Account with Deal details for the purposes of making further Investments only. If you owe us any amounts under this Agreement, we may use any sale proceeds to pay them.

8.2 Payment on the purchase of investments

Where we use Tradable Money to purchase Investments, the amount for those Investments will be deducted from the Account. The money will no longer be tradable and available on the dealing date.

Once you've placed an Order for a Deal, the Tradable Money will be allocated to that Deal. You can't use that money for any other Deal.

8.3 Investments

When we carry out a Deal for you, we'll update your Account automatically at the time of your Deal to reflect the Investments you have bought or sold. You can't withdraw amounts from the Account until the Settlement Date (where a withdrawal or transfer is possible under Section 6).

8.4 Failure to settle

There may be circumstances beyond our control, which mean we can't settle your transactions. If this occurs, we'll use our reasonable efforts to settle the trade for you. However:

- ▶ there may be circumstances in which Settlement is impossible, prevented by a Third Party, an exchange or irregular market conditions;
- ▶ where the trade has to be settled through a Settlement system, this may also mean there is a significant delay in Settlement or that Settlement does not occur; and
- ▶ you'll be liable in relation to the transaction until Settlement or other conclusion of the transaction occurs.

If Settlement failure occurs, we'll notify you as soon as reasonably practicable and discuss your options for Settlement.

If you fail to:

- ▶ pay amounts due from you in Settlement;
- ▶ pay, when due, a charge notified to you, or any other amount due to us under this Agreement; and/or
- ▶ make Investments available in the Account in order to complete a Deal;

we may:

- ▶ cancel any Deal that is outstanding;
- ▶ apply all relevant Costs and Charges for carrying out that Deal;
- ▶ need you to pay for the cost of buying Investments to settle a Deal, together with any costs and fees, which we incur;
- ▶ claim the total amount you owe us, together with interest on that amount at a rate of 2% above the Bank of Scotland Variable Mortgage Base Rate (calculated daily), from that date until the full payment has been paid; and/or

- ▶ if allowed by Regulatory Requirements, keep, transfer or sell any Investments, connected rights or Tradable Money that the Nominee Company holds for you. We'll apply the proceeds towards settling the total amount owed by you. Any shortfall will still be due from you. We reserve the right to pass your details on to a Third Party for debt collection purposes if we reasonably believe that any amount owing to us by you won't be paid.

Section 9 - Holding Investments and cash in the account

9.1 Holding your investments

Investments in the Account will be held for you in "safe custody". This means they'll be kept separate from our own Investments. We may register legal ownership of the Investments:

- ▶ in the name of a Nominee Company controlled by us. The Nominee Company will have legal title to the Investments, but the Child will always keep beneficial ownership; or
- ▶ in the name of a Nominee Company controlled by a third party we have appointed. Where we do so, we will take reasonable steps to ensure the protection of your Investments, for example by carrying out due diligence both before appointing them and on an ongoing basis thereafter. The Nominee Company will have legal title to the Investments, but the Child will always keep beneficial ownership; or
- ▶ in the name of a Third Party. This will be done where we cannot register ownership in the name of a Nominee Company due to the law or Market practice outside of the UK, or where it is not feasible to register ownership in the UK via a Nominee Company. We will only do this where we've taken reasonable steps to determine it is in your best interests to do so, or it is not feasible to do otherwise.

We'll accept full responsibility for the acts and omissions of the nominee companies we appoint.

If we register your Investments in the name of a sub-custodian located in a jurisdiction outside of the UK:

- ▶ different Settlement, legal and Regulatory Requirements may apply from those in the UK; and
- ▶ there may be different practices for the separate identification of safe custody Investments.

This means the protection of your Investments may be different, depending on the jurisdiction in which the sub-custodian operates.

Where we appoint a Third Party to act as sub-custodian, we'll exercise all due skill, care and diligence in the selection, appointment and periodic monitoring of the Third Party.

However, we accept no responsibility for the default or other failure to perform by a Third-Party sub-custodian, except if we didn't exercise due skill, care and diligence.

Where your Investments are held by a Third-Party custodian, we can't guarantee you wouldn't lose any Investments if the entity fails.

To show your Investments are not available to their creditors, we'll take reasonable steps to make sure their records show they are held for you and don't belong to us, the Nominee Company or the Third-Party sub-custodian.

In the event a Nominee Company or Third-Party custodian becomes insolvent, we'll seek to recover your Investments through all means available to us. This includes from the administrator or insolvency practitioner appointed to deal with that entity's affairs.

During this period, you may not be able to place an Order to Deal in the affected Investments.

While providing this Service, you authorise us, the nominee companies and Third-Party sub custodians, which we appoint, or are appointed on our behalf, to hold or transfer Investments (or entitlements to them) with or to:

- ▶ securities depositaries;
- ▶ clearing or Settlement systems;
- ▶ account controllers; or
- ▶ other participants in the relevant systems.

These Investments or entitlements will be separately identifiable from any others held in the same system for our Account. These entities may be within or outside the UK.

We won't lend or deposit, by way of collateral, any Investments to a Third Party. You must not use the Investments and cash as security for a loan.

You agree your Investments are pooled with those held by the Nominee Company or sub-custodian for other clients. This means your Investments aren't separately identified from those of other clients, except within our records. Controls are in place to make sure we don't use your Investments to settle trades of another client.

Regardless of the controls and measures in place, there can be instances when shortfalls in money or Investments can occur. Sometimes just during the Working Day or sometimes for a longer period (for example where Market conditions change during Settlement of a trade). We'll endeavour to resolve all shortfalls on your behalf as promptly as possible.

Where a shortfall occurs we'll allocate our own money to cover the value, which we'll hold as Client Money until we're able to resolve the shortfall. If however there's a shortfall in any holdings in the Nominee Company or sub-custodian, and this cannot

be covered by us for any reason, including in the event of our insolvency, you may share proportionally in losses arising from the shortfall.

If we've not received instructions from you for at least 12 years, we may sell and/or transfer your Investments and pay any money to a charity of our choice. We'll only do this where permitted by Regulatory Requirements and if we've taken steps to contact you, but haven't been successful.

Where we do this, if you then contact us, we'll pay you an amount equal to the value of the Investments at the time they were sold or transferred.

Shareholder perks

Some companies offer special benefits to their shareholders (known as, "shareholder perks"). As the Investments will be pooled with those of other clients and are registered in the name of the Nominee Company or a sub-custodian, we may not be able to claim shareholder perks for you. However, if we can claim shareholder perks for you, we'll do this. We'll hold the Investments in line with Regulatory Requirements.

9.2 Holding cash as client money

Where there's cash in your Account, we'll hold it as Client Money in line with Client Money Rules.

This means:

- ▶ we'll keep money that we hold for you, separate from our own money. It'll be placed, along with money belonging to other clients, in a pooled Client Money bank Account, with an Approved Bank in line with Client Money Rules;
- ▶ as your money will be pooled with money held for other clients, it isn't separately identifiable;
- ▶ we may also place Client Money in notice or unbreakable term deposit accounts. Client Money may be placed in Accounts with notice periods of, or on deposit for fixed terms of up to 95 days;
- ▶ placing Client Money in notice or term deposit accounts doesn't affect your ability to Deal or withdraw cash from your Accounts. However, it may not be available straightaway, in the event of default by us, or by one of the institutions with whom your money is held;
- ▶ if an Approved Bank becomes insolvent, we'll seek to recover your money through all means reasonably available to us, including from the administrator or insolvency practitioner appointed to deal with that entity's affairs. If there's a shortfall in the amount held by the Approved Bank, you may proportionally share any losses;
- ▶ we'll exercise all due skill, care and diligence in the selection, appointment and periodic review of any Approved Bank to whom we transfer Client Money;

- ▶ you authorise us to allow another person, such as an exchange, clearing house or intermediate broker, to hold or control Client Money for the purposes of Deals through or with that other person;
- ▶ we may place Client Money with an Approved Bank outside the UK. Where we effect a Deal on your behalf, or Income is paid on Investments outside the UK, your Client Money might have to pass through a Third Party such as an exchange, clearing house or intermediate broker outside the UK;
- ▶ in these circumstances, the legal and regulatory regime will be different from those in the UK. If that person fails and can't repay all its creditors, Client Money may be treated differently than if it were held in the UK;
- ▶ in the event of such a person being declared in default, we'll make a claim on your behalf. This includes, where applicable, through any available compensation scheme.

We don't pay interest on money held in your Account.

- ▶ Any interest we keep helps to develop our products and Services;
- ▶ There isn't a requirement to hold a minimum balance. You should make sure you have enough cash to cover any charges when they're due.

When we receive the Investments you have purchased, we'll hold them as client Assets for you.

9.3 Transfers of business

If we transfer our business to a Third Party, you agree we may transfer your Client Money and/or Investments as part of the transfer of business, provided that:

- ▶ they're transferred on terms, which require the Third Party to return them to you as soon as practicable at your request; and
- ▶ if the amount is not less than £25, either:
 - (a) the Client Money and/or Investments will be held in line with Client Money Rules and UK Regulatory Requirements; or
 - (b) we've exercised due skill and care in the selection of the Third Party.

If we transfer your Client Money and/or Investments, we'll give you notice no later than seven days after the transfer, telling you:

- ▶ the Client Money and/or Investments will be held by the person they've been transferred to, in line with Client Money Rules and UK Regulatory Requirements;
- ▶ if not, how the Client Money and/or Investments will be held by that person;
- ▶ the extent of protection for your Client Money and/or Investments under a compensation scheme; and
- ▶ you may opt to have your money and/or Investments returned to you as soon as practicable at your request.

Section 10 - Corporate Actions

If you ask and where available, we'll arrange for you to:

- ▶ attend shareholders', securities holders' or unit holders' meetings (subject to any restrictions on attendance imposed by the company); and
- ▶ vote by proxy (by telling us how you want the votes to be exercised by the Nominee Company). We will only use any rights we have to vote for you when you tell us to do so.

Company Reports

If you'd like to see copies of the report and accounts for the Scottish Widows Tracker and Specialist Investment money ICVC that include information on the Fund, at any time these are available at [scottishwidows.co.uk](https://www.scottishwidows.co.uk)

If you're entitled to extra Investments (for example, through a bonus or other capitalisation issue), where possible, we'll automatically arrange to hold your new Investments in the Account. If a Corporate Action happens on Investments in your Account, which will result in a material change to your holding, we'll use reasonable endeavours to tell you about any rights, unless we consider it impractical to do so.

Participation in a Corporate Action

If you want to take part in a Corporate Action, you must give us instructions as per our request, by the end of the given date. Before we carry out your instruction, you must have Tradable Money in the Account by the date we give you. If Tradable Money is not available, Section 9 will apply. If there isn't enough Tradable Money in the Account, you can add additional money to the Account, subject to the annual subscription limit for the Junior ISA.

We'll aim to carry out your instructions, but only on terms as you tell us and as are reasonably acceptable to us. Once you've given us your instruction, you can't change it.

If we become aware of a Corporate Action at short notice and don't have time to get or receive your instructions, we'll select the default option the company gives us. Otherwise, we'll take action, or refrain from taking any action, as we, under our discretion, determine.

If there's a delay to a Corporate Action that is out of our control, we may revoke any instructions we've already received, where the terms of the Corporate Action allow us to. You'll then need to resubmit your instruction once the delay has been resolved.

We may delay writing to you until the Corporate Action has been declared ex-entitlement. Or, in the case of a mandatory Corporate Action, we'll wait until it has become effective and we've received the benefits you're entitled to.

Except for a compulsory acquisition, we won't accept any offer on your behalf without your specific instructions.

This could mean that any benefits that you were entitled to could lapse. It's not always possible to receive cash proceeds in exchange for any benefits which lapse.

The terms of a Corporate Action may need us to make a single decision on behalf of our Nominee Company. If it does, we may not be able to offer you the same choices that would've been available if the shares were held directly.

Where possible we'll aim to give you an option, which best approximates the offer, but we can't guarantee this will match the option given by the company.

If a Corporate Action results in Investments or benefits being due to you or us, we'll update the Account promptly in line with the terms of the offer and Regulatory Requirements. Any entitlements will be rounded down to the nearest whole share, or to at least two decimal places for Unit Trusts.

Fractions of Investments or cash

If, after acting for you and our other clients for any transaction, we're left with fractions of Investments or cash and we can't credit them to your Account, we may add these together, sell them (in the case of Investments) and where the value is less than £5, we'll keep the proceeds to set against our operating costs. Where Investments cannot be sold within 10 Working days, we will add them together and donate them to a charity of our choice.

If your Investments are subject to a Corporate Action, which includes an offer to purchase extra shares and you decide not to take up that offer, we may:

- ▶ purchase them as legal owner of the shares. We'll keep any profit (and be liable for any loss) on any future sale of those shares;
- ▶ instruct our Nominee Company (as legal owner of the shares) to purchase those shares on our behalf. We'll keep any profit (and be liable for any loss) on any future sale of those shares. We won't be liable for any loss incurred if your Investments are subject to a Corporate Action, which causes them to become ineligible for our Service.

Market rules

- ▶ If you're selling Investments through us and receive a related benefit to which you're not entitled, you must give up this benefit. We'll collect it and pass it on to the person entitled to it.
- ▶ Equally, if you're buying Investments and you do not receive a related benefit to which you are entitled, we'll claim that benefit for you.
- ▶ Entitlement is based on the Market's "ex-date" (the date, which an investment is traded without that entitlement) and not the "record date" (the date, which all holders shown on the register will receive a benefit).
- ▶ If you make a Corporate Action election and then sell your Investments, you'll be liable for any costs associated for having to buy back those Investments to honour your election. You'll also be liable to pay for any loss arising from adverse movements in the share price.

Section 11 - Costs and Charges

We apply Costs and Charges for the Service. Details of all our current Costs and Charges are on our Website and are available on request. We may change our Costs and Charges at any time in line with Section 15. All Costs and Charges and any other payments due from you to us are inclusive of VAT (where applicable).

Trading Charges

The Fund has Costs and Charges and expenses which are detailed in the Key Investor Information Document. You may also be liable for other costs which we incur under this Agreement. This includes:

- ▶ reasonable nominations;
- ▶ transfers and registration fees;
- ▶ stamp duties; and
- ▶ any other taxes or fiscal liabilities and any losses, which we suffer if you fail to meet your obligations under this Agreement.

You'll pay a Panel on Takeovers and Mergers ("PTM") levy on real-time trades or any planned purchases over £10,000 (where applicable). We'll collect Dealing Charges by adding them to the cost of buying Investments, or by taking them from the sale proceeds.

We'll deduct any Stamp Duty, Stamp Duty Reserve Tax, Value Added Tax or any other taxes or levies, which apply when you buy or sell Investments or incur Costs and Charges. We'll report all taxes and levies to the relevant authorities. We'll pass any applicable charges onto you.

You may be liable for any other taxes that arise with a Deal, for example Capital Gains Tax. Other costs and taxes may exist that are not paid or charged by us. You are responsible for making sure you understand and adhere to personal tax obligations when using our products or Services.

You should keep your own record of stock movements and transactions. You shouldn't rely on the book costs we provide for calculating tax liabilities.

When applying our Costs and Charges, we round up fractions of a penny to the nearest penny. We round down any entitlements to the nearest whole share or to at least two decimal places for Unit Trusts.

We may charge debit interest on unpaid amounts as set out on our Website from time to time. Also we may collect any costs, charges and interest due to us by debiting any Account you hold with us, or Lloyds Banking Group in line with Section 9.

This includes the right to use any money held in the Account, or arranging the sale of Investments to cover the outstanding amount. If we sell any Investments, charges may apply. See our Website for details.

We may restrict your Account and prevent any further transaction on the Account while any amounts due to us are unpaid.

We, or other members of Lloyds Banking Group may, where Regulatory

Requirements allow, receive or keep rebates, commissions or other benefits relating to Investments and you consent to us recovering such amounts.

We'll provide you with further details about such arrangements as they relate to a particular Deal or Service before providing you with such Deal or Service and afterwards on request.

Section 12 - Information about the Account

12.1 Market information

We may send you Market Information and analysis. This won't constitute investment advice and any decision to Deal in Investments rests with you. Market Information may be available to you as part of the Online Service. It is for your own personal use.

You must not pass the information on to anyone else or use it for any commercial or unlawful purpose. If you think that someone has used Market Information without our permission, you must notify us straightaway.

If we provide Market Information, we use sources we believe to be reliable. If we use an independent information provider for the information, we'll use all reasonable care and skill to pick that provider.

- ▶ We and any provider may have limited or no control over the information sources.
- ▶ We can't guarantee the Market Information is right, complete, timely or in the right Order. Or that it'll always be available for you to use.
- ▶ You must satisfy yourself that the information is reliable before you make any decisions or take any actions.
- ▶ We're not responsible for any decision, action or any loss that you, or anybody else, may suffer based on the Market Information provided by us.

12.2 Trade Confirmations, Valuations and Statements

If you've registered to use our Online Service

- ▶ and you're viewing your valuation, it'll be based on the price at the close of the previous Working Day.

We'll send you an email confirming the Trade Confirmation is available Online. If you don't receive an email from us:

- ▶ don't repeat your Order;
- ▶ check the details of your Deal using the Online Service by clicking on the Deal reference number;
- ▶ this will display the Trade Confirmation details. Where needed, you can contact us for further information.

Details of the Investments and Client Money we hold for you will be available using our Online Service.

This will show the value of your Investments and Client Money. Also, how the values have been calculated. You can see all information about your Deals such as any subscription or Investment Plans.

We'll provide you with an Online statement and valuation showing Investments and money in your Account, at least quarterly.

- ▶ We'll send you an email to the address registered on the Account to tell you that the statement is available.
- ▶ The statement will show the value of Investments and how they're calculated.
- ▶ If you'd like a copy of your statement, please contact us to arrange this. Charges will apply.

We'll provide you with an Online yearly statement of all Costs and Charges you've paid.

- ▶ If you want to receive paper Trade Confirmations and/ or statements, you'll need to contact us to arrange this. Charges will apply.

If you're not registered to use our Online Service, or if we can't give you information Online or by email

- ▶ We'll send you paper Trade Confirmations by close of business, the Working Day following your Deal.
- ▶ If you don't receive a Trade Confirmation, don't repeat your instruction. Instead, contact us for more information.

You'll receive paper statements and valuations showing the Investments and money held in your Account at least quarterly.

- ▶ The statement will show the value of Investments and how they're calculated.
- ▶ If you'd like a copy of your statement, please contact us to arrange this. Charges will apply.

We'll also provide you with a paper yearly statement of all Costs and Charges you have paid.

12.3 Correcting errors

If we make a mistake when we execute a Deal, we may send you a Trade Confirmation that shows our mistake.

When we've corrected our mistake, we'll give you a Trade Confirmation that will show the steps we've taken to correct the mistake.

If you suspect an error has been made on the Account, you must contact us

straightaway so we can investigate.

12.4 Communications between you and us

Sending documents

You should keep a note of the date when you post documents to us and of any cheque numbers to help with any questions.

We'll use reasonable care when sending documents or confirmations to you. We're not responsible for any loss, delay, change or corruption of the information or documents that is outside our reasonable control.

Sending emails

Where you've not registered to use our Online Service, but have provided us with an email address, or if you've registered to use our Online Service, we'll send all written communications by email to the latest address you've given us.

We class emails as arriving straightaway. In circumstances where we can't send an email, we reserve the right to send such notices by post.

If we can't send an email

Where you haven't registered to use our Online Service, or we can't send you an email, we'll send all written communications to the latest postal address you've given us.

We expect written communications to arrive 72 hours after posting if sent to a UK address. Or if sent abroad, 10 days after posting.

Texts

Where you've provided us with a UK mobile number, we may send you text messages about your Account.

Making changes to details

- ▶ If you change your name, address, email address or other contact details, you must tell us straight away.
- ▶ If you're registered for our Online Service, we may also accept changes to your contact details such as your email address and telephone number through our Online Service.

You should also make sure you can receive emails from us and it's safe to do so. If you haven't told us about a change of contact details and we send a notice to the latest details that you have given us, it will be effective.

If we receive returned mail, we'll restrict your Account. This will prevent trades being placed, including Regular Investments and dividend reinvestment.

12.5 Recording communications

We may record, keep and/or monitor telephone calls or other communications for the purposes of:

- ▶ training;
- ▶ checking instructions;
- ▶ verifying your identity; and
- ▶ making sure that we are meeting our Service standards and Regulatory Requirements.

We may use these records as evidence if there's a dispute.

All telephone calls or conversations will be recorded. You can request a copy of the recording for up to five years from the date it's made, or up to seven years where the FCA tells us to keep it for that period.

Section 13 - Complaints and Compensation

If you have a complaint about the Account, or would like details of our complaints procedures, please call us on **0345 606 1188**, or talk to us online using Web Chat once logged in to your Account. Or, you can write to: Customer Services, Bank of Scotland Share Dealing, Lovell Park Road, Leeds LS1 1NS.

We'll investigate your complaint in line with Regulatory Requirements. If we can't resolve your complaint to your satisfaction, you may have a right to complain directly to the Financial Ombudsman Service or take civil action.

Further information can be obtained by writing to The Financial Ombudsman Service at Exchange Tower, London E14 9SR or by visiting their Website at **www.financial-ombudsman.org.uk/consumer/complaints** or by telephone on **0800 023 4567**.

Where we investigate a complaint and want to offer you compensation, we'll contact you to discuss this. We'll become liable for any payment once you accept the offer and give us instructions on how the compensation should be paid. The money will be due and payable to you on the fifth Working Day after the offer is accepted.

We're a participant in the UK Financial Services Compensation Scheme ("FSCS"). As you've been categorised as a retail client, you may be able to make a claim on this scheme on behalf of the Child if we default in our obligations under this Agreement. Compensation of up to 100% of the first £85,000 of Assets held is available to eligible claimants. If you ask, we'll send a summary of your rights under the FSCS. Further information can also be obtained from the FSCS.

Section 14 - Changing this Agreement and termination

The Account can't be closed or this Agreement terminated unless:

- ▶ the Junior ISA is transferred to a new Junior ISA Manager by you, in line with Section 6 or by us as detailed below;
- ▶ the Child reaches age 18 or dies;
- ▶ the Child becomes terminally ill, and a withdrawal is made under Section 6, which reduces the amount in the Account to zero; or
- ▶ the ISA Regulations otherwise permit us or you to close the Junior ISA.

We can freeze the Account and/or stop providing the Service immediately, without notice to you:

- ▶ where we reasonably believe that to do otherwise could cause us to break Regulatory Requirements;
- ▶ in the circumstances set out in section 5;
- ▶ where you have materially breached this Agreement; or
- ▶ where you are or may be behaving improperly - for example in a threatening or abusive way.

We won't be responsible for any loss that you may suffer as a result of this.

Where the Account doesn't hold any Assets and has not been used for a period of 12 months or more, we reserve the right to treat the Account as inactive and refrain from sending any correspondence, documentation or marketing literature to you.

Where the Account doesn't hold any Assets and has not been used for a period of 12 months or more, we reserve the right to close the Account.

If our appointment as ISA Manager is ended for whatever reason, we'll give you at least 30 calendar days' notice and notify you of your right to transfer the Junior ISA to another Junior ISA Manager.

Unless you ask us to transfer the Junior ISA to another Junior ISA Manager, we reserve the right to transfer the Junior ISA to another Junior ISA Manager at Lloyds Banking Group.

We may appoint another person to be the ISA Manager for the Junior ISA under these terms and conditions. We'll give you 30 calendar days' notice. The new ISA Manager must be approved to act as an ISA Manager by HM Revenue and Customs.

On termination, you'll be liable for our Costs and Charges to the date of termination and any expenses or losses necessarily incurred by us or on our behalf in order to conclude outstanding transactions.

14.1 Our rights to change this agreement

We may change the terms of this Agreement at any time where:

- ▶ we reasonably consider the change wouldn't be to your disadvantage;
- ▶ the change is as a result of a regulatory requirement;
- ▶ the change is an increase to our Costs and Charges, responding to cost increases associated with providing the Service and/or Accounts;
- ▶ the change is to take Account of, in a proportionate manner, changes in technology, the systems we use to provide the Service, or the investment and financial systems;
- ▶ the change would make this Agreement easier to understand or fairer to you; or
- ▶ to improve the Service or to introduce a new Service.

We may also change the terms of this Agreement at any time for any other valid reason not specified above. Unless Regulatory Requirements prevent us from doing so, we'll give you prior notice of any change to this Agreement.

The notice will tell you:

- ▶ what the change is;
- ▶ the reason for the change;
- ▶ the date on which the change will come into effect.

Unless the change is in your favour, or is neutral, we'll give you at least 30 days' written notice.

If you're not willing to accept a change we make to this Agreement, you may choose to terminate this Agreement before the change comes into effect. If the change is not for one of the reasons given in this section, we'll agree to waive any Costs and Charges that would normally apply on termination.

If we've accepted your instructions to carry out a Deal before we give this notice, we'll carry out and settle that Deal in line with the terms and conditions before the change is made.

Section 15 - Our liability, governing law, regulation and tax reporting

Subject to Regulatory Requirements, we can employ agents on such terms as we reasonably think fit and we can delegate any of our functions under this Agreement. We'll satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry them out. We remain responsible under this Agreement for any functions we delegate to another person.

If we can't perform any of our Services under these terms and conditions due to circumstances beyond our reasonable control, we'll take all reasonable steps to bring those circumstances to an end, but we won't be liable for our non-performance.

We're not liable to you for any losses, unless directly caused by our negligence, wilful default or fraud.

We're not liable to you for any losses:

- ▶ arising from any cause beyond our reasonable control;
- ▶ which we couldn't reasonably have anticipated when you gave us instruction; or
- ▶ in relation to any loss of business, loss of goodwill, loss of opportunity or loss of profit.

We won't be liable to you for any act or omission by us, which we reasonably believe to be necessary to avoid us breaking Regulatory Requirements.

Nothing in this Agreement excludes or restricts any liability, which we may have to you under the Regulatory Requirements or any liability that Regulatory Requirements do not allow to be excluded or restricted.

This Agreement is governed by English law. You and we submit to the non-exclusive jurisdiction of the Courts of England and Wales.

All communication between us in connection with this Agreement, either oral or written, will be in the English language.

15.1 Conflicts of interest

Your attention is drawn to the fact that there may be limited circumstances in which a conflict exists between your interests and those of us or our other clients. To mitigate and control these conflicts, we have a Conflicts of Interest Policy. This document is provided separately, and is available online. You may also request a copy at any time by contacting us.

15.2 Tax reporting and withholding for customers subject to the tax regime of certain other countries (including the USA)

We (or other companies in the Lloyds Banking Group) may be required by legislation or by Agreement with tax authorities to report certain information about you and your relationship with us, including information about your Accounts:

- ▶ to the tax authorities in the UK, which may then pass that information to the tax authorities in another country where you may be subject to tax; or
- ▶ directly to the tax authorities in other countries (such as the USA) where we reasonably think or are required to presume you are subject to tax.

If we're required to report information about you or your relationship with us (or both), including information about your Accounts, this information includes:

- ▶ the Account number;
- ▶ the amount of interest paid or credited to the Account;
- ▶ the Account balance or value;

- ▶ your name;
- ▶ address;
- ▶ country of residence;
- ▶ social security number or taxpayer identification number.

In addition, we may need you to give us further information, documents or certifications about your identity, tax residence and US Citizenship status.

If we're required to report information about your Accounts, you agree that:

- ▶ you'll provide additional information and documents we need from you and that confidentiality rights under relevant data;
- ▶ protection, bank secrecy or similar laws won't apply to information we report or obtain from you to meet our obligations;
- ▶ if you do not provide us with information or documents we need, we may:
 - (i) apply a withholding tax to amounts, including interest, we pay to you; or
 - (ii) close your account; or
 - (iii) transfer your account to an affiliate in another jurisdiction; and
- ▶ we won't be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in line with this condition, unless that loss is caused by our gross negligence, wilful default or fraud.

Section 16 - Regular Investments and Subscriptions

Regular Investments are a feature of the Service that allows you to place an instruction to fund the Account and/or purchase particular Investments on one, or a number of pre-defined dates each month. Regular Investments are executed by us in line with Section 7.

16.1 Funding regular subscriptions and your subscription plan

If you set up Regular Subscriptions, we'll automatically collect the payments from your Nominated Bank Account, according to the schedule agreed by you and us through the Online Service or the Telephone Service (a "scheduled subscription").

The timetable for your scheduled subscriptions is called a "subscription plan".

Where you're funding the Account using a debit card, we'll usually request money from your Nominated Bank Account on the day specified in your subscription plan, or, if it is not a Working Day, the next Working Day.

If you've:

- ▶ set up a Direct Debit instruction; or
- ▶ replaced your Direct Debit instruction with a debit card and not amended your regular subscription;

we'll usually request money from your Nominated Bank Account at least two Working Days before the day specified in your Subscription Plan.

16.2 Making regular investments and your investment plan

A regular investment plan allows you to set up an Order to purchase a pre-determined value of Investments on one or a series of defined days (a "scheduled investment").

The timetable for your scheduled Investments is called an "investment plan".

You can change your instructions in relation to a scheduled investment at any time before the Working Day on which the Deal is due to take place.

If we Deal on the basis of a scheduled investment, we'll begin processing your Order on the day specified in your investment plan or, if it is not a Working Day, the next Working Day. However, we can't guarantee the Deal will be completed on that Working Day.

Except where this section applies, we'll begin to process your Deal after the cut-off time detailed in Section 7, for execution at the next available AVP. Your Deal will then be executed as soon as reasonably possible during the relevant Dealing Period.

If we reasonably think at the time, it is in your best interests and appropriate (for example, because of unusual market conditions), we can delay scheduled investment until we think it is appropriate for us to place the Deal. If we delay a scheduled investment, this will be disclosed on our Website or in an email sent to you. Provided that we have acted reasonably, we shall not be liable to you for any losses that you may incur as a result of the delay.

Once we know the price of the Investments to be bought, we'll calculate the number of Investments to be allocated to the Account and shall allocate them as soon as reasonably practicable after we have completed the relevant Deal, in line with Section 8.

If you'd like this in Braille,
large print, audio or
another format, please
contact us.

If you have a hearing or speech impairment you can use Relay UK. On a smartphone, computer or tablet, you can call through the Relay UK app, our lines are open Monday to Friday, 9am to 8pm except on Public holidays where lines are open 9am to 5pm (closed Christmas day). If you're deaf, you can also use BSL and the SignVideo service at [bankofscotland.co.uk/accessibility/signvideo](https://www.bankofscotland.co.uk/accessibility/signvideo), our lines are open Monday to Friday 9am to 5pm.

Telephone calls may be monitored or recorded.

Information correct as of January 2025.

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