

# TERMS & CONDITIONS FOR EXECUTION ONLY CUSTOMERS

These Terms & Conditions ("T&Cs") represent a legal agreement, or contract, between the parties. This information is provided to help you decide whether the solution is right for you. You should read this document very carefully and obtain independent professional advice if anything is unclear. It is a legally binding agreement and contains important information about the services provided, so please keep it safe for future reference.

Please do not use this service if you are unclear about anything in this document, or if you do not agree to any of its terms. If you use this service, you will be deemed to have agreed to this document, and it will establish a contract between the parties.

This agreement is governed by English law.

#### **The Parties**

These T&Cs are agreed between you ('the customer/client/investor'),

### **Investment Champion Online Limited**

known as Investment Champion (an Appointed Representative of The Private Office Limited (TPO) and registered at 2 the Bourse, Leeds LS1 5DE) as provider of this execution-only platform solution, and **Hubwise Securities Limited**, known as Hubwise ('the Platform Service Provider'), who provides the platform, technology, and custodian services. Hubwise Securities Limited is registered at Waverley Court, Wiltell Road, Lichfield, Staffordshire WS14 9ET.

### **The Arrangement**

Investment Champion, through its relationship with TPO, has entered into an agreement with Hubwise to provide you with access to the Platform, and associated services as your agent.

Investment Champion is a representative of The Private Office group of companies and contracts with other entities within the group to bring this complete solution to you.

References to 'we', 'our' and 'us' in this agreement relate to both Investment Champion and Hubwise unless otherwise specified.

#### **Definitions**

Except where the context requires otherwise, the following apply to all sections of these T&Cs.

ACCOUNT: a unique account that you will have with us, with a designated account reference number. Your Account will contain your personal details, including those of your Nominated Bank Account, and will contain a summary of transactions you have executed using our services, as well as your Available Balance

ACT: the Financial Services and Markets Act 2000.

AMC: the Annual Management Charge that is levied by the fund manager for managing the fund's investments.

APPLICATION: an application completed by you online, to open a Platform account.

ASSETS: are securities and funds, income, interest, cash balances and any other rights

and entitlements from time to time held within your account.

AVAILABLE BALANCE: the cash balance(s) in your Account(s) that you can use to buy investments or pay fees on the Platform. This amount can be topped up through a transfer of funds from your Nominated Bank Account, or through the sale of investments that you hold. Your Available Balance will only increase once the relevant sale instructions have settled, and the proceeds have been allocated to your account. Similarly, your Available Balance will decrease when you buy investments, and any related fees and costs are deducted prior to settlement. Withdrawal of funds will also decrease the amount of your Available Balance.

BUSINESS DAY: any day, other than a Saturday, Sunday or Bank Holiday, on which banks are open for business in London.

BUYING POWER: to enable the maintenance of model portfolios without any fixed percentage allocation to cash and to ensure that your assets are not needlessly divested to generate sufficient cash to cover future obligations (such as fees or regular withdrawals), the Platform will automatically estimate and 'ring-fence' sufficient cash to cover future Platform, and other relevant fees. This is calculated to be sufficient for between a twelve (12) month fee period and, where requested, to cover six (6) months' withdrawals. This 'ring-fenced' or uninvested cash will automatically be recalculated each time a cashflow event occurs namely a transaction, contribution or withdrawal.

CASH RESERVE: a Client Account balance within your ISA or Flexible ISA used solely for money destined for eventual investment in one or more Investments available on the Platform.

CLEAN SHARE CLASS: fund units where the AMC is the charge the manager applies for managing the funds, with no rebates.

CLIENT/CUSTOMER/INVESTOR: an individual opening an account on the Platform.

CLIENT ACCOUNT: a client money trust account held with a bank, designated in accordance with the FCA Client Money Rules and managed by Hubwise.

CASH ACCOUNT: the Client Account balance held in your GIA and used solely for money destined for eventual investment, or to hold the cash reserved under the Buying Power algorithm pending withdrawal or fee settlement once due.

CLIENT MONEY: any and all of your money held in your account(s) with us, which is subject to trust protections in line with the FCA rules.

COLLECTIVE: an investment vehicle such as a Unit Trust, Investment Trust, Exchange Traded Fund (ETF) or Open-Ended Investment Company (OEIC), where a fund manager pools your money with that of other investors to buy securities.

CONFLICTS OF INTEREST POLICY: a written document which details how a business identifies and manages any conflicts of interest it may have with its customers. Both Hubwise and Investment Champion maintain their own Polices, which can be accessed via their respective websites at

<u>www.hubwise.co.uk</u> in the Company section and <u>www.investmentchampion.co.uk</u> in the Terms & Conditions section.

CONTRACT NOTE / LIST / CONFIRMATION NOTE: an electronic record detailing the particulars of any deals carried out on any of your accounts.

CUSTODIAN: this has the meaning given in the FCA Handbook and is essentially a firm with permission to "safeguard and administer investments" or to hold securities in electronic or physical form and in this context refers to Hubwise.

DATA PROTECTION LEGISLATION: means all applicable laws and regulations relating to data protection and privacy, including but not restricted to Regulation (EU) 2016/679 ("General Data Protection Regulation"), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003.

DEAL: means to buy or sell securities and funds (and cognate expressions, such as dealings, trades, transactions, shall be construed accordingly).

DEALING CUT-OFF TIME: the time by which an instruction needs to be received by the Platform in order to guarantee that a trade will be placed at the next Valuation Pricing Time.

EEA: the European Economic Area.

ETF: an Exchange Traded Fund.

EXECUTION ONLY: a service chosen by you that does not include any investment advice on the merits, risks or suitability of your decisions and under which you are

responsible for your selection, in this case the Model Portfolio you wish to invest in.

EXECUTION VENUES: a Regulated Market, Multilateral Trading Facility (MTF), an authorised firm that executes orders off its own book, a market maker, a liquidity provider and the fund managers or their administrators using EMX, Calastone, Allfunds Bank, Winterfloods Business Services, or other proprietary messaging/trading links.

FCA, THE FINANCIAL CONDUCT AUTHORITY: the regulator for the UK's Financial Services Industry, which can be contacted at 12 Endeavour Square, London E20 1JN or through its website www.fca.org.uk.

FCA HANDBOOK: the rules and guidance of the FCA, as set out in the Act, as amended, replaced or supplemented from time to time.

FSCS, FINANCIAL SERVICES COMPENSATION
SCHEME: the compensation fund of last
resort for customers of authorised financial
services firms. If a firm becomes insolvent or
ceases trading, they may be able to pay
limited compensation to its customers.

FUND(s): an authorised Unit Trust, recognised scheme or Open-Ended Investment Company (OEIC), or sub-fund thereof and certain ETFs.

GENERAL INVESTMENT ACCOUNT (GIA): a simple taxable account to hold investments outside of tax wrappers (such as pensions and ISAs).

HMRC: Her Majesty's Revenue and Customs.

HUBWISE SECURITIES LIMITED ("HUBWISE"): is the regulated provider of custody, execution

and related services, the provider and manager of the ISA, and the provider of the technology that powers the platform.

HUBWISE "SIPP" SELF-INVESTED PERSONAL PENSION: a personal pension arranged with an authorised pension provider, Hartley Pensions Trustee Limited.

IN-SPECIE: a phrase describing the transfer of an asset in its present form, rather than selling it and transferring the cash (not currently available on this service).

INCOME: any payments received as income on your account, including dividends, interest, and any tax payments we reclaim for your account.

INVESTMENT CHAMPION, INVESTMENT CHAMPION ONLINE LIMITED: provider of this execution-only platform solution, an Appointed Representative of The Private Office Limited, which is authorised and regulated by the Financial Conduct Authority.

ISA: an Individual Savings Account managed by Hubwise under the ISA Regulations. The ISA is a 'flexible' stocks and shares ISA, as defined by HMRC.

ISA MANAGER: Hubwise Securities Limited (HMRC ISA Manager No. Z1723) acting in its capacity as manager of your ISA, or Flexible ISA (as the case may be).

ISA REGULATIONS: the Individual Savings Account Regulations 1998 as amended, supplemented and modified from time to time.

KEY FEATURES DOCUMENT: a document which sets out the key features and risks of the individual Platform accounts.

KEY FEATURES ILLUSTRATION: a personal illustration showing the potential growth you may expect to receive from your Account under various economic conditions, taking into account the applicable charges.

KIID, KEY INVESTOR INFORMATION DOCUMENT: a document that provides essential information and key facts about individual funds to help investors assess whether a particular fund meets their needs.

MECHANICAL REBALANCE: the automatic process of rebalancing a model portfolio to bring it back in line with the original asset allocation to take place on pre-determined dates.

MODEL PORTFOLIO: a selection of assets intended to achieve a particular investment strategy or goal within your selected risk level.

NATIONAL CLIENT IDENTIFIERS: these are required to allow the platform to comply with European and FCA regulation regarding transaction reporting. For a UK citizen this will be their national insurance number. For other nationals this will be the prescribed identifier.

NATURAL INCOME: income derived from the assets held on the Platform and not including any shares or other 'capital'.

NOMINATED BANK ACCOUNT: a UK Bank or Building Society account of yours chosen by you at the time you register for the Platform, or as changed by you from time to time, which is associated with your account(s).

NOMINEE/NOMINEE COMPANY: a custodian, either Hubwise Nominees Limited (the wholly owned subsidiary of Hubwise

Securities Limited), or any other approved third-party custodian with an account held to our Order and appointed by us.

OMBUDSMAN: the Financial Ombudsman Service who may be contacted at Exchange Tower, London E14 9SR.

ONGOING CHARGES FIGURE (OCF): is the term for the total expense ratio (TER) and gives the most accurate measure of what it costs to invest in a particular fund. It is made up of the AMC and a variety of other operating costs, which cover the cost of running the fund.

PERSONAL DATA: personal information which identifies you which we receive or otherwise obtain in respect of your use of the services provided under these T&Cs and processed in connection with these T&Cs.

PLATFORM: covers reference to the overall Platform Solution provided to you by Investment Champion and the regulated services, including Custody, Execution & Settlement, provided by Hubwise Securities Ltd as set out in detail in these T&Cs.

PLATFORM CHARGE: the fee paid by you in relation to the provision of a platform service.

PLATFORM SERVICE PROVIDER: a firm offering a platform service, in this arrangement, Hubwise Securities Limited.

PORTFOLIO: the assets belonging to you as detailed on the Platform.

REGULAR CONTRIBUTIONS: a service that enables you to set up regular contributions into your account. It includes a regular savings facility for GIA, ISA, and SIPP

Accounts – where the minimum contribution is £100 per month.

RETAIL CLIENT: has the meaning given to that term in the FCA Handbook; this is someone who is not a Professional Client or an Eligible Counterparty.

RING-FENCE: the ability to protect a specified amount of cash within an account from being invested.

SCHEDULE OF CHARGES: details of any additional costs, fees, interest or other charges relating to the platform or custody of assets, as varied from time to time, which may be applied by Hubwise in exceptional circumstances. Hubwise Schedule of Charges is available to view at:

www.hubwise.co.uk in the Company section.

SCHEME BANK ACCOUNT: a designated trustee bank account through which payments in and out of the SIPP will be made; this is the equivalent of the Cash Account, but specifically for SIPP accounts.

SECURITIES: equities, fixed interest securities, investment trusts, ETFs, structured products and other exchange tradable securities available on the Platform.

SIPP, Self-Invested Personal Pension: a specific type of personal pension that offers customers a wide choice of assets in which to invest as opposed to just a selection of funds and securities. SIPPs typically allow the customer to take control of the underlying assets, or to appoint an Adviser or DFM to do this on their behalf.

SWITCH: is where an asset is sold, and the sale proceeds reinvested into another asset.

TERMS, OR T&Cs: these terms and conditions.

TEX: the cross-industry transfer arrangement, established by The Investing & Saving Alliance (TISA), that works to agreed standard service levels to improve the processing of transfers between Platforms and Fund Administrators.

THE PRIVATE OFFICE GROUP OF COMPANIES: The Private Office (TPO) is regulated by the Financial Conduct Authority (FRN: 789482) and is regulatory Principal for Investment Champion for the purposes of arranging deals in investments and making arrangements with a view to transactions in investments. Investment Champion contracts with TPO for the intellectual and investment inputs concerning the building of its model portfolios.

TPPP, THIRD PARTY PENSION PROVIDER: a company that provides the services of trustee, operator and administrator of pension schemes and maintains all the necessary legal authorisations and regulations to enable it to provide a SIPP (e.g. Hartley Pensions Trustee Limited or other such TPPP).

UNITS: units or shares of any class in a fund, including any fractions or decimals of units.

US PERSONS: any individual or non-individual (i.e. corporate entity) that meets any one or more of the criteria of a US Person as defined by either the US Securities Act or US Internal Revenue Service as amended from time to time. This service is not available to US persons.

VALUATION PRICING TIME/VALUATION POINT: on a business day, the time set by the fund

managers when the fund is valued, and the price of units set.

WE, US AND OUR: the Platform.

WRAPPER: any GIA, ISA or SIPP on the Platform.

YEAR: a year beginning on 6th April and ending on the following 5th April, commonly known as the tax year.

YOU AND YOUR: the investor, the primary holder or representative acting for such person.

# The Platform

# **Client categorisation**

For the purpose of providing you with the Services outlined in this agreement, in all cases, you are classified as a **Retail Client**. This means you will be afforded the highest level of protection under the FCA's regulatory regime.

Under this arrangement, depending on the wrappers you select, you will be a retail client of the following:

- a) Investment Champion as the provider of this execution-only platform solution, which is a complete solution arranged and overseen by us;
- Hubwise as the Platform Service
   Provider, which includes Custody and associated administration services;
- c) Hubwise as ISA Plan Manager; and
- d) Hartley Pensions Ltd and Hartley Pensions Trustees Ltd, or alternative TPPPs where appropriate, for any SIPP.

#### **Our services**

The Platform solution is offered to you under this agreement only as an Execution Only customer of Investment Champion Online Limited (Investment Champion).

Under this arrangement, no party has any responsibility to review your portfolio or investments and no party will provide financial advice about the suitability of any accounts or investments on the Platform. It will be your responsibility, always, to ensure that the Platform and the Model Portfolios available to you on it, including any changes to the Services, are suitable for your specific needs and circumstances, and that you have sufficient knowledge and experience to make those decisions. If the Platform and/or the Model Portfolios available do not meet your needs, you should stop using the service.

The Platform can be used to invest in funds through a GIA, (Flexible) ISA, and SIPP.

Please note: The Platform is not available to SIPP investors in the drawdown phase of their pension because an Adviser must be engaged in the process.

# **About Hubwise**

Hubwise Securities Limited is authorised and regulated by the Financial Conduct Authority ("FCA") with registration number 502619. Hubwise is a member firm of the London Stock Exchange and a limited company incorporated in England (registration number 06071374).

Whilst Hubwise is incorporated in England, they may operate their services from locations all around the world – in particular, the systems that they use may be based in other countries. They may also use or rely on third party service providers, agents, contractors, custodians, market and utility providers and others to be able to offer services and perform functions. You agree that there is no restriction on our collective ability to use these third parties.

The Hubwise SIPP is a personal pension arranged with Hartley Pensions Trustee Limited, authorised and regulated by the FCA with registration number 735936.

Further details are available on the FCA website at www.fca.org.uk/register or by contacting the FCA on (0845) 1116768.

# Investment Champion Online Limited (Investment Champion)

You have selected Investment Champion as the most suitable and appropriate execution-only solution provider to meet your needs, through deciding to invest your funds in one or more of their Model Portfolios, available on the Platform.

Investment Champion have also arranged the safe custody facilities and valuation services which are provided by Hubwise (via their arrangement with The Private Office). Under this agreement, Hubwise provide the Platform and associated services (including custody), directly to you, in accordance with these Terms and Conditions.

All communications relating to your
Account(s) are supplied through online
access. Communications will always be sent
electronically because the Execution Only
service offered by the Platform is only
available online.

## Fees, charges, and expenses

The charges you will incur comprise the following and are expected to fall within the ranges stated. They will vary according to the model and/or wrapper you select:

Platform Charge	0.65%
Portfolio Charges (variable)	0.12 - 0.20%
Transaction Costs (variable)	0.05 - 0.10%
TOTAL	0.82 - 0.95%

Other administration/product fees:

SIPP Product Fee	0.10% + VAT Min £15 + VAT and Max £50 + VAT per year.
Ad hoc documentation or non-standard administration (e.g. probate)	£50 + VAT
UK CHAPS	£30 + VAT
Unpaid Direct Debits	£25 + VAT
Change of bank details	£5 + VAT

In the unlikely event of any other ancillary charges being incurred for platform or custody services, these will be in accordance with the Hubwise Schedule of Charges in force at the time they are incurred. This forms part of your contract and is available at <a href="https://www.hubwise.co.uk">www.hubwise.co.uk</a> in the Company section.

Charges will be applied to the account in which the Assets generated the charge.

#### **Platform remuneration**

All Platform charges are calculated daily, based on the Account value. Platform charges in respect of the previous month, will be deducted from the respective Cash Account(s) by the end of the first full working week of the month. If your Account does not have sufficient cash available to meet the Platform charges, Hubwise will divest holdings in accordance with the Buying Power algorithm. Where Hubwise divest to clear a debt on any account, the minimum sale amount will be £10.

By proceeding with an Application, you have authorised the collection of any fees, charges and expenses due in respect of the Services provided.

In the event of your Account being transferred, withdrawn or terminated, fees and charges will be payable until the date of notification of transfer, withdrawal or termination and a charge to cover transaction costs may also apply. We reserve the right to pass on any charges imposed by any third parties incurred by any transfer, withdrawal or termination.

We reserve the right to charge fees for additional services. If we agree to provide an additional service in connection with your Model Portfolio, you will be notified of the relevant charge beforehand. We will not proceed unless you approve the additional charge.

No charge is levied for dealing in those funds included on the Hubwise Platform's Serviceable Asset list electronically. Any additional transaction or servicing charges will be detailed on your Quarterly Statement.

Hubwise reserve the right not to accept an asset onto the Platform.

### Changes to fees and charges

Charges may be subject to change for a number of reasons, and we reserve the right to vary our charges where we believe it is necessary, fair and reasonable to do so. This may include:

- changes to the way in which we provide our services (including changes in technology) or to reflect any changes in the cost of providing our services;
- to reflect market conditions and general good industry practice;
- to take account of changes to the law, regulation, codes of practice or the way in which we are regulated;
   or
- d) to take account of a decision by any court, regulator, ombudsman or similar.

Where we decide to vary our charges in the manner described above, we will only do so where we have provided you with a reasonable period of notice. We anticipate that in most cases we would communicate any changes to our charges via email, to you no less than 30 days' before those changes take effect. However, such advance notice may not be possible where a charge or levy is imposed as a consequence of legal or regulatory change.

#### ISA fees

Upon the transfer-out, withdrawal or termination of any ISA held on the Platform,

the amount of any pro-rata fees that have accrued up to the date of such transfer-out, withdrawal or termination, will be paid from monies then available within the ISA or, upon receipt of a written request, from the Cash Account in your GIA. Payment of these fees will be deducted before your ISA account is closed or the final balance transferred to a new provider.

# Payments to Investment Champion by Hubwise

In entering into this Agreement, you are authorising Hubwise to collect any fees payable to Investment Champion, the details of which are displayed in your personal illustration, with the amount and frequency displayed in your account statement.

If there are insufficient monies within your Account, Hubwise reserve the right to sell investments from the portfolio, normally on a proportionate basis to meet the shortfall, in line with the Buying Power algorithm.

You should be aware that the sale of investments for this purpose may occur at a disadvantageous time or may result in a tax charge, for which we shall not be liable.

Where Hubwise are instructed to facilitate Investment Champion's fee from any Account, it will be deducted from the relevant Cash Account. You should speak to Investment Champion directly if you require more information about your fee agreement.

#### **Fund Manager fees**

The manager of each fund in your Account may receive an initial charge, normally of up

to 5.25%. However, the Platform has negotiated with most fund managers to reduce the initial charge to 0%.

An Annual Management Charge ("AMC") and other fees, charges or expenses properly payable to them (which together form the Ongoing Charges Figure ("OCF") may be paid out of the property of that fund. A Key Investor Information Document (KIID) will have been made available to you, which will have a breakdown of all component charges within relevant funds held in your Account.

# Your responsibilities

### **Information**

When you open an Account on the Platform, and at any other time during which these T&Cs are in force, you may be asked to provide certain documentation and information that is needed in order to provide you with a service. You agree to provide such information or documentation promptly, to ensure we can provide the Platform services.

You warrant that any information you provide is complete and correct and that you will notify Investment Champion promptly if there is any material change to such information.

When you have provided your contact email address, it is imperative that you notify Investment Champion of any change to this email address, to ensure important communications are received by you. You should also notify Investment Champion promptly, in writing, if you change your permanent residential address so that we can update your details on the Platform.

You must provide all the information requested in any Account application(s) including details of your nationality/ies and National Client Identifier(s), which for UK citizens will be your National Insurance Number.

You acknowledge that we rely on the information you provide in your Application(s) and that if any of this is incorrect or misleading, we reserve the right (acting reasonably) to suspend, or even close, your Account(s).

Whilst initial anti-money laundering/identity verification will be carried out by Investment Champion, using electronic data sources available through our Platform, we may require additional validation or identify checking in connection with individual transactions or when you request changes to the details we hold.

For example, we may require verification of your Bank details for certain transactions and may access or rely on, either directly or through an independent third-party organisation, electronic data sources for identity verification for the prevention of money laundering and combating the financing of terrorism purposes. We reserve the right to request further information in order for your Application to be accepted.

# Your relationship with Investment Champion

Hubwise will only set up and operate accounts on Platform where you have contracted with Investment Champion as the provider of this execution-only platform solution, (via their arrangement with TPO) to provide Model Portfolios on their Platform.

Hubwise is entitled to rely on the accuracy of information given by you, or which we reasonably believe has been given in this way.

You authorise Hubwise to give Investment Champion all and any information about you and your Account necessary for them to perform their duties, and vice versa.

If Hubwise receive an instruction which is incomplete or unclear, they reserve the right to take no action pending clarification of such instruction and will not be responsible for any loss which you may incur as a result.

If you decide you no longer wish to invest your money via Investment Champion, it is likely that you will not be able to maintain your Account(s) on the Hubwise Platform. You should provide Investment Champion with:

- a) written confirmation, including your Account Reference or, failing that, clear details to identify yourself and your Account(s) on our Platform;
- a request that no further instructions be given on your Account(s); and
- c) confirmation of whether you wish to close your Account(s) and sell all of the existing investments (which may create a personal capital gains tax liability) or transfer these to an alternative Platform.

Having received notification of your intent to transfer, your Platform Account(s) will continue to operate as normal until we receive instruction from the new platform. Any outstanding fees will be deducted before the transfer of your investments and any cash balance to that new provider.

# Our service to you

# Application process (opening your account)

When you decide to go ahead and invest into an Investment Champion Model Portfolio, you will be directed to their 'investor portal' which will take you through the Account set-up process, online, via completion of an Application Form. You will also see instructions for how to make your initial payment.

#### Nominated bank account

During the Application process, you will be required to enter details of your Nominated Bank Account.

Your Nominated Bank Account is a UK Bank or Building Society Account, held in your own name (or a joint account on which you are one of the joint account holders) and which you specify you wish to be attached to your Platform Account(s). Investment Champion's initial money laundering and identify verification checks will verify that the account belongs to you and confirmation will automatically be sent to Hubwise. Once they have this, you can then make payments to and receive payments from your account on our Platform.

You may only have one Nominated Bank Account with the Platform at any given time. Once your Nominated Bank Account has been verified, it can be used to transfer monies to and from your Account(s) on the Platform. Transfer instructions from you to or from your Nominated Bank Account will normally be processed within one Business Day of receipt.

When paying monies into your account on the Platform, from your Nominated Bank Account, you *must* quote your Account Reference. Your Nominated Bank Account will also be used to receive income from your investments or regular withdrawals from your investments, if you select this option. If you have set up Regular Contributions by direct debit, the direct debit *must* be set up to go out of your Nominated Bank Account.

If you need to change your Nominated Bank Account at any time, you will need to notify Investment Champion via email and they will then request the details that they need to ensure they have the required validation to instruct us to make this change. Subject to completing any necessary checks, Hubwise will make this change within five Business Days of receipt of Investment Champion's properly validated written instruction.

# **Initial investment (contributions)**

Contributions can be satisfied through bank transfer, or direct debit. Third party transfers from other regulated entities may also be permitted. Bank transfers must be made from your Nominated Bank Account.

If Hubwise receive a payment from you, from an account which has not been registered with them as your Nominated Bank Account, this will be held pending approval, in line with their responsibility to verify source of funds under UK prevention of crime rules. Where Hubwise and/or Investment Champion are unable to verify the account from which the funds were paid, within a 10-day period (during which time this money will be protected as client

money and allocated against your account, however it will not be available for investment), the funds will be returned to the source account.

Your account reference should be quoted on all payments to be credited to your Account. Failure to do so could result in failure to identify the relevant account and the monies being returned to you.

In the case of contributions to the SIPP, please follow the instructions on the Hartley application form.

# Automatic matching and investment expectations

On receipt of contributions from your Nominated Bank Account, and where there is an expectation on your Platform Account, the Platform will verify the bank details of the contribution against your details and when these match, the funds will be applied to your Account and invested **automatically**, in line with your application.

If Hubwise receive a payment from you, from an account which has *not* been registered as your Nominated Bank Account (or validated as an additional bank account on your account), this will be held pending verification, in line with our responsibility to verify source of funds under UK prevention of crime rules. In this instance Hubwise will attempt to validate the account as belonging to you via our external verification service. Where this initial verification fails, they will contact Investment Champion and attempt to obtain verification of the source of funds by requesting a certified copy of a bank statement, demonstrating the relevant details, which Investment Champion may

confirm has been seen by them and accepted as an original. Once verification has been obtained, through either of these means, the payment will automatically be applied to your Account and invested in line with your instructions.

Where Hubwise and/or Investment Champion are unable to verify the account from which the funds were received, within a 10 day period (during which time this money will be protected as client money but will not be available for investment), the funds will be returned directly to the source account.

#### Minimum investments

The minimum initial Account investment is £1000, with subsequent top-up investments needing to be a minimum of £100. For SIPP only, the minimum lump sum contribution is £5,000.

The minimum for regular contributions is £100 per month.

Further information is contained within the Key Features Document.

Subject to the above, once your contribution(s) has cleared through the banking system your initial investment(s) will automatically be invested into your selected Model(s) in accordance with your Application.

We will also set up any arrangements for Regular Contributions that you request in your Application. Where investment instructions are pending, monies will be held on deposit in one or more Client Accounts.

## **Changing your mind**

You can change your mind about proceeding with opening an Account on our Platform or making an additional or subsequent investment.

From the date we confirm that we have carried out an instruction for you, such as opening an Account or making an initial or subsequent investment into an Account, you have a period of 14 days (for the GIA and ISA) and 30 days for the SIPP, to cancel the instruction.

Should you wish to do so please send an email to Investment Champion, detailing your full name and Account number and your instruction to cancel. You must email your instruction on or before the 14th (or for SIPPs, 30<sup>th</sup>) day after the day we first carried out your instruction.

You should also specify whether you wish to cancel an individual Account, just your most recent investment, or all your Accounts.

We will return your money, but you should be aware that the amount which is repaid will depend on a number of factors including market conditions at the time, particularly if your money has already been invested by the time you tell us to cancel. Any loss, or gain, which arises from the sale of your investments will be reflected in the amount you receive, and this may mean that you receive less than the original amount you placed with us.

We will deduct any payments that we made to Investment Champion, in line with this agreement/your arrangement when returning your monies following cancellation.

You should also note that if you cancel a transfer of existing investments on to our Platform, the company you are transferring from might not be obliged to take the transfer back - although you may be able to transfer to an alternative arrangement.

# **Client Money**

# **Status and protections**

Hubwise maintain their Client Bank
Accounts with a range of leading Banks,
Building Societies or other authorised
institutions, all of which are "approved
banks" as defined in the FCA Handbook, and
which we may vary from time to time.

Client bank accounts are held as trust accounts and are segregated from their own corporate monies. Client Accounts are held as pooled accounts, which means we include the balances of other clients, but they are operated and administered in accordance with strict FCA Client Money Rules, which means that our system retains an accurate record of your individual client money balance at all times.

If one of those Banks fails or becomes insolvent you may not be able to recover all the monies deposited in the Client Account(s) that we maintain for you. However, you may be entitled to claim compensation under the FSCS, up to £85,000 per institution, of any loss. The level of compensation will be reduced if you already hold an account with the Bank outside of our Platform. Further information is set out below under 'Financial Services Compensation Scheme'.

Monies held within our Client Bank Accounts are generally held in instant access

accounts, meaning that funds can be withdrawn at any time. At times, and in line with FCA Client Money Rules and our internal Treasury Management Policy, we may hold your funds in a Client Money account which has a fixed term or notice period. Where we do this, funds cannot be withdrawn until the expiry of the fixed term or notice period. This increases the risk of funds not being available immediately if we experience a sudden increase in the demand for withdrawals, however we mitigate this by adhering to strict maximums of overall funds held on fixed term or notice at any given time, in line with our Treasury Management Policy, to manage our ability to meet expected and even unexpected levels of withdrawals from the Platform, and this should ensure that your money is available whenever you request it. Our Treasury Management Policy is available on request via Investment Champion.

Contributions held pending investment within your GIA are held within your Cash Account; uninvested ISA Account(s) monies will be held in a Cash Reserve Account; and SIPP deposits pending investment will be held in a Scheme Bank Account. The balances on these accounts are all held in a Client Bank Account and all are entitled to protections under the FSCS.

You are required to hold 12 months' worth of fees in cash, to meet charges. This is automatically allowed for under our "Buying Power" algorithm, which ensures that this is adjusted every time there is a transaction on your Account(s), and this money will be held within your Cash Account and protected as detailed above.

In order to ensure that the "Buying Power" algorithm functions properly, Hubwise reserve the right to sell investments held within your Portfolio, normally on a proportionate basis, to meet these requirements. You should be aware that the sale of investments for this purpose may occur at a disadvantageous time or may result in a tax charge for which we shall not be liable.

#### Interest

Interest is paid on cleared cash held in your Cash Account, Cash Reserve Account and Scheme Bank Account, and will be credited at blended net rates, calculated daily and applied half yearly in June and December, as received by Hubwise.

Multiple Client Bank Accounts may be held in order to safeguard your cash and benefit in full from FSCS protection, and this is why a blended rate of interest is offered, ensuring all Clients are treated fairly.

The Platform undertakes its core business in pounds sterling and does not pay interest on non-sterling balances.

#### **Taxation**

Under the personal savings allowance (PSA) basic rate taxpayers can earn £1,000 interest without paying tax and higher rate taxpayers £500.

Tax treatment will depend on your individual circumstances and may change from time to time.

You should seek professional advice if you are unsure of the tax treatment of interest paid.

Interest received on the Scheme Bank Account (SIPP) is not normally taxable. Interest received on the Cash Reserve Account (ISA) is tax free. All interest payments will be detailed on your annual consolidated tax certificate.

### **Capital Gains Tax**

Within an ISA or SIPP there is no capital gains tax liability on the sale of securities and funds.

Within the Flexible ISA you can withdraw money and, as long as you return it to your ISA account prior to the end of the tax year in which you withdrew it, and subject to the overall ISA limit for that year, you will not incur a capital gains tax liability.

For GIAs, you may incur a capital gains tax liability on any gain realised through the sale of securities and funds. See the GIA Key Features document supplied or seek specialist advice for more information.

# Foreign dividends

Hubwise will not automatically reclaim tax on foreign dividends received on investments held with us. Please speak to an independent Tax Adviser if you think a tax reclaim may be possible to assist you with your claim. Dividends received will be credited to your Account in Sterling.

#### **Dormant balances**

If you have an Account(s) on the Platform and there have been no transactions (other than deduction of routine charges or application of interest due) for a period of at least six years, we will write to you at your registered address informing you of our

intention to treat the account as dormant and to transfer any funds held off the Platform. You will have 28 days to claim the monies held on your behalf and after this date they will lose Client Money protection and may be paid away to charity.

If you subsequently contact us and claim payment of the final balance, once we have verified your identity, we will still pay you the balance previously held.

# **Custody of Investments**

# **Safe Custody**

Hubwise is responsible for the safe custody of all Assets held in your Account(s) and by entering into these T&Cs with us you are also appointing Hubwise to act as Custodian in respect of your Custody Assets. Your Custody Assets will normally be held in a pooled account, i.e. with those of other Clients of Hubwise, in the name of its Nominee company, Hubwise Nominees Ltd. Hubwise maintain full records of your individual holdings within these pooled accounts at all times.

Hubwise Nominees is a non-trading, wholly owned subsidiary company of Hubwise Securities Ltd, established purely to hold your Custody Assets. Sometimes, perhaps due to the type of Custody Assets being held, they may need to hold your Custody Assets to their Order in another custodian's nominee, for example when holding international investments.

In the event of the failure of Hubwise Nominee or any external custodian appointed by them, your claim would be for a share of the pooled investments held. In the event of an irreconcilable shortfall following the default of any Nominee responsible for pooled investments, you may not receive your full entitlement and may share in that shortfall pro rata. It is also possible that where international investments are held, under the laws of that region, your holdings may not be separately identifiable, and this increases the risk to you of holding such investments.

Hubwise is responsible and liable to you for its conduct as Custodian and for any acts or omissions of its Nominee, as we are for our own acts or omissions, including for the avoidance of doubt, losses arising from fraud, willful default or negligence.

However, other than for fraud, willful default or negligence, neither we nor Hubwise will be responsible for the acts and omissions of any sub/third party custodian, securities depository, intermediate broker, clearing/settlement system.

Hubwise Securities Limited has insurance in place to provide further protection of the Assets held in its Nominee, details of which are available on request.

The FSCS also provides compensation of up to £85,000 per investor for eligible claimants in respect of UK Securities and Funds held in custody following the failure of the company responsible.

#### Beneficial ownership

You are and remain the beneficial owner of the Custody Assets in your Account. You may not create (or have outstanding) any charge or security on or over any of the Assets held in your Account on our Platform.

In respect of a SIPP account (where applicable) the legal owner of the Assets will

be Hartley Pensions Trustees Limited, but you will remain the beneficial owner.

# Hubwise operation of your Platform account(s)

# **Changing your Model**

Your investments will at all times be invested in line with the Investment Champion model(s), as selected solely by you. If you wish to change the model you are invested in, you should contact Investment Champion.

# **Rebalancing your Model**

Your models will be rebalanced periodically through an automatic process to bring the asset and fund allocation back in line with the stated allocations.

Your model(s) will be rebalanced automatically without further reference to you, with the process being instigated on the first working days of May and November every year.

By submitting your application, you are agreeing to this process.

#### **Order execution**

You shall be responsible for all instructions placed via the Platform in respect of your Account(s). We shall have no responsibility with regard to transmitting instructions except for any losses or damages arising from our negligence, fraud or wilful default.

You may also have the ability, via your online access to our Platform, to instruct us to action certain requests, such as a one-off contribution.

We may seek clarification or confirmation of any instruction from you (including any instruction which we believe to be unclear or incomplete) and we may delay and/or decline to act, or refrain from acting, in accordance with an instruction, if satisfactory clarification or confirmation is not received.

An instruction may be declined if it may cause a breach of any applicable law or be contrary to any rules of any exchange or trading system. You will be notified as soon as possible in such event.

We will take all sufficient steps to obtain the best possible result for our clients (known as 'Best Execution') by abiding by our Order Execution Policy, whilst observing an overriding duty to act honestly, fairly and professionally in accordance with the best interests of our clients at all times.

Hubwise Order Execution Policy sets out the approach that we will take when executing deals to establish the best possible result for you - taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the trade.

Hubwise accept and transmit client orders as Agent, either ourselves or, at our discretion, by passing these onto another entity ('Third-Party') for execution.

There are two methods we use when executing trades on behalf of our clients:

a) Transmission - where we place an order with another entity for that Third Party to execute. In this instance, Article 24 of MiFID II and Article 65 of the Delegated Regulation will apply. In such scenarios, while we will owe our client a duty of Best Execution, we will also receive a duty of best execution from the thirdparty.

b) Execution - where we execute an order directly against an execution venue. In these instances, Article 27 of MiFID II, Article 64 & 66 of the Delegated Regulation will apply.

Hubwise reviews our execution policy annually, as well as whenever there is a material change that affects our ability to continue to obtain the best possible result for the execution of orders on a consistent basis.

Hubwise' current Order Execution Policy is available at <a href="https://www.hubwise.co.uk">www.hubwise.co.uk</a> in the Company section.

#### **Dealing and settlement**

When Hubwise receives instructions from you to buy, switch or sell investments, a corresponding deal with the Regulated Market and/or fund manager of the relevant fund(s) will be placed. Where you are using Model Portfolios with multi asset types that have different settlement cycles, the Platform's dealing algorithm will ensure that:

- a) Buy-orders will only be executed once all sales have been completed (with confirmed prices received for funds);
   and
- b) Buy-orders will be executed (on such dates as necessary) to ensure settlement matches with receipt of sale proceeds.

Buy-orders will only be placed if sufficient cleared cash is available in your Cash Account/Cash Reserve/Scheme Bank Account. We will not be responsible for any losses which may be incurred if you place a deal in error.

Units in the chosen funds are bought, sold and switched directly through the fund manager through a process of "aggregating orders" (adding up all individual purchase instructions and all individual sale instructions to come up with a total purchase or sale with that fund manager).

The fund manager sets Unit prices at a specific Valuation Pricing Time each Business Day (although some funds are priced weekly). Fund managers price Units after the sale and purchase orders of the day have been received and the funds have been re-valued (forward pricing), so you will not know in advance what price you will receive.

To be able to buy or sell at the price set at the Valuation Pricing Time, orders must be placed on the Platform by a specified 'Dealing Cut-Off Time'.

Our Dealing Cut-Off Time is 9.00 a.m. and all orders received by 9.00 a.m. will be executed on the date of receipt or the next Valuation Pricing Time, provided the Account has sufficient Buying Power.

Fund deals are usually processed in full and aggregated for the first Valuation Pricing Time following receipt of your instruction and payment, and all deals for that Valuation Pricing Time are met by the fund manager. We will not split deals between Valuation Pricing Times (splitting could

mean you receive two different prices for parts of the same order, or, in an aggregated deal, some investors could get one price and others, another price), except in exceptional circumstances dictated by the fund, for example, if the fund is suspended. In these cases, we ensure our records of your instructions match the fund managers' records and that your instruction is processed.

The Platform's normal business practice is to buy/sell Units in funds at the Valuation Pricing Time following receipt of your instruction and payment. This will normally be the same Business Day, provided the relevant Dealing Cut-Off Time is met. However, in some instances, including but not limited to when unusually large numbers of instructions are received, your instruction may be placed on the subsequent Business Day at the next available Valuation Pricing Time.

Investment Champion will be operating one, or a series of, Model Portfolio(s) for you, depending on your original choices for investment. On pre-agreed dates a rebalance will be instigated automatically, whereby the portfolio holdings will be adjusted back to the original Model weightings. Due to the large number of switches that may be required to rebalance a Model Portfolio, these switch instructions are handled separately.

Due to forward pricing, the proportionate value of the holdings may differ slightly from the specified percentages after the switches have been carried out.

Any sale instructions which would raise 98% or more of a single holding, will be rounded up to ensure the sale of the entire holding.

Regular Contributions investments (whether into your GIA or ISA) will be made into your chosen model, 3 business days following receipt of the funds or the next available Valuation Pricing Time.

Income reinvestment investments will be made into the Model Portfolio in line with the allocated investment strategy. These will take place on the 22nd of each month.

In all circumstances, we process instructions in the order in which we receive them. It is possible, in theory, for our process of aggregating deals to act to your disadvantage. However, in practice, we always make sure that you are not disadvantaged and will place you in the position you would have been in if the disadvantageous process had not taken place.

# Automatic investment - order and priority

As the Platform is intended primarily for investment, all Accounts are set-up automatically to invest any uninvested cash held on them, where that cash is not subject to a specific ring-fence, and where the Account itself is not flagged for non-investment. This means that if certain events take place on your Account, these will result in the 'automatic investment' of any available cash, in line with the instructions on your Account, or the model(s) already held.

These events, and the order of priority they will take place in, are where:

- An income reinvestment takes place (on Accounts where there are no other restrictions, income is automatically reinvested on the 22nd of every month).
- 2. A switch is carried out on the portfolio.
- 3. A rebalance against the model is carried out; and/or
- 4. there is a surplus cash event, which would only take place where the Account is set up to receive regular contributions as the system then looks to see, on receipt of the contribution, if there is surplus cash on the Account and auto-reinvests anything that is not ringfenced, over and above the buying power sum retained at all times.

When any of the above events take place, and where cash is not already subject to a ring-fence or the Account subject to a flag preventing any investment, the system will automatically invest **any and all** cash on the Account, subject to the buying power algorithm.

# **Types of Units**

**Income Units:** units which pay distributions of income to the beneficial holder. These can either be withdrawn on a regular basis or reinvested into your Portfolio by the Platform.

**Accumulation Units:** units which do not receive income distributions but instead automatically benefit from the reinvestment of all income back into the underlying fund – this is known as "notional distribution" and is reflected in the price of the Units.

**Reinvestment Units:** units which pay distributions in the same way as Income Units but these distributions are then

automatically reinvested back into the fund to purchase additional units for you and you will see this reflected in an increase in your unit holding.

**Clean Share Class:** funds where the managers no longer pay trail commission. We will only deal and hold these Fund Units in your Account.

### **Currency risk**

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.

### **Dealing errors**

If a dealing error or fund manager error occurs in relation to a transaction that we carry out for you (for example, the shares are bought rather than sold or the fund manager calculates the Unit price incorrectly), we will amend our records to reflect the correct position as soon as practicable.

However, we reserve the right to take no action and leave the record as it is if the amount of the adjustment required to your holding is £5 or less, in which case this amount will not be processed or kept by the platform.

Please note that you are responsible for checking the accuracy of Statements,
Valuations and other documents as soon as possible and informing us immediately if there appears to be an inaccuracy.

# **Unpaid amounts**

If for any reason payment into your Account(s) of an amount required to settle the purchase of an investment fails, with the result that the transaction is delayed or is entered into and must be reversed later, you will be responsible for any loss that may arise due to market movements and any interest charges levied.

# Fund additions and withdrawals to Platform 'buy list'

The Platform reserves the right to introduce new funds to the Platform and to withdraw existing funds.

Where a fund in which you are invested is withdrawn, the holding will be sold, and a new version of the model established. An 'invest surplus cash' exercise will then be carried out to proportionately reinvest money from the cancelled fund into the remaining constituents of the model into the prevailing weightings. Future rebalances would take place against this new version of the model.

### **Suspended Funds**

If a fund is suspended by the fund manager, we reserve the right to hold or reject instructions to deal in that fund until the suspension is lifted.

Ordinarily, any new funds originally intended for investment into the suspended fund will be proportionately invested into the other remaining constituents of the model.

# **Transfers**

# **General arrangements**

Transfers of existing investments onto the platform can only be accepted in cash; the online application will guide you through the transfer request process submission, which will be passed to the existing Custodian for action.

#### **Residual payments**

If you transfer holdings to your Platform
Account from a third-party investment
manager or another platform, and Hubwise
subsequently receive a payment from them
- such as a distribution or tax reclaim - the
payment will be credited to your Cash
Account, Cash Reserve or Scheme Bank
Account, as appropriate.

# In-specie transfers

In specie transfers are not accepted. Any holdings you wish to transfer will need to be sold and the cash transferred onto the platform.

You should be aware that any such sales may result in a personal capital gains tax liability where they do not benefit from tax concessions within ISA or SIPP Accounts. Further information about the transfer process is contained in the GIA and ISA Client Agreements contained in these T&Cs below.

# Hubwise additional Platform information

#### **Regular contributions**

You can opt at any time to start regular monthly contributions into your GIA, ISA, and/or SIPP or to change an existing arrangement for Regular Contributions subject to specific product constraints.

Regular Contributions set up online must be paid for by Direct Debit from your Nominated Bank Account and must be for a minimum of £100 per month.

When making a Regular Contribution into GIAs and ISAs, Direct Debit instructions must be received 10 working days prior to the next available collection date, and the first Direct Debit collection will be made on or just after the 18th calendar day of that month or the following month if the instruction is not received in time.

All future Regular Contributions will be taken on the 18th calendar day of the month or the next working day thereafter.

Amendments to Regular Contributions must be received by Investment Champion at least seven Business Days before the 18th calendar day of the month if you wish them to take effect that month.

You are responsible for ensuring you do not subscribe to multiple ISAs in any given tax year, as we are unable to validate your application in this regard.

If a regular contribution to your ISA exceeds the permitted HM Treasury limit in any tax year, a GIA will be created and the contribution will be added to that Account and invested in the Investment Champion Model Portfolio, as selected for the ISA.

Monies to fund Regular Contributions into a SIPP will be taken from the Nominated Bank account linked to your SIPP on the monthly calendar date chosen by you.

If you wish to change the amount of your Regular Contributions, please contact Investment Champion. See also 'Minimum investments' section on page 14 of these T&Cs.

#### Income and withdrawals

Any and all accumulated income will be automatically reinvested within your account(s).

Regular withdrawals are not permitted, although you can at any time request an ad hoc withdrawal via your online access.

Payment will be sent out by bank transfer to your Nominated Bank Account. You must specify the Account(s) from which the withdrawal is to be taken (if you have more than one). The redemption will take place proportionately across all of your investments within an Account, in line with the selected Model Portfolio on the account.

The minimum sum which can be requested for an ad-hoc withdrawal, and therefore the minimum which can be divested to meet such withdrawal, is £100.

Because Units are forward priced, we cannot precisely calculate the amount that your deal will realise, which may result in an over/under payment in respect of the withdrawal amount you require.

Proceeds from the sales of funds will typically be available within five Business Days of the Valuation Pricing Time of the last fund sold, so the withdrawal will not be sent out until all sales have settled.

# Payment priorities and ring-fencing

For charges set up to go out of your Cash Account, Cash Reserve or Scheme Bank Account, certain monies will be 'ring-fenced' to pay for them (in accordance with our Buying Power algorithm).

The Available Balance will always be allocated to pay product then Investment Champion/platform charges first, and withdrawals after that.

However, during working hours on a
Business Day, any money received into your
Cash Account, Cash Reserve or Scheme
Bank Account which increases the Available
Balance sufficiently to enable further
investment, will be used for that purpose,
proportionately in line with the Model
Portfolio selected, before any other type of
transaction.

# **Intra-account transfers**

If you wish to transfer between your Accounts, please contact Investment Champion.

#### **Good Discharge**

Hubwise, will be entitled to pay any amounts owing to you, under or in connection with these T&Cs, into your Nominated Bank Account as detailed on your Account with us.

Any such payment will be a good discharge of our obligation to pay the relevant amount.

# **Corporate Actions**

In responding to any corporate actions which may arise, the default decision of the registrar will be applied. In submitting your application, you authorise Hubwise to act in this regard.

Examples of corporate actions include, but are not limited to:

- a) the take up of any rights issues;
- the exercise of conversion or subscription rights;
- dealing with takeovers or other offers or capital changes;
- d) exercising voting rights; and
- e) the right to take up the default option.

# Reporting to authorities

There are a variety of circumstances which require an investor to make disclosures either to the Regulated Market or the Regulatory Authorities.

Examples of such disclosures include:

- a) the sale or purchase of shares during a takeover:
- the acquisition of a significant stake in a company; and
- dealings in a listed company as a Director.

You accept that it is impossible for us to know the cumulative total of your positions. For this reason, we cannot accept the responsibility for making such reports, and you accept that it is your responsibility.

However, should you need advice on your reporting responsibilities please seek professional advice, and we will endeavor to assist them in making any report necessary on your behalf.

#### Minimum investment balance

You must retain a minimum amount of £100 value of investments in your account, and £10 per individual instrument (fund). If your investment(s) values fall below these

thresholds then we reserve the right to sell the holdings and leave the cash on your account, awaiting your instructions.

Should the value of your holding in a fund fall below the individual holding thresholds as a result of your instruction to sell, we may require you to sell your entire holding in that security or fund at that time.

# **Documentation**

#### **Account confirmation**

Once your Account(s) has been set up, and your ID been verified, you will receive an email confirmation of this, together with information relating to accessing your online portal.

#### Online access to the Platform

Once your Account has been confirmed, you will be allowed online access to view or print valuations and transactional information regarding your investment(s). If you require additional information, or have any technical questions, please contact Investment Champion.

#### **Contract Notes**

A Contract Note will be issued by the Platform on the next Business Day following receipt of your initial contribution to your Account(s). This will also be the case following any subsequent one-off contribution, or any one-off withdrawal. This will include the essential details of the transaction, including details of all the individual investments either bought or sold.

When your Model Portfolio is rebalanced, Contract Notes will be produced and added to your investor portal. The same applies for regular contributions.

#### **Consolidated Tax Certificate**

A consolidated tax certificate (CTC) will be available through your online portal and will be published there annually. This will detail all and any deductions of tax from the income or interest received on your investments, held within your Model Portfolio(s) for the previous tax year.

#### **Capital Gains Tax report**

You will also be able to access an annual Capital Gains Tax Report, which details any sales from your relevant Account(s) – i.e. GIA – that have taken place during the previous tax year.

You are responsible for reporting all income and gains/losses to HMRC on your tax return.

#### **Regular statements**

Statements will be issued quarterly and where required annually.

We will make available to you electronically an Account Statement showing details of all Assets within your Account on the statement date and all transactions made since the previous statement date, including investment and interest income.

Valuations are based on the bid price as at the date shown on the statement.

#### **Annual illustrations of cost**

Each year an illustration of actual costs and the performance of your account will be

made available to you electronically, in line with regulatory requirements.

#### **Records**

Contract Notes, tax vouchers and other documentation will be uploaded to your online portal.

In the event you have closed your account, and require additional copies of documents, please note that Hubwise keep these records for at least six years.

Ad-hoc requests will be subject to a fee of £50 and a request for duplicate documents will incur a fee of £20.

# **Complaints**

#### **Hubwise**

If you would like to complain about any of the services you have received in relation to our Platform, please direct your complaint to our Compliance Officer, in writing setting out clearly what your complaint is about, via email to compliance@hubwise.co.uk.

We will handle your complaint in accordance with the FCA rules governing complaints. If you would like to see a copy of our current Complaints Policy please request this via the <a href="mailto:compliance@hubwise.co.uk">compliance@hubwise.co.uk</a> email address, but in any case, we will include this with our acknowledgement response to your complaint.

#### **Investment Champion**

If your complaint concerns the services you have received from Investment Champion,

please send this to complaints@investmentchampion.co.uk

You can also request a copy of our Complaints Policy via the above email.

If your complaint concerns services provided by both parties, or you are unclear who is responsible for the particular area of service you are unhappy with, please direct the complaint to both Hubwise and Investment Champion. In all cases, we will work co-operatively to ensure a swift, fair and clear investigation and resolution of any complaint.

Of course, if you are not entirely satisfied with the response you receive, you can refer your complaint to the Financial Ombudsman Service, an independent dispute resolution scheme, at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Taking your complaint to the Financial Ombudsman Scheme will not affect your statutory rights.

# Closing your Platform Account

#### Instruction to close

Instructions to close your Account should be given by email to Investment Champion. Your instruction should request either the sale of all of your Assets and the withdrawal of the resulting cash, via payment to your Nominated Bank Account, or the transfer of your Assets to another manager or pension provider as appropriate.

Closing your Account does not affect any transactions initiated before the closure began, i.e. before we received your Account

Closure Instruction. These T&Cs continue to apply until we complete all outstanding transactions and meet all liabilities.

If you request to sell all Assets and withdraw the cash from the Platform before the due date of forthcoming fee payments from your Cash Account, Cash Reserve or Scheme Bank Account, we can override the 'ringfence' associated with these payments to allow all of the money to be paid out to you with the exception of the monies ringfenced for charges incurred, which will be paid as scheduled.

# Withdrawals and closing payments

Hubwise, may deduct from any amount to be paid to you any outstanding fees, charges and expenses due from you. In addition, we may keep an amount which we reasonably estimate will be enough for us to meet any tax liability for which we must account to HMRC for you under the ISA Regulations or otherwise.

We may delay paying any sale proceeds and cash balances until we know that any payments made by you have cleared and we have received all amounts which you owe to us.

Withdrawals and closing payments will only be sent to your Nominated Bank Account; no other third-party payments will be made.

Any receipt in excess of £1 subsequently received by us, or due to you from us, for example representing income or interest paid on your holdings prior to their sale or transfer, but not received until after we have paid the balance from your account, will be paid to your Nominated Bank Account within 6 months of receipt.

Any payment of £1 or less will not be paid over to you and will be retained by us for our own account, though the account will be reviewed six months after closure and should there be more than a £1 balance in total, this will be paid to your Nominated Bank Account.

### In the event of your death

Upon your death, your legal representative should inform Investment Champion as soon as reasonably possible.

Hubwise will continue to hold your Assets and monies until they receive a Sealed Grant of Probate or equivalent document, as detailed by your personal representatives, upon whom these T&Cs become binding. Mechanical rebalancing will continue to take place in accordance with the original agreement until such time as all parties are notified otherwise.

Once Hubwise receive notification of your death, we will cease to reinvest any Income received by your Account(s), but instead will hold it in your Cash Account until it can be paid as your personal representative directs.

We reserve the right to carry out further anti-money laundering checks if the new Nominated Contact's bank account differs from the original.

The procedure for investments held in a SIPP will depend on the specific T&Cs from Hartley Pensions. As the Pensions Administrator, they should also be informed of the death as soon as possible. We will act in accordance with their instructions thereafter.

Please note that we reserve the right to apply an administration charge to the account (see 'Fees, charges and expenses' on page 9).

# Variation, Amendment or Termination T&Cs

### **Changes to these T&Cs**

We may introduce changes to our services and to these T&Cs from time to time. We will give you at least 30 days advance notice of any change, except where the change does not disadvantage you or it is required in order to comply with a legal or regulatory requirement.

If you are not happy with a change, you can close your Account by giving an Account Closure Instruction, either to sell all of your investments and withdraw the cash, or to transfer your Assets to another Custodian, ISA manager or pension provider, as appropriate.

Nothing in this section shall affect our right to vary our fees and charges for the Platform as set out in these T&Cs under this heading.

#### **Termination**

We may terminate this Agreement at any time by giving you a minimum of 30 days' notice.

We may also close an Account where we believe it reasonable and appropriate to do so and in order to comply with our legal obligations, for example if you are no longer eligible to contribute or subscribe to the Account or following receipt of a court order or other official order legally binding on us.

We will endeavour to give you notice if we propose to close an Account.

Upon termination, Hubwise, will realise all your Investments and pay the proceeds, together with any other monies in your Account(s), to your Nominated Bank Account, or we will transfer your Assets inspecie to your new provider, as advised to us. In the event of a withdrawal, termination or transfer any charges not paid or due to us will be retained prior to termination or transfer.

For SIPP Account investors only, we will notify your existing provider that your Account is to be terminated. They will contact you directly to explain your options and any associated charges.

# Extent of Liability

#### **Our responsibilities**

Our responsibility to you for any loss or damage which you may suffer from the provision of our Platform services/solution shall be limited to circumstances where such loss or damage has arisen directly as a result of a breach by us of these T&Cs, or of our negligence, fraud or wilful default.

We shall not, under any circumstance, be liable to you for indirect or consequential losses.

Where we are liable to you our liability extends only to losses that are reasonably foreseeable. Nothing in these T&Cs excludes or limits our duties or obligations under the FCA Rules or for any other matter which at law we are not entitled to restrict our liability.

We will not be liable (whether under any express or implied term of the Agreement) for any:

- loss arising from the insolvency, default, fraud, wilful default or negligence of any Bank or Third-Party Custodian which holds your cash or investments, whether appointed by us under the Agreement, or not;
- loss arising from the insolvency, default, fraud, wilful default or negligence or any other act or omission of you or your Nominated or Registered Contact;
- loss of income, profits, the ability to invest or disinvest or wasted expenditure;
- loss arising from delays in the processing of Transfers, Transfers Out or Withdrawals;
- loss arising from delays in processing Payments, Contributions or Subscriptions made by direct debit or other electronic means;
- loss arising from any delays in the execution of instructions, settlement of orders, or for market movements between the time that an instruction was placed and the time it was executed; or
- loss arising from the unauthorised use of a password resulting from your negligence, or the negligence of your Nominated or Registered Contact

You acknowledge any tax benefits or concessions are not guaranteed and can change at any time and the impact of these

changes will depend on your individual circumstances.

The Platform is not permitted for use outside the United Kingdom (where such use would not be compliant with any applicable laws or regulations).

We shall not be liable for any loss arising as a result of or in connection with any breach of any such applicable laws or regulations.

You should notify Investment Champion directly, as soon as you become aware of any error or defect in respect of the Platform or any information provided to, by, or on the Platform.

We will not be responsible for losses which occur as a result of us following an instruction which we reasonably believe to be from you, but which subsequently turn out to be a fraudulent or incorrect transaction.

We shall not be responsible for declining to act on any instruction which we believe is fraudulent, incomplete or incorrect or would be a breach of applicable laws and regulations.

While reasonable care has been taken, we are not responsible for any loss or damages arising from the use of the data on the Platform, any reliance on the data on the Platform is made at your own risk.

Where we are liable to you under or in connection with this Agreement (howsoever that liability has arisen), and we accept such liability, including any claim for market or trading losses (including where the loss is due to adverse price movement or where there is a loss of investment opportunity

due to price movement, or a delay in investment or disinvestment) our total

liability to you will be limited:

- for each and every Instruction, to the lesser of £500 (Five Hundred Pounds Sterling) and the amount of that Instruction, and
- ii. overall to you, to £1,000 (One Thousand Pounds Sterling) in any one calendar year.

# Circumstances beyond our control "Force Majeure"

We will not be responsible for any loss that you suffer as a result of events or circumstances which are beyond our reasonable control including without limitation any breakdown or failure of transmission or any computer failure or communication, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers, delays in transmission of instructions or notification, postal or other strikes or similar industrial action and/or terrorism, government action, failure of any relevant Exchange, clearing house and/or broker or fund manager to perform its obligations. We will also not be liable for any loss which you incur as a result of any circumstances arising from a natural disaster such as a flood or earthquake.

#### Your responsibilities

You will be responsible for any liability or loss suffered or incurred by us or our Nominee (including taxes for which you are primarily liable, and any expenses reasonably and properly incurred) as a

result of you deliberately breaching these T&Cs or providing untrue or inaccurate information to us in connection with your Account.

This clause will not apply if and to the extent that any liability or loss arises from any negligence, willful default, fraud, or breach of duty on our own part or that of our Nominee.

# General T&C terms

# Delegation

We may appoint one or more third parties to assist in providing services under this Agreement. We will ensure any person we delegate to is competent to carry out these functions and responsibilities.

We will exercise appropriate oversight where this is the case to ensure that the Platform is delivered in accordance with these T&Cs. You authorise us to disclose to such delegate information regarding your Account as may be necessary for such purpose.

#### **Data Protection**

In the course of providing our services we (referring to Hubwise and Investment Champion) will obtain and process your Personal Data. We are a data controller for the purposes of the Data Protection Legislation which means we are responsible for deciding how your Personal Data is used. Other parties to this contract are cocontrollers or processors under the legislation, depending upon the role they are undertaking at any given time.

All personal data relating to you that we hold or process for the purpose of providing services under this Agreement is held in accordance with the requirements of Data Protection Legislation.

Our Privacy Policies set out how we use your Personal Data, who we may share it with, the legal basis for doing so and your rights under Data Protection Legislation. Our respective Privacy Policies are available at <a href="https://www.hubwise.co.uk">www.hubwise.co.uk</a> in the Company section and <a href="https://www.investmentchampion.co.uk">www.investmentchampion.co.uk</a> in the Terms & Conditions section.

#### **Conflicts of interest**

All parties are determined to treat customers fairly. In case conflicts arise between our interests, our employees and our customers, or between customers, we have a policy in place to ensure that we always identify and handle any conflicts fairly and treat our customers with honesty and integrity.

Our respective Conflicts of Interest Policies are available at <a href="https://www.hubwise.co.uk">www.hubwise.co.uk</a> in the Company section and <a href="https://www.investmentchampion.co.uk">www.investmentchampion.co.uk</a> in the Terms & Conditions section.

# Use of the online investor portal

You will be provided with your Platform
Account Reference and password to enable
you to gain online access to your Account(s).
Access will make it possible for you to view
and print a valuation of your Assets, confirm
cash balances on your Cash Account, Cash
Reserve or Scheme Bank accounts and view
Contract Notes and Statements.

Hubwise use reasonable endeavours to ensure the accuracy of information available via the website and to correct any errors or omissions within our control as soon as practicable once we are aware of them.

However, we make no representation as to the accuracy, completeness or timeliness of the information available on the Platform. We do not accept responsibility for information obtained from third parties and we use reasonable endeavours to identify such information.

You agree you will not disclose any login and password details issued to you to access your Account details via the Platform. If you become aware your login and password security has been breached, you agree you will notify Investment Champion immediately.

Access to the Platform is only for your personal use and must not be used or copied for any commercial purposes.

You must not use the Platform for any unlawful, obscene, abusive or libellous purpose and shall not modify, damage or impair the Platform or interfere with the use or availability of any facilities available on the Platform.

We make no warranty or representation that the Platform can always be accessed, and we reserve the right to limit availability of the Platform for maintenance and other operational reasons. We will use reasonable endeavours to ensure that maintenance is performed outside normal business hours however you acknowledge this may not be possible for emergency maintenance.

#### **Notices**

Except as otherwise provided, notices to us should be sent to Hubwise Administration Address – Waverley Court, Wiltell Road, Lichfield, Staffordshire, WS14 9ET.

### **Governing law**

These T&Cs are governed by and are to be construed in accordance with English law. The information contained in these T&Cs and the Application is based on our understanding of current legislation and HMRC practice and could be affected by changes in legislation and practice.

# Third party rights

A person who is not party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

If any clauses or terms within these T&Cs are deemed by a competent authority to be invalid or unenforceable, that shall not mean that the validity of any other clauses or terms shall be assumed to be questioned.

# GENERAL INVESTMENT ACCOUNT (GIA) CUSTOMER AGREEMENT

These T&Cs are in addition to those applicable to the Platform above and are GIA specific.

#### Account(s)

You may open a GIA on our platform in your sole name only.

The platform and Accounts thereon are only available to UK residents and taxpayers who are physically present in the UK at all times (other than holidays) because in accordance

with regulation, our service is only available to those on UK soil.

# **Opening your Account**

These T&Cs will take effect when we accept your Application, which normally takes place on the day it is received. We have discretion to reject an Application without providing a reason.

#### Tax

Assets held within your GIA may be subject to various taxes including income, capital gains and inheritance tax. The taxation will vary depending on your individual circumstances. You should obtain specialist advice for more information on the tax implications of investing through a GIA.

#### Transfers into a GIA

We will only accept the transfer of existing investments held with another provider into your GIA once they have been sold down to cash. No in-specie transfers will be accepted.

You may lose income and potential capital growth while your money is not invested in the market during a cash transfer, during which time you are unable to trade in your transferring holding in any way.

Where your holdings are sold and the cash proceeds transferred to us, you may incur a capital gains liability as a result of the sales. You should obtain specialist advice for more information on any tax implications in connection with cash transfers.

#### Transfers out of a GIA

Upon receipt of instructions, we can arrange for the transfer of your GIA to another investment account provider as selected by you provided that such investment account provider agrees to the transfer and subject to any retentions or deductions we may be entitled or required to make under these T&Cs.

Transfers from your GIA may be achieved by re-registration subject to the agreement of the receiving provider.

We will not be responsible for any loss or delay caused in the transfer or payment of proceeds where this is due to something we cannot reasonably control, such as delays caused by third parties, e.g. Fund Providers.

# ISA CUSTOMER AGREEMENT

These T&Cs are in addition to those above and are ISA specific.

#### **Hubwise role**

You appoint Hubwise Securities Limited to act as ISA Plan Manager for your ISA Account(s). Hubwise Securities Limited (HMRC ISA Manager No. Z1723) acts in its capacity as plan manager of your ISA.

#### **ISA regulations**

Hubwise Securities, as ISA Plan Manager, makes all necessary claims for tax relief relating to your Account(s) and the Assets held in them.

Your ISA will be managed in accordance with the HMRC regulations in force at the relevant time.

If there is any conflict between these T&Cs and the ISA Regulations or other legislation

relating to your Account, the ISA Regulations and/or other legislation will prevail.

#### Flexible ISA

A Flexible ISA allows you to replace cash you have withdrawn from an existing ISA, without the replacement counting towards your annual subscription limit. Where a cash withdrawal is made from your ISA Account(s), any subsequent subscriptions in the same tax year that would otherwise count towards the subscription limit, will do so only to the extent that previously withdrawn amounts have been fully replaced.

No application or declarations are required in respect of replacement subscriptions; however these must be made to the account from which the withdrawal was made, and in the same tax year.

Monies removed from the ISA:

- a) by way of an ISA transfer to another provider,
- b) by HMRC to cover a tax debt,
- on the instruction of HMRC to remove invalid subscriptions,
- d) on cancellation,
- e) on authority of a court order, or
- by the ISA plan manager to cover fees, charges and penalty charges,

are not withdrawals of cash for this purpose and cannot be replaced without the replacement subscription counting towards the annual subscription limit.

Where a withdrawal closes a Flexible ISA no replacement of any previous year funds withdrawn but not replaced in the current

year will be possible unless the plan manager re-opens the ISA.

### **Opening your Account - ISA applications**

An ISA Account is opened when we receive and accept the correctly completed ISA Application, account submission and payment.

The platform and Accounts thereon are only available to UK residents and taxpayers who are physically present in the UK at all times (other than holidays) because in accordance with regulation, our service is only available to those on UK soil.

Your ISA Application covers the current year and each subsequent year. Where we receive no contributions into your ISA during any Tax Year a new ISA Application will be required for a future investment.

A Direct Debit instruction authorises us to collect regular contributions from your Nominated Bank Account until you notify us to the contrary.

You are responsible for ensuring you do not subscribe to multiple ISAs in any given tax year, as we are unable to validate your application in this regard.

In the event that your contributions exceed the permitted HM Treasury limit in any Tax Year, the excess will be transferred to a GIA either in, or opened in, your name and invested in the Investment Champion Model Portfolio as selected for your ISA.

In applying for the ISA you are confirming you have not and will not breach the prevailing ISA Regulations and subscription

levels. This includes any ISAs which you may already hold or intend to open with any other ISA plan manager.

#### ISA transfers-in

We will only accept the transfer of existing investments held with another provider into your ISA once they have been sold down to cash. No in-specie transfers will be accepted.

You may lose income and potential capital growth while your money is not invested in the market during a cash transfer, during which time you are unable to trade in your transferring holding in any way.

We will not be responsible for any loss or delay caused in the transfer or payment of proceeds where this is due to something, we cannot reasonably control.

You will not have access to your ISA until the transfer is complete.

If following transfer, we receive income and/or cash in respect of any investments transferred to an ISA, we will credit your Account with these, pending investment instruction, or it will be utilised as available cash.

Where you have transferred to us your current Year's ISA investment, you may reactivate your Account by restarting payments into your ISA although you must submit another Application if we receive no payments for one full year.

We generally make no charge when receiving plans from other managers but reserve the right to do so.

We can accept partial transfers.

# Transferring existing investments held by us into an ISA

If you wish to place your GIA Assets into an ISA, please contact Investment Champion.

In the event you instruct this transaction, we will sell your investments and apply the proceeds as a cash payment into your ISA's Cash Reserve Account. New funds will then be purchased, in line with the Model Portfolio selected by you, within your ISA. Normal dealing fees, if applicable, will be payable on both sales and purchases.

In order to ensure that this transaction is processed in the current Tax Year, your application and subscription monies must be received by Investment Champion no less than seven Business Days before the end of the Tax Year.

### ISA account closure

All or part of the Investments held in your ISA and proceeds arising from those investments can be transferred to another ISA Plan Manager, or withdrawn and paid to you, the plan holder.

There is no charge for partial withdrawals of cash from your ISA. These shall be treated as capital, not interest, under ISA Regulations. When liquidating an ISA before transferring the cash proceeds, normal dealing fees apply.

You should contact Investment Champion in the first instance should you wish to withdraw your ISA.

#### Tax status

You may not subscribe to your ISA Account while not resident in the UK for tax purposes unless you qualify as a Crown employee (a person holding public office or employment under the Crown and paid out of the public revenue of the UK and Northern Ireland), their spouse or civil partner.

You must inform us and Investment Champion immediately if you stop being resident in the UK for tax purposes, or if as a non-resident you stop being a Crown employee, their spouse or civil partner. Interest paid on cash is tax free.

#### **Timing**

These T&Cs will take effect if we accept your Application, which normally takes place on the day of receipt. We have discretion to reject an Application without providing a reason.

In the case of an ISA transfer, the date of transfer is the date agreed between the Plan Managers.

#### **Cash Reserve Account**

The Cash Reserve provides a temporary shelter for your cash pending investment. Under ISA Regulations monies held in this way must be destined for investment in one or more of the Assets available on the Platform. Money held within your Cash Reserve is always protected and treated as Client Money, as explained in the general T&Cs previously.

#### **Void Accounts**

We will notify you if, by reason of any failure to satisfy the provisions of the Regulations, your ISA has or will become no longer exempt from tax.

If your ISA is voided, we will sell the investments and after deducting any cash available to cover any tax we must pay or repay, pay you the proceeds together with any remaining cash balance held in your ISA.

If you pay a contribution into your ISA by direct debit or bank transfer that is subsequently reversed, that contribution will be treated as if it had never been made for the purposes of these T&Cs and the ISA Regulations.

#### ISA transfers-out

Upon receiving your written instructions, we, Hubwise, will transfer all the ISA Assets, with all your rights and obligations under it, to another ISA Plan Manager who has agreed to accept the transfer.

In the case of your current year payments, you may transfer these as part of a transfer of the whole of your ISA to another ISA Manager.

Transfers from your ISA may be achieved by re-registration (in-specie) subject to the agreement of the receiving provider, provided they have the ability to receive the transfer of Assets electronically. While under normal circumstances we will carry out the transfer within the time requested, occasionally it may take longer to complete due to circumstances outside of our control and we cannot be responsible for any delays which arise in these circumstances.

Any transfer will only be made, whether inspecie and or cash, after deducting all charges due to us.

If we subsequently receive any Income arising from Investments transferred out, we will send this to the new, receiving ISA Plan manager.

These T&Cs continue to apply to the part of your ISA being transferred until the transfer is complete, all outstanding transactions have been settled and all liabilities met.

We will aim to complete the transfer request within 30 days of receiving your written instruction.

#### ISA Termination in the event of death

If we are notified of your death your ISA will immediately be designated a 'continuing account of a deceased investor', until the earlier of completion of the administration of your estate, closure of the ISA or the third anniversary of the date of your death.

Your executors or personal representatives should contact Investment Champion to discuss the options available, including that the ISA can continue during the administration period for a maximum term of three years.

A 'continuing account of a deceased investor' will continue to receive the tax advantages as per the ISA Regulations and any interest, dividends or gains arising from the date of death are exempt from tax.

No subscriptions can be made into a 'continuing account of a deceased investor'.

Investment of assets held within the Account will continue in the Model Portfolio selected and in accordance with these T&Cs.

The fees will continue to be deducted. Your executors or personal representatives

cannot request the transfer of a 'continuing account of the deceased investor' to an alternative ISA manager.

If, after a period of three years, the administration of the Account is ongoing and the ISA has not been closed, the ISA will cease to be a 'continuing account of the deceased investor'. In this case, on the next business day following the third anniversary of your death, we will remove the ISA wrapper from the Account and all subsequent income or gains will become taxable in the hands of the estate.

Subject to HMRC rules, the surviving spouse or civil partner, if over 18, of a deceased ISA holder who died on or after 3rd December 2014, can pay in additional subscriptions in cash on top of the annual subscription limit up to the value of the deceased's ISA at the date of their death, provided they have not transferred these rights to another ISA.

# **Termination by the Platform**

If we decide to cease to act as an ISA manager, we shall give you at least 30 days' notice in writing and the account will need to transfer to another manager.

# SIPP CUSTOMER AGREEMENT

These T&Cs are SIPP specific and should be read in conjunction with the respective "Key features documents", and they are in addition to the general T&Cs applicable to the Platform above.

The SIPP is a Registered Scheme approved by HMRC and governed by a Declaration of Trust and Rules and any subsequent deeds amending these. A copy of the Rules and amendments to the SIPP is available by writing to the Administrator, at the "Point of contact" address below.

# **Third Party Pension Provider (TPPP)**

The SIPP is approved by HMRC and arranged through Hartley Pensions Trustees Ltd, a Third Party Pension Provider who operates and acts as Scheme Administrator and Trustee.

The Trustee is the legal owner of all the Assets of your SIPP, which it holds in Trust for you and/or your beneficiaries. All Assets not held in the name of Hubwise Nominees must be registered in the name of the Trustee. You will become a client of Hartley Pensions Trustees Ltd in relation to these elements of our service.

#### **Point of contact**

All queries relating to your SIPP investments should be addressed in the first instance to Investment Champion. For queries regarding the pension plan itself (i.e. not relating to the underlying investments), you should contact Hartley directly using the details provided in your opening pack.

#### Information for the Platform

You must complete the relevant Hartley SIPP Account Application Form on the Platform via your online access, and this will be routed directly to Hartley once you press submit.

You must tell Investment Champion promptly of any changes to your personal details (including bank account) that occur after completing your Application.

Additional validation checks are required prior to updating your personal information

which is why investors are unable to do this directly.

### **Eligibility**

You must be a UK resident in order to apply for a SIPP. Applications from non-UK residents will be rejected.

The platform and Accounts thereon are only available to UK residents and taxpayers who are physically present in the UK at all times (other than holidays) because in accordance with regulation, our service is only available to those on UK soil.

#### **Valuations**

If you require a valuation of your SIPP at any time, you can view or download one via your online access.

# Transferring or drawing benefits from your pension

If you wish either to transfer your pension to another Registered Pension Scheme, or to draw all or part of the benefits from it, you will need to obtain specialist pensions advice. Should you decide to go ahead and transfer your SIPP or to move into drawdown of your plan, you will be required to contact an Independent Financial Adviser, who could then contact Hartley and Investment Champion.

#### In the event of death

On your death, the assets held within your SIPP will be distributed in accordance with the regulations, your age on death and your wishes.

Your SIPP will not normally be classed as being part of your estate.

It is the responsibility of your personal representative(s) to notify the Scheme Administrator, Hartley Pensions Trustees Ltd, of your death and the intention of how the assets are to be distributed.

The regulations dictate that all assets must be distributed within two years from the date of death. If your SIPP still holds assets after this date, these may be liable to a tax charge.

#### Transfers-in

You may arrange for a transfer of any other pension arrangement you may have into your SIPP on the Platform, provided it is consistent with the transfer rules applicable to Registered Pension Schemes; specific regulatory requirements are in place in relation to some types of pensions, where advice is required prior to instigating a transfer. The ceding provider should be able to confirm whether this is required.

Cash transferred in will not be available for investment until the TPPP is satisfied the transfer is acceptable and the cash has been received.

The TPPP does not check transfers for suitability. It is you and your specialist Adviser's responsibility to decide that the SIPP is suitable and appropriate to your needs.

#### General

The SIPP allows securities and funds to be held and traded on the Platform; it can:

(a) buy and sell funds in line with the model you have selected and in accordance with mechanical rebalancing;

- (b) hold monies destined for purchasing funds in the SIPP Scheme Bank Account;
- (c) create pending trades;
- (d) create a Regular Contribution Instruction.

You can only have one SIPP on the platform at any given time.

#### **Taxation**

Interest on the SIPP is paid without deduction of tax.

Tax Relief on dividend or interest income will be collected and applied to the account as per the terms of the product.

## **Dealing within the SIPP account**

We will only act on valid dealing instructions submitted via your online Account.

#### Payments-in

All new contributions to your SIPP should be made payable as per the instructions in the electronic application process.

All income from, and proceeds of any sales of securities and funds from, within the SIPP will be paid into the Scheme Bank Account.

#### **Payments-out**

Monies held may only be used to purchase funds or transferred directly to the TPPP where they will be available to provide pension benefits for you. Monies may also be transferred to the TPPP to purchase an annuity on the open market, to transfer out of your pension or transfer to a third-party – but these services will all require the instruction of a suitably qualified pensions adviser.

### **Regular contribution instruction**

At the time of opening your SIPP account, you can set an instruction up on your SIPP to automatically invest into the Model Portfolio(s) on a monthly basis, of a specified amount of the monies available in your SIPP Scheme Bank Account, subject to the Buying Power facility outlined in 'Definitions' in our general T&Cs above.

Where applicable the monies will be presented for investment in line with the Regular Investment (Direct Debit) schedule, however where we do not receive funds from the TPPP in time for these to be invested in line with the standard investment schedule, we will present the monies for investment on the next available investment date following receipt.

### **Timing**

Monies to fund Regular Contributions will be invested from your SIPP Account on the 1st of each month.

We must receive seven working days' notice for your instruction to take effect that month.

Even if you also have another Cash Account (such as within your ISA or GIA account), the monies for a Regular Contribution into your SIPP will always be invested directly from your SIPP Account (Scheme Bank Account), so you must have sufficient Available Balance in this account.

If, on the first investment date of your Regular Contributions you have insufficient monies within your SIPP to fund your first investment as instructed, we will not invest until the next month.

If you wish to alter or create Regular Contributions, you need to contact Investment Champion in the first instance.

# Failure of regular contributions

If on the investment date for two consecutive months, we cannot make the necessary investment because there are insufficient monies held in your SIPP Accounts, we will cancel your Regular Contributions. If you wish to reinstate Regular Contributions you must contact Investment Champion.

# Regular Withdrawals Within your SIPP Account (Retirement Drawdown)

There is no regular payment or retirement drawdown facility with this product. It is intended for retirement accumulation purposes only. You must ensure this is appropriate to meet your needs before proceeding with an investment.

When you are considering accessing your pension benefits, you should take expert financial advice and you will be able to transfer your SIPP into an appropriate decumulation product subject to meeting any applicable rules and regulations at the time.

# **Fees Charges and Expenses**

The charges payable under the SIPP are described in the Key Features of the SIPP provided by Hartley Pensions.

The product charges for the SIPP will be deducted automatically from your account, unless you make other arrangements.

Investment Champion is a trading name of Investment Champion Online Limited, registered in England and Wales, Company No. 08272073, registered office: 2 The Bourse, Leeds, West Yorkshire, LS1 5DE, and is an Appointed Representative of The Private Office Limited which is authorised and regulated by the Financial Conduct Authority FRN: 789482. Dealing and custody services are provided by Hubwise Securities Limited which is authorised and regulated by the Financial Conduct Authority FRN: 502619.

