Share Dealing.

Terms and conditions

Effective from 24th August 2026

HALIFAX

These Terms and Conditions:

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

You should:

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

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

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Section 1:
Halifax Share Dealing Service

The Agreement between you and us

When you open a Halifax Share Dealing Account, we'll enter into an Agreement with you.

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

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

- "we", "us" and "our" to mean Halifax Share Dealing Limited, the provider of the Service and ISA Manager; and
- "you" and "your" to mean the person who made an Application and is registered to use the Service.

About us

The Service is provided by Halifax Share Dealing Limited. Halifax Share Dealing Limited is authorised and regulated by the Financial Conduct Authority. The Registration number is 183332. The Financial Conduct Authority ("FCA") maintains a register of all businesses that it regulates at: **www.FCA.org.uk/firms/financial-Services-register**

Important information to understand our Service:

- Terms and Conditions
- Order Execution Policy
- Conflicts Of Interest Policy
- Costs and Charges

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

Section 2: Definitions

The following words and phrases have special meanings:

Account	Your Halifax Share Dealing Account (which may or may not be a Halifax Stocks and Shares ISA);
Additional Permitted Subscription	This is an additional ISA allowance that you can claim when someone passes away. See more details in Section 20.
Agreement	The legal Agreement between you and us in relation to the Account and the Service, as set out in these terms and conditions and Section 1;
Application	Your Application to us to use the Service;
Approved Bank(s)	A bank or other financial institution, where we may deposit Client Money in line with the Client Money Rules;
Assets	The portfolio of Investments and un-invested cash held in the Account;
Available Money	Money in your Account, which has settled or cleared, hasn't been allocated to a purchase and is available for you to withdraw;
Certificated Shares	Shares evidenced by a paper certificate;
Charging Schedule	Any Charging Schedule we've given you, which is available on our Website, setting out our Costs and Charges;
Client Money	Money we receive and hold for you, in line with the Client Money Rules;
Client Money Rules	The FCA's Regulatory Requirements that concern the holding of Client Money;
Complex Instrument	A financial instrument, which is not a non-Complex Instrument, as defined in the FCA Rules;
Conflicts of Interest Policy	Our policy on the management of conflicts of interest. It describes the steps we take to identify and manage conflicts that may arise;

Consolidated Tax Certificate ("CTC")	A certificate detailing the amount of any Income including dividends and interest in the preceding Tax Year;
Corporate Action	An event affecting any of the Investments;
Costs and Charges	Our Costs and Charges, as generally described in Section 12 and set out in any Charging Schedule;
Deal	The purchase or sale of specified Investments by you;
Dealing Charges	Our Dealing Charges, as generally described in Section 12 and set out in any Charging Schedule;
Dealing Day	Each Working Day during which a Deal can take place on the relevant Market;
Dealing Period	The period during which a Deal can take place on the relevant Market. • UK markets – the Dealing Period is 8.00am to 4.30pm on each Working Day. This may change from time to time. • Markets outside the UK – the Dealing Period will follow the opening hours of the relevant Market. Details of the international exchanges' Dealing hours are on our Website. • Unit Trusts and Open-Ended Investment Companies ("OEICs") are priced each Working Day at a valuation point. Further details are in our Order Execution Policy;
Dividend Reinvestment Plan ("DRIP")	A feature of the Service allowing cash dividends paid on your eligible Investments to buy more of the same Investments;
FCA	The Financial Conduct Authority;
FCA Rules	The rules of the Financial Conduct Authority (or its successor) in the United Kingdom;
FSCS	UK Financial Services Compensation Scheme;
Halifax Variable Mortgage Base Rate	The variable mortgage base rate for the Halifax division of Bank of Scotland plc is published on its Website at **halifax.co.uk** from time to time;
Income	Money received in the form of dividends or distributions in relation to Investments held in your Account, or interest on Client Money we hold for you;

Investment Plan	The timetable for your Scheduled Investments, as described in Section 18;
Investments	Assets (not money) which we can Deal and/or hold for you as detailed on our Website;
ISA	A Halifax Stocks and Shares Individual Savings Account;
ISA Manager	Us, Halifax Share Dealing Limited in our capacity as an ISA Manager approved by HM Revenue & Customs;
ISA Regulations	The Individual Savings Account Regulations 1998, as amended and re-enacted from time to time and any other Regulatory Requirements applicable to your ISA;
Lloyds Banking Group	The group of companies that has Lloyds Banking Group plc as its parent company. This includes us and several other companies using brands, including Lloyds Bank, Halifax and Bank of Scotland plc. More information on the Lloyds Banking Group is available at **lloydsbankinggroup.com**;
Market(s)	The financial Market on which Investments are bought or sold. This includes: • regulated markets, such as the London Stock Exchange plc; • Multilateral Trading Facilities (MTFs), which bring together buyers and sellers of securities and Investments (including Retail Service providers and Market Makers); • investment firms who Deal outside regulated markets or MTFs; and • Fund Managers;
Market Information	This includes: • prices; • quotations; • news (both financial and non-financial); • company information and other information provided by us or by other Market data providers;
Multilateral Trading Facilities ("MTFS")	Non-exchange based trading systems, which accommodate Deals between multiple parties;
Nominated Bank Account	Your personal bank account, registered in the UK, Jersey, Guernsey or the Isle of Man, that you've nominated for the purposes of funding the Account;

Nominee Company	A non-trading company whose sole purpose is to record the legal ownership of Assets held on your behalf, separate from any Assets which belong to us;
Online Service	The Service we provide at **halifaxsharedealing-online.co.uk** or any other address we may give you in line with this Agreement as set out in Section 5;
Order	An instruction from you asking us to execute a Deal on the Account;
Order Execution Policy ("OEP")	Our policy that sets out the arrangements that we have put in place to make sure that we meet our "best execution" obligations;
Regulatory Requirements	(a) Any obligation that applies under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, Ombudsman or similar body; or (b) any obligation under any industry guidance or codes of practice that we follow; or (c) any other legal or regulatory requirement, which, in each case, is applicable to this Agreement and/or our provision of the Service to you;
Regular Investments	A feature of the Service, where you can make Scheduled Investments as described in Section 18;
Regular Subscriptions	A feature of the Service, where you can make Scheduled Subscriptions as described in Section 18;
SAYE	Save As You Earn option scheme;
Scheduled Investment	An Order to purchase a pre-determined value of Investments on one or a series of defined days, as described in Section 18;
Scheduled Subscription	A payment collected from your Nominated Bank Account in line with the schedule agreed through the Online or Telephone Service, as described in Section 18;
Security Details	Any password, personal identification number or other confidential security information needed to access your Account and/or give Orders through the telephone or Online Service;
Service	The Halifax Share Dealing Service, including the provision and administration of your Account and the telephone and/or Online Service as applicable;
Settlement	The process of exchanging shares or money after we place a Deal;

Settlement Date	The date on which the buyer and seller in relation to a Deal have to settle that Deal;
Subscription Plan	The timetable for your Scheduled Subscriptions, as described in Section 18;
Tax Year	Each 12-month period from 6 April of one calendar year to 5 April of the next calendar year;
Telephone Service	The Service as set out in Section 5 by calling **03457 22 55 25** or any other telephone number we may give you;
Tradable Money	Money in your Account that is available for you to Deal as described at Section 6. This includes Available Money and sale proceeds in relation to a sale of an investment that is not yet settled;
Trade Confirmation	A record, giving the details of a Deal, including Costs and Charges applicable to that Deal and the total amount payable by or to you;
TradePlan	A feature of the Service, which allows you can give us TradePlan Orders;
TradePlan Orders	A collective name for Stop Loss Orders and Limit Orders as described in Section 17;
Website	Our Website at **halifax.co.uk/investing** or any other address we notify to you from time to time.
Working Day	Any day other than a Saturday, Sunday or English bank holiday.

Section 3:
The Service and the Account

You can make Deals in certain types of Investments through our Online Service. When the Online Service is unavailable, you can use the Telephone Service. Once we've accepted your Application, we'll open an Account in your name. The Account will hold the Assets, including any Investments and Client Money.

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

3.1 Execution only Service

The Service is execution only. This means we'll execute your Orders in line with this Agreement. We won't give you investment advice or discretionary management.

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

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

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

There are some circumstances where investing in or receiving returns on Investments in certain companies (or funds which include Investments in certain companies) may be an offence under UK anti-money laundering legislation if the company's activities abroad were illegal if carried out in the UK. You should ensure you carry out careful due diligence on these types of Investments before investing.

3.2 Investment risks

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

You should read:

'**Understanding Risk**' at **halifax.co.uk/investing/understanding-investing/risk-explained**	'**How safe are my Assets**' at **halifax.co.uk/investing/help-and-guidance/important-information**

The value of your Investments and the level of any Income from them can go down as well as up. You may not get back the full amount you have invested.

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

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

3.3 Cancellation

You can cancel the Agreement within 30 days of the Account being opened. This is "the cancellation period". You also have the right to cancel an ISA transfer from another ISA Manager within 30 days.

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

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

If you cancel:

- we'll withdraw any cash in the Account the next Working Day after we receive your cancellation request;
- and you've purchased Investments during the cancellation period, we'll sell them and pay the sales proceeds to you after the Settlement Date;
- and you've transferred Investments to us during the cancellation period, we won't be able to return these until you provide us with instructions on how or where you want them transferred. This doesn't affect your right to cancel this Agreement, but there may be a delay in returning your Investments if we don't receive your instructions;
- and the value of your Investments falls during the cancellation period, you'll be liable for that risk, along with any costs, such as Dealing Charges and Stamp Duty.

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

Section 4: Opening an Account

4.1 Eligibility

To open an Account, you must be:

- an individual;
- over the age of 18;
- either:
  a. resident in the UK, or (unless your Account is an ISA) Jersey, Guernsey or the Isle of Man; or
  b. performing duties as a crown employee, serving overseas and paid out of the public revenue of the United Kingdom (typically a serving member of the armed forces) or be married to, or in a civil partnership with, a person performing such duties.
- not a U.S. person, a U.S. citizen or resident in the U.S. for tax purposes by any other means.
- not a resident of Canada.

We won't accept instructions from a corporate body, investment club or trust, except when it's necessary for you to close or transfer your Account.

4.2 Applying for an Account

You may apply for more than one Account, for example one ISA and another Share Dealing Account. This Agreement applies to each Account.

To open an Account, you must complete an Application. You may also need to give us any extra information we need, so you can use our Service. This may include proof of your identity and the identity of any authorised persons, in line with Regulatory Requirements to prevent money laundering, fraud and Market abuse.

If we don't receive this information, we may delay or refuse to accept your Application.

You must also provide details of a Nominated Bank Account in your name or which you hold jointly with someone else. You'll use it to fund your Account and receive amounts from us in line with this Agreement. If you add a debit card to your Account, we'll validate the debit card with your bank. We may also use your Nominated Bank Account or debit card to collect Costs and Charges.

If you have more than one Account with us, we'll use the same Nominated Bank Account for each. All payments to or from your Nominated Bank Account will be in Pounds Sterling.

4.3 Transferring Investments into your Account

We may accept a transfer of eligible Investments from another provider. If you hold Investments on a certificate, you'll need to add them to your Account.

4.4 Authorised persons and joint Accounts

We'll accept Orders and instructions in relation to your Account from you and from a person who has a legal right to give us instructions. For example:

- your trustee if you are made bankrupt;

- your personal representative;
- a person with a legally enforceable power of attorney granted by you; or
- a person who you have authorised us in writing to accept instructions from and where that person has accepted such authority.

We may not be able to provide Online access to or accept Online instructions from anyone other than the main Account holders.

If your Account is held jointly with another person or persons:

- each of you is individually and jointly liable for money owed to us. We have the right to demand repayment from all or any of you for such money;
- any of you can give instructions or receive notices on behalf of the others and access information using the Online Service;
- any of you may give us an effective and final discharge in respect of any of our obligations under this Agreement;
- if any of you die, we may treat the survivor or survivors as the only party or parties to this Agreement as entitled to the Assets; and
- we may contact and Deal only with the Account holder named first in our records, subject to any Regulatory Requirements or unless you request otherwise.

4.5 Your obligations

During this Agreement you must:

- tell us as soon as possible if you no longer meet the eligibility criteria set out above;
- promptly provide us with any information we reasonably request to provide the Service to you in line with Regulatory Requirements;
- provide us with details of a Nominated Bank Account in your name;
- make sure that your Nominated Bank Account can make and receive payments;
- always keep your Security Details secret in line with Section 5;
- take all reasonable care to prevent unauthorised or fraudulent use of your Security Details by others. You must contact us as soon as possible if you know or suspect that someone knows your Security Details or is impersonating you;
- tell us when your contact details change, including your email address. We'll use the most recent contact details on our records when we send you correspondence;
- tell us as soon as possible of any material change to the information you have given us, as this may affect the Service we provide;
- check any confirmation of transactions or statements we send you. Contact us without delay if you think it's incorrect or inconsistent with your instructions;
- follow the terms of this Agreement and the law.

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

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

Section 5: Using the Service

5.1 How to access the Service

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

5.2 Account security and Security Details

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

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

This may include:

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

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

If you have a joint Account, each Account holder must use their own Security Details and not those of any other Account holder. You must not let anyone else know your Security Details and you must use reasonable care to keep them safe.

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

- tell us and change your Security Details as soon as you can by phoning the Helpdesk on **0345 604 6476**; and
- in relation to your password for the Online Service, change it Online as soon as possible. If you have difficulty changing your password, the helpdesk will be able to assist you.

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

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

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

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

5.3 Unauthorised use of the Account

if you've followed this Agreement, we'll reimburse you for the losses that you suffer because of your Security Details being used fraudulently.

5.4 The Online Service

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

When we need to contact you Online

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

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

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

Our liability

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

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

This includes:

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

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

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

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

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

5.5 Telephone Service

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

- a Personal Reference Number (PRN);
- an Account number; and
- a Personal Identification Number for accessing the Account using the Telephone Service.

5.6 Using the Service outside the UK

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

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

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

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

Section 6: Adding and withdrawing

6.1 Adding money to the Account

Before you place an Order to buy, you must make sure there is enough Tradable Money in the Account to settle the Deal and pay any Costs and Charges.

Tradable Money is money held in your Account. This is minus any amounts for a buy Order that hasn't settled. Plus, the amounts you'll receive in respect of a sell Order that hasn't settled.

You can fund the Account in the following ways:

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

If you make a payment by debit card, your bank can impose limits. To prevent this, you can notify them so we can collect it. You can only add up to £400,000 by debit card. If you want to add more than this, you should contact us by telephone.

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

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

6.2 Income

Any Income received by us will be paid promptly into the Account within 10 Working days of receipt, unless it's paid to your Nominated Bank Account or you take part in a DRIP scheme. Where needed by Regulatory Requirements, you allow us to deduct Income tax at the appropriate rate from any dividends, interest payments and cash entitlements, which are paid gross. We'll pay the net amount to you and account for any tax deducted to the relevant authorities.

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

We'll only accept dividends in cash unless we agree otherwise. Any cash that you're entitled to receive will be rounded down to the nearest penny.

We'll not provide relief at source or support reclaims for withholding tax on foreign securities. For US securities, a reduced rate of withholding tax on dividends or other Income may be possible if you've sent us completed documentation and a valid treaty claim is made.

6.3 Withdrawals from your Account

You can withdraw available cash held in any Account at any time by using the Online or Telephone Service.

You must keep enough cash in the Account to pay any Costs and Charges, subject to Section 10.

Electronic Transfers

We'll send cash by electronic transfer to your Nominated Bank Account, which can take up to three Working days. If your Account is an ISA, we can transfer the cash to another ISA Manager (see Section 20).

Cheque withdrawals

If we can't withdraw the cash to your Nominated Bank Account and the value is equal to or above £25, we'll send a cheque to you. If the value is less than £25, we'll hold the cash in your Account.

You can place a 'Sell to Withdraw' instruction

You need to place this instruction over the telephone, if your Account isn't an ISA. We'll sell your Investments and withdraw the sale proceeds to your bank account on the Settlement Date. You'll receive this within three Working days. If we need to validate your details before we can pay you, this may lead to a delay in you receiving the cash.

Withdrawing Investments

You can withdraw Investments held in your Account at any time. You must make sure enough money remains in the Account to settle any outstanding Costs and Charges.

We'll transfer Investments direct to another provider upon receipt of their instructions. We'll agree the Investments, including quantities to transfer to them. You must make sure the Investments stay in your Account until Settlement with your new provider takes place.

If you ask to transfer out and want to sell your Investments, you must tell us prior to carrying out any sale. It may not be possible to sell if the transfer has been arranged with your new provider; if this is the case you will be able to sell with your new provider once the transfer has completed.

If you sell Investments while the transfer is in progress and we're not notified, this may result in your Account being overdrawn.

If this happens:

- we'll arrange for the provider to return the Investments to us; or
- we'll use the sale proceeds to buy back the Investments and you'll be liable for any costs.

If, after instructing a transfer you later decide to cancel and keep your Investments with us, you must tell us promptly. It may not be possible to cancel the transfer if it has been arranged with your new provider.

You can also contact us using the Telephone Service, to request a certificate in your name for eligible Investments.

Where a certificate is re-registered in your name, we'll process this outside of the custody rules, as defined in the FCA Rules. Charges may apply. Please see our Website for details.

You can't transfer Investments from your Account until the Investments have settled.

You can also sell your Investments and withdraw the cash to your Nominated Bank Account. Or, if your Account is an ISA, we can transfer the Investments to another ISA Manager (see Section 20).

Section 7: Dealing

7.1 Placing Orders

Any new or existing Assets on our platform will be subject to eligibility checks. This is to make sure they meet our trading criteria.

Where stocks don't meet our trading criteria, we can withdraw these from our platform. This could include stopping any further purchases. The asset may also need to be sold, either by you or us. If we can, we'll notify you before we take any action.

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

When you place an Order, you must tell us:

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

7.2 Accepting or refusing Orders

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

Any Deal that we accept in good faith will form a legally binding contract between you and us. Once we've accepted your Order, you can't change your mind. Unless they are Scheduled Investments or a TradePlan, in which case Section 17 will apply.

Once we've accepted an Order, we may, at our discretion and if we believe it's in your best interests, delay execution of that Order until we can contact you to clarify or check your Order.

This may include, but isn't limited to, where your Deal is outside the exchange Market size for that investment. We'll not be liable for any actual or potential financial loss or expenses that you incur because of a delay. This is provided we've taken all reasonable steps to contact you promptly.

We may reject your Order where:

- there isn't enough Tradable Money for the relevant Deal, or any other Orders to purchase Investments you have placed but that have not yet settled. If there isn't enough Tradable Money to cover the whole Deal, we reserve the right to:
  a. not carry out any part of the Deal; or
  b. adjust your Deal to match the Tradable Money in the Account; or
  c. where the Deal is a purchase of Investments, which are listed on international markets, proceed in line with Section 7;
- the Account doesn't have enough Investments for the relevant Deal and for any other Orders to sell Investments you have placed but that have not yet settled;
- we believe we might:
  a. breach Regulatory Requirements
  b. breach the rules of any Market or
  c. become exposed to action or censure from any government, regulator or law enforcement agency;
- we're not reasonably satisfied you have the right to Deal in the Investments you have given us an Order for. In which case, we'll not accept your Order until you have given us proof that is acceptable to us;
- it's unclear or we have reasonable grounds to believe it is incorrect, given in error or is not given by you or a person authorised by you;
- we've not received information we've requested, which is reasonably necessary for us to carry out the Deal;
- your Order is to sell Investments and you owe us money.

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

7.3 Executing Orders

If we accept an Order inside a Dealing Period, we'll carry it out as soon as possible. If we accept an Order outside a Dealing Period, we'll carry it out as soon as possible after the next Dealing Period starts.

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

If we negligently fail to carry out an accepted Order, we'll take reasonable steps to return you to the right position. We'll execute each Order in line with Regulatory Requirements and the rules of any Market the Deal is on.

We carry out Orders in line with "best execution". "Best execution" is our obligation under the Regulatory Requirements to take steps to get the best possible results on a consistent basis in line with our Order Execution Policy (OEP).

We'll carry out your Orders in line with our OEP. This sets out the arrangements we have put in place to make sure we meet our "best execution" obligations. Our current OEP has been provided to you. When we update this, we'll publish it on our Website at **halifax.co.uk/importantinformation**

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

You authorise us to execute Deals on your behalf outside of a regulated Market or MTF when we believe it's in your best interests to transact in this way.

When we carry out Orders

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

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

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

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

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

7.4 Dealing on international markets

When purchasing Investments listed on international markets, acting reasonably, we'll limit your Order to 90% of the Tradable Money in your Account.

This is to limit the risk where a sudden change in Market conditions or exchange rates means the price to settle exceeds your Tradable Money. However, if this occurs and the price exceeds your Tradable Money, you'll be liable to settle the Deal in full.

Trading US shares

If you Deal or hold U.S. listed Investments, we may need you to complete certain documents to satisfy U.S. tax authority requirements. If you don't provide the documents by the reasonable deadline, or we aren't satisfied they have been fully and accurately completed, we may:

- refuse to buy or subscribe for U.S. Investments;
- apply a higher rate of withholding tax to any U.S. sourced Income; and/or
- sell any U.S. Investments you hold.

If you want to buy U.S. listed shares that may pay U.S. sourced Income, such as dividends, we need you to complete certain documents to satisfy U.S. tax authority requirements.

Once we have these documents, we can apply a reduced withholding tax rate. This is instead of the usual rate applied to your U.S. sourced Income, depending on your circumstances.

The document is valid for three calendar years following the year in which you sign it, unless your personal circumstances change. You must let us know within 30 days if this happens. We may contact you when your form is due to expire.

For details of withholding tax rates, see our Website. For UK listed shares paying U.S. sourced Income, no reduced withholding tax rate is applied, even if you have certain documents in place.

7.5 Deal confirmations

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

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

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

7.6 Certificated Shares

If you own shares that are held on a paper certificate ("Certificated Shares"), you can sell these using our Telephone Service. Costs and Charges apply. Please see our Website for details.

You must have the share certificates and make sure they're in your name before you call us to sell. By giving us an Order to sell Certificated Shares, you accept that you are the owner of the shares and they accurately reflect your holding on the relevant share register.

We may, at our discretion, need you to send us share certificates before we carry out your Order. If you can't send us the right documentation, including a valid share certificate, Section 8 will apply.

Once we've carried out your Order, we'll send you a Trade Confirmation and transfer form.

Three Working days before the Settlement Date, we must receive, in a form reasonably acceptable to us:

a. the transfer form signed by you;

b. your share certificate (unless this is already in our possession); and

c. any other relevant documents and information from you or the registrar of the company.

If we don't receive these, the Settlement could be delayed or not happen at all. You may not receive the proceeds of your sale until after the Settlement Date on the Trade Confirmation or at all. If we're required to buy the shares back to fulfil the Order, you'll be liable for any costs.

7.7 Appropriateness

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

Section 8: Settlement

The Account is in Pounds Sterling. We'll carry out Deals and settle them in Pounds Sterling.

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

Where we settle any transaction in a currency other than Pounds Sterling, we'll convert the amount at the available exchange rate. This is based on the currency Market when we carry out the Deal. Charges may apply.

We'll give you an indicative exchange rate when you place your Order. The actual exchange rate applied to your Deal may change from the indicative rate provided. The rate applied to each Deal will be on the Trade Confirmation once the Deal is complete.

When you sell Certificated Shares, we'll pay the cash proceeds into your Account when we receive them from the purchaser. This may be on or after the Settlement Date. If the purchaser doesn't settle the Deal, we'll not pay the proceeds to you, but will return the Certificated Shares to you.

8.1 Receipt of proceeds on the sale of Investments

If you sell Investments, we'll add the net sale proceeds to your Account on the Dealing date we state on the Trade Confirmation. They'll become Available Money on the Settlement Date. Sales proceeds will count as Tradable Money from the date of your Order, for buying other Investments only.

If you sell Unit Trusts or OEICs, the sales proceeds are Tradable Money when we update your Account with Deal details for buying other Investments only.

If you owe us any amounts under this Agreement, we may use any sale proceeds to pay them.

8.2 Payment on the purchase of Investments

If you use your Account to buy Investments using a TradePlan or Scheduled Investments, the price will be deducted from your Account. The money will no longer be tradable and available on the Dealing date.

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

8.3 Investments

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

8.4 Failure to settle

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

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

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

If you fail to:

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

we may:

- cancel any Deal that is outstanding;
- apply all relevant Costs and Charges for carrying out that Deal;
- need you to pay for the cost of buying Investments to settle a Deal, together with any costs and fees, which we incur;
- claim the total amount you owe us, together with interest on that amount at a rate of 2% above the Halifax Variable Mortgage Base Rate (calculated daily), from that date until the full payment has been paid; and/or
- if allowed by Regulatory Requirements, keep, transfer or sell any Investments, connected rights or Tradable Money that the Nominee Company holds for you. We'll apply the proceeds towards settling the total amount owed by you. Any shortfall will still be due from you.

We reserve the right to pass your details on to a Third Party for debt collection purposes, if we believe that any amount owing to us by you won't be paid.

Section 9:
Holding Investments and cash

9.1 Holding your Investments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where a shortfall occurs we'll allocate our own money to cover the value, which we'll hold as Client Money until we're able to resolve the shortfall. If however there's a shortfall in any holdings in the Nominee Company or sub-custodian, and this cannot be covered by us for any reason, including in the event of our insolvency, you may share proportionally in losses arising from the shortfall.

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

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

Shareholder perks

Some companies offer special benefits to their shareholders (known as, "shareholder perks"). As the Investments will be pooled with those of other clients and are registered in the name of the Nominee Company or a sub-custodian, we may not be able to claim shareholder perks for you.

However, if we can claim shareholder perks for you, we'll do this. We'll hold the Investments in line with Regulatory Requirements.

9.2 Holding cash as Client Money

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

This means:

- we'll keep money that we hold for you, separate from our own money. It'll be placed, along with money belonging to other clients, in a pooled Client Money bank account, with an Approved Bank in line with Client Money Rules;
- as your money will be pooled with money held for other clients, it isn't separately identifiable;
- we may also place Client Money in notice or unbreakable term deposit Accounts. Client Money

may be placed in Accounts with notice periods of, or on deposit for fixed terms of up to 95 days;

- placing Client Money in notice or term deposit Accounts doesn't affect your ability to Deal or withdraw cash from your Accounts. However, it may not be available straightaway, in the event of default by us, or by one of the institutions with whom your money is held;
- if an Approved Bank becomes insolvent, we'll seek to recover your money through all means reasonably available to us, including from the administrator or insolvency practitioner appointed to Deal with that entity's affairs. If there's a shortfall in the amount held by the Approved Bank, you may proportionally share any losses;
- we'll exercise all due skill, care and diligence in the selection, appointment and periodic review of any Approved Bank to whom we transfer Client Money;
- you authorise us to allow another person, such as an exchange, clearing house or intermediate broker, to hold or control Client Money for the purposes of Deals through or with that other person;
- we may place Client Money with an Approved Bank outside the UK. Where we effect a Deal on your behalf, or Income is paid on Investments outside the UK, your Client Money might have to pass through a Third Party such as an exchange, clearing house or intermediate broker outside the UK;
- in these circumstances, the legal and regulatory regime will be different from those in the UK. If that person fails and can't repay all its creditors, Client Money may be treated differently than if it were held in the UK;
- in the event of such a person being declared in default, we'll make a claim on your behalf. This includes, where applicable, through any available compensation scheme.

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

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

Where permitted by Regulatory Requirements, if there's no movement on money in your Account for at least six years and we've taken steps to contact you but haven't been successful, we may stop holding it as Client Money and pay it to a charity of our choice.

Where we do this, if you then contact us, we'll pay you an equal amount to what we paid to charity.

9.3 Transfers of business

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

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

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

- the Client Money and/or Investments will be held by the person they've been transferred to, in

line with Client Money Rules and UK Regulatory Requirements;

- if not, how the Client Money and/or Investments will be held by that person;
- the extent of protection for your Client Money and/or Investments under a compensation scheme; and
- you may opt to have your money and/or Investments returned to you as soon as practicable at your request.

Section 10: Our right to use your Assets

If we, or another member of Lloyds Banking Group, reasonably believe you can't make payments when due, we or they may, where Regulatory Requirements allow, keep, transfer or sell any of your Assets as needed:

- to settle any transactions on your behalf that you entered; or
- to pay any outstanding liabilities, arising under this or any other Agreement, you have with us or them.

10.1 Our rights of "set off"

If we owe you money, including on a current, savings or other Account under any Agreement with us; and you didn't pay us an amount you owe us under any Agreement you have with us, we may:

- where Regulatory Requirements allow, use the money that we owe you to reduce or repay the amount you owe us. This is called a "set off right".
- if we reasonably think you won't pay us for an event that is not yet due, or depends on another event, we may use our set off right.
- we may use it without telling you in advance, if we believe you'll act to prevent us from receiving repayment by set off, or if we've otherwise agreed we can.

If you've told us in an acceptable way, the money you hold is not yours, we won't use the set off right against that money. We may use our set off right on any sole or joint Accounts.

Unless prevented by insolvency law, we may also:

- set off amounts that we owe you, against amounts you owe other companies at Lloyds Banking Group; and
- set off amounts other companies at Lloyds Banking Group owe you, against amounts you owe us.

10.2 Our security interest over your Assets

If you owe us money under this, or any other Agreement, we may keep your Investments as security (this right is known as a "lien").

Where your Investments are held outside of the UK, they may also be subject to a similar lien in respect of Costs and Charges relating to the administration and safekeeping of such Investments or of any depositary or Settlement system in favour of:

- any sub-custodian, company or agent appointed by us in line with this Agreement; or
- the sub-custodian, company or agent of any sub-custodian appointed by us.

10.3 General

Other members of Lloyds Banking Group may, where Regulatory Requirements allow, enforce the rights to set off, as if they were a party to this Agreement.

Nothing in this section limits any other rights that we and any other members of Lloyds Banking Group may have over your Investments, however such rights arise.

Section 11: Corporate Actions

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

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

Company Reports

You'll not automatically receive company reports and accounts for the Investments in your Account.

You can get copies of annual reports, accounts or other information issued to shareholders, security or unit trust holdings Online at **www.investormeetcompany.com/**

You can also get this information from the company, unit trust, open-ended investment company or other entity in which you hold the investment. Or, upon request, we can arrange for you to receive a copy of the annual report and accounts or other information available.

If you're entitled to extra Investments (for example, through a bonus or other capitalisation issue), where possible, we'll automatically arrange to hold your new Investments in the Account.

If a Corporate Action happens on Investments in your Account, which will result in a material change to your holding, we'll use reasonable endeavours to tell you about any rights, unless we consider it impractical to do so.

Participation in a Corporate Action

If you want to take part in a Corporate Action, you must give us instructions as per our request, by the end of the given date. Before we carry out your instruction, you must have Tradable Money in the Account by the date we give you. If Tradable Money is not available, section 9:1 will apply.

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

Where a Corporate Action results in an entitlement to digital assets (including cryptocurrencies, tokens, or similar instruments), we may be unable to accept or hold such assets on your behalf due to the capabilities or rules of our custodian(s) or market infrastructure. In such circumstances we may decline to take part in the Corporate Action or decline receipt of the assets without liability to you for any resulting loss.

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

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

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

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

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

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

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

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

Fractions of Investments or cash

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

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

- purchase them as legal owner of the shares. We'll keep any profit (and be liable for any loss) on any future sale of those shares;
- instruct our Nominee Company (as legal owner of the shares) to purchase those shares on our behalf. We'll keep any profit (and be liable for any loss) on any future sale of those shares.

We won't be liable for any loss incurred if your Investments are subject to a Corporate Action, which causes them to become ineligible for our Service.

Market rules

- if you're selling Investments through us and receive a related benefit to which you're not entitled, you must give up this benefit. We'll collect it and pass it on to the person entitled to it.
- equally, if you're buying Investments and you do not receive a related benefit to which you are entitled, we'll claim that benefit for you.
- entitlement is based on the Market's "ex-date" (the date, which an investment is traded without that entitlement) and not the "record date" (the date, which all holders shown on the register will receive a benefit).

- if you make a Corporate Action election and then sell your Investments, you'll be liable for any costs associated for having to buy back those Investments to honour your election. You'll also be liable to pay for any loss arising from adverse movements in the share price.

When we have to make a payment on your behalf

In a currency other than Pounds Sterling, we'll convert the money in line with Section 8. We'll inform you of the Pounds Sterling equivalent and when we'll transfer this from or to your Account. We may charge you for the currency conversion. This could be:

- a Corporate Action payment;
- a dividend we need to pay you;
- interest; or
- a cash entitlement

Please see our Website for details.

Additional Corporate Action information

Extra terms apply if a Corporate Action occurs in relation to Investments held in an ISA. Please see Section 20.

If you ask us, we may, but aren't obliged to, instruct our Nominee Company to ask a company calls a general meeting, provided our Nominee Company holds the relevant amount of Investments on your behalf.

You must provide us with any confirmation we request, that you have fulfilled any Regulatory Requirements related to the disclosure of your interest in the Investments.

Some Corporate Actions can result in you receiving US securities. If this happens, we might need you to complete a US tax form. Once you've completed the form, we'll endeavour to reduce the tax rate on any US Income you receive going forward.

Section 12: Costs and Charges

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

Trading Charges

You're liable for any costs, which we incur under this Agreement. This includes:

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

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

Fund Managers may have other Costs and Charges in relation to Orders for Unit Trusts and OEICs. Any applicable Costs and Charges will be included within the amount payable by you or the amount you receive in respect of these Investments.

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

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

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

Collecting the fee

We'll collect the annual administration fee from available cash within your Share Dealing Account or ISA. If there isn't enough cash available within your Share Dealing Account or ISA, we'll collect the fee from your Nominated Bank Account. This fee will be charged whether or not you are holding Investments in the Account. If we're unable to collect the fee, we may take further action in line with Section 10.2.

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

We may charge debit interest on unpaid amounts as set out on our Website from time to time. Also we may collect any costs, charges and interest due to us by debiting any Account you hold with us, or Lloyds Banking Group in line with Section 10.

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

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

We, or other members of Lloyds Banking Group may, where Regulatory Requirements allow, receive or keep rebates, commissions or other benefits relating to Investments and you consent to us recovering such amounts.

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

Section 13:
Information about the Account

13.1 Market Information

We may send you Market Information and analysis. This won't constitute investment advice and any decision to Deal in Investments rests with you.

Market Information may be available to you as part of the Online Service. It is for your own personal use. You must not pass the information on to anyone else or use it for any commercial or unlawful purpose.

If you think that someone has used Market Information without our permission, you must notify us straightaway.

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

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

13.2 Trade Confirmations, Valuations and Statements

If you've registered to use our Online Service

The valuation of your Investments during the Dealing Period will be the current Market price, delayed by 15 minutes.

- if you're viewing your valuation after the end of one Dealing Period and before the next, it'll be based on the price at the close of the previous Working Day.

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

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

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

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

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

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

We'll provide you with an Online yearly statement of all Costs and Charges you've paid; and except in relation to an ISA, we'll send a Consolidated Tax Certificate (CTC) detailing the amount of any Income received in the last Tax Year.

- It will also include any associated tax credits available to you. It's your responsibility to keep a copy of your CTC.
- If you would like a copy of your CTC, please contact us. Charges will apply.
- If you want to receive paper Trade Confirmations and/ or statements, you'll need to contact us to arrange this. Charges will apply.

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

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

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

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

We'll provide you with a paper yearly statement of all Costs and Charges you have paid; and except in relation to an ISA, we'll send you a Consolidated Tax Certificate (CTC), detailing the amount of any Income received in the last Tax Year.

- It'll also include any associated tax credits available to you. It's your responsibility to keep a copy of your CTC.
- If you would like a copy of your CTC, please contact us. Charges will apply.
- Requests for a duplicate CTC may not be available if the original CTC is more than six Tax Years old.

13.3 Correcting errors

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

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

If you suspect an error has been made on the Account, you must contact us straightaway so we can investigate.

13.4 Communications between you and us

Sending documents

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

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

Sending emails

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

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

If we can't send an email

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

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

Texts

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

Making changes to details

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

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

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

13.5 Recording communications

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

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

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

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

Section 14: Complaints and compensation

If you have a complaint about the Account, or would like details of our complaints procedures:

- call us on **03457 22 55 25**;
- talk to us Online using Web Chat once signed in to your Account; or
- you can write to: Customer Services, Halifax Share Dealing Limited, 12 Wellington Place, Leeds LS1 4AP.

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

You can find out further information by:

- writing to: The Financial Ombudsman Service at Exchange Tower, London E14 9SR;
- visiting their Website at **www.financial-ombudsman.org.uk/consumer/complaints**; or
- calling them on **0800 023 4567**.

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

We're a participant in the UK Financial Services Compensation Scheme ("FSCS"). As you're categorised as a retail client, you may be able to make a claim on this scheme if we default in our obligations to you.

Compensation of up to 100% of the first £85,000 of Assets held is available to eligible claimants. If you ask, we'll send you a summary of your rights under the FSCS. Or you can get further information from the FSCS Website.

Section 15: Changing this Agreement and termination

You may terminate this Agreement and/or close an Account at any time by giving us notice in writing or by telephone. Any costs, charges or fees incurred before termination are your responsibility. If we receive cash relating to your investments after you close your account, we will attempt to either send this to your nominated bank account or to your new provider where you've transferred your account. If we are unable to do this, for example if you've since closed your nominated bank account, and the amount is less than £25, we will pay the cash to a charity of our choice.

We may, at our discretion, end this Agreement and/or close any Account at any time by giving one month's notice to you.

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

- where we reasonably believe that if we don't, it could cause us to break Regulatory Requirements;
- in the circumstances set out in Section 5;
- where you have materially breached this Agreement; or
- where you are, or may be, behaving improperly – for example in a threatening or abusive way.

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

Where the Account doesn't hold any Assets and hasn't been used for 12 months or more, we reserve the right to treat the Account as inactive, or close it. We'll stop sending you correspondence, documentation or marketing literature.

If we or you terminate this Agreement or close an Account, you must tell us if you want to:

- sell the Investments and pay the net sale proceeds and any other money to you (minus any amounts you owe us);
- transfer the Investments and (if your Account is an ISA) any money to another provider (minus amounts you owe us); or
  - Once your transfer request has been received and processed, if it involves the transfer of assets it can no longer be cancelled and assets cannot be sold until the transfer has been completed. This is due to the process required for agreeing the transfer of assets with other providers.

If you don't give us instructions, we may sell your Investments, for example to make sure we don't breach Regulatory Requirements.

Unless we've terminated this Agreement or closed your Account, or you're exercising your right to terminate, Costs and Charges may apply for the transfer. Please see our Website for details.

If we've accepted an Order to Deal before termination, we'll execute and settle it in line with this Agreement, unless we've a valid reason not to. This includes, but isn't limited to, being prevented under Regulatory Requirements or where Market conditions make it impractical.

This Agreement will stay in place until we've transferred all Assets to you and if we expect to receive any Income due to you in respect of Assets held before termination.

On termination, you'll be liable for any outstanding costs, charges, expenses or losses incurred by us at the date of termination.

15.1 Our rights to change this Agreement

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

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

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

change to this Agreement.

The notice will tell you:

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

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

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

If we've accepted your instructions to carry out a Deal before we give this notice, we'll execute and settle it, in line with this Agreement before the change is made, unless the Deal is a Scheduled Investment or TradePlan Order.

15.2 What happens if you die

On your death, we'll continue to hold your Investments and any money in your Account.

Unless your Account is a joint Account, we'll follow the instructions of your personal representatives, who are bound by this legal Agreement, if we receive proof of their authority. If you're a joint Account holder, Section 4 will apply.

We'll need satisfactory evidence of your death and to verify the identity of your personal representatives or anyone else entitled to the Investments. Once we've received this, if asked, we'll sell any Investments and pay the proceeds and any other cash in your Account (minus any money owed to us) to them. Or, if we're asked to register Investments in the name of anyone else, we'll do this once we've been able to verify all identities. Any outstanding costs will need to be paid first. Your Account will then be closed.

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

When we know who your personal representatives are and have proof of their authority, we'll tell them the value of the Investments and cash in your Account on the date of your death.

Once we're notified of your death, we'll stop:

- collecting any Scheduled Subscriptions;
- making Regular Investments;
- any DRIPS;
- if you have an ISA, Section 20 sets out extra requirements that apply when you die.

Section 16: Our liability, governing law, regulation and tax reporting

Subject to Regulatory Requirements, we can employ agents as we reasonably think fit and we can delegate any of our functions under this Agreement.

We'll satisfy that any person who we delegate any functions or responsibilities to, is competent to carry them out. We're responsible under this Agreement for any functions we delegate to another person.

If we can't perform any of our Services due to circumstances beyond our control, we'll take all steps to bring those circumstances to an end.

We won't be liable for:

- any losses, unless directly caused by our negligence, wilful default or fraud;
- any losses:
  a. arising from any cause beyond our reasonable control;
  b. which we couldn't reasonably have expected when you gave us instruction; or
  c. in relation to any loss of business, loss of goodwill, loss of opportunity or loss of profit.
- any act or omission by us, which is necessary to avoid us breaking Regulatory Requirements.

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

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

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

16.1 Conflicts of interest

There may be limited circumstances in which a conflict exists between your interests and those of us or our other clients.

To mitigate and control any conflicts, we have a conflict of interest policy. This is provided separately and is available Online. You may also request a copy at any time by contacting us.

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

We may be required by legislation, or by agreement with tax authorities to report certain information about you and your relationship with us. This includes information about your Accounts:

- to tax authorities in the UK, which may then pass information to tax authorities in another country where you may be subject to tax; or

- directly to tax authorities in other countries (such as the USA), where we know or presume you are subject to tax.

If we have to report information about you or your relationship with us (or both), including information about your Accounts, this will include:

- your Account number;
- the amount of interest, Income and gross proceeds paid to the Account;
- the Account balance or value;
- your name;
- address;
- country of residence;
- social security number or taxpayer identification number.

We may also need you to give us further information, documentation or certification about your identity, tax residence and US Citizenship status.

If we have to report information about your Accounts, you agree that:

- you'll provide extra information and documents we need from you and that confidentiality rights under relevant data protection, bank secrecy or similar laws won't apply to information we report or get from you to meet our obligations;
- if you don't provide us with information or documents we need, we may:
  a. apply a Withholding tax to amounts, including interest, we pay to you;
  b. close your Account;
  c. transfer your Account to an affiliate in another jurisdiction; and
- we won't be liable for any loss you may suffer when we are following legislation or Agreements with tax authorities in line with this section, unless its loss is caused by our gross negligence, wilful default or fraud.

Section 17: TradePlan

TradePlans are a feature of the Service. It allows you to give us certain types of standing instructions about how to Deal in relation to your Account. These standing instructions can be:

- limit Orders;
- stop loss Orders.

These are called "TradePlan Orders".

When you give a TradePlan Order, this section will apply. We execute TradePlan Orders in line with Section 7. You agree that we'll not make the details publicly available. Costs and Charges will apply. You can find these in the Charging Schedule.

Types of TradePlan Orders

Limit Order

This is where you give us a price above which you won't buy, or below which you won't sell Investments. This price is called the "limit price". We'll execute your limit Order at the price that is available in the Market when:

- the Order is to buy Investments, the price is equal to or lower than the limit price; or
- the Order is to sell Investments, the price is equal to or higher than the limit price.

Stop loss

A stop loss Order is an Order to sell an investment when the price is less than or equal to a price you specify (the "stop price").

- we'll execute the Order at the best available price.

"Sell all" Orders

A "sell all" Order will result in all of the specified Investments in your Account at the time we execute the Order being sold.

It will consider:

- any pending Order for the same investment, regardless of Order type; or
- any withdrawals or deposits since the original Order was placed.

17.1 Placing and cancelling TradePlan Orders

Subject to Section 17, TradePlan Orders can be placed on all CREST eligible UK Investments, which we quote in Pounds Sterling. A TradePlan Order will stay in place until it executes, expires, or is amended or cancelled by you or us. A TradePlan Order may be amended or cancelled by you if the Order is not in the process of being, or hasn't been, executed.

You can give us a TradePlan Order that will automatically expire at the close of a Dealing Period, on any Working Day up to 90 calendar days in the future. Placing subsequent TradePlan Orders won't replace or cancel other TradePlan Orders.

If multiple TradePlan Orders are placed for one stock, the Order will be carried out at the first available price. At the end of each Dealing Period, we may perform a check of available Investments in your Account against pending TradePlan Orders.

If insufficient Investments are available to satisfy a future sale, we may cancel the TradePlan. Also, if the specified TradePlan price is met and insufficient Investments are available to satisfy a sale, or insufficient money available to satisfy a purchase, we may cancel the TradePlan.

If you place a TradePlan Order and the investment is then suspended from trading, we reserve the right to cancel or amend that Order.

17.2 Executing TradePlan Orders

All TradePlan Orders will be treated as individual Orders.

A limit Order may be partially executed where the applicable limit price is met. In this case, you won't be able to cancel the part of the Order, which has been executed.

It's your responsibility to verify whether a TradePlan Order has been carried out and, if it hasn't, whether you want a new Order to be placed.

When we accept your TradePlan Order, we'll use all efforts to execute that order. We'll generally carry out all Orders in relation to that investment at the relevant price, in order by reference to the time we received them.

How we execute TradePlans

TradePlan Orders are designed to be executed when the price of an investment meets, falls below or rises above a specified price. We can't guarantee we'll execute the relevant Deal at that exact price.

Example

You set a limit Order to buy a stock at a specific price, but by the time we process your Order, the stock price might have changed. This means that the price at which your Order is executed could be different from the price you initially specified.

There's a time gap between when you set the Order and when it's executed. During this time, the price can fluctuate. As a result, you might end up buying or selling at a slightly different price than you set.

TradePlans and Corporate Actions

If you place a TradePlan Order and the investment is then subject to a Corporate Action, our standard practice is to execute Orders when your specified price is met, even if the Corporate Action affects the price either technically (for example through a restructure) or because of Market movements.

However, if we think it's in your best interests and appropriate, we reserve the right to cancel, amend or otherwise intervene in such Orders. We'll use every effort to contact you where this is the case.

Our rights and liability

We reserve the right not to offer a TradePlan, or to withdraw the TradePlan facility on certain types of Investments or Accounts.

We won't be liable for any failure to execute a TradePlan Order for technical or operational reasons (including allowing for Market stabilIsation and auction periods), except where this is as a result of our negligence.

Section 18: Regular Investments and subscriptions

Regular Investments are a feature of the Service that allows you to place an instruction to fund the Account and/or purchase certain Investments on pre-defined dates each month. We'll execute Regular Investments in line with Section 7.

18.1 Funding Regular Subscriptions and your Subscription Plan

If you set up Regular Subscriptions, we'll automatically collect the payments from your Nominated Bank Account, in line with the schedule agreed by you and us through the Online or Telephone Service (a "Scheduled Subscription").

The timetable for your Scheduled Subscriptions is called a "Subscription Plan".

Where you're funding the Account using a debit card, we'll usually request money from your Nominated Bank Account on the day specified in your Subscription Plan. If it's not a Working Day, we'll request it the next Working Day.

If you've:

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

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

18.2 Making Regular Investments and your Investment Plan

A regular Investment Plan allows you to set up an Order to purchase a pre-determined value of Investments on certain days (a "Scheduled Investment"). The timetable for your Scheduled Investments is called an "Investment Plan".

- You can change your instructions for a Scheduled Investment at any time before the Working Day on which the Deal is due to take place.
- If your Scheduled Investment includes an Order to invest a percentage amount, rather than a specific value, we'll calculate it using all Tradable Money in your Account on the day we process your Deal and may not be limited to the value of your Scheduled Subscription.
- We'll begin processing your Scheduled Investment on the day specified in your Investment Plan or, if it is not a Working Day, the next Working Day. However, we can't guarantee the Deal will be completed on that Working Day.
- Except where this section applies, we'll begin to process your Deal on the relevant Working Day, at a time of our choosing. We'll execute your Deal as soon as reasonably possible during the relevant Dealing Period.
- If we think at the time, it's in your best interests and appropriate (for example, because of unusual Market conditions), we can delay Scheduled Investments until we think it is appropriate for us to place the Deal.

- If we delay a Scheduled Investment, this will be disclosed on our Website or in an email sent to you. If we've acted reasonably, we won't be liable for any losses you may incur as a result of the delay.
- Once we know the price of the Investments to be bought, we'll calculate the number of Investments. We'll then allocate them as soon as reasonably practicable after we complete the relevant Deal, in line with Section 8:3.

Section 19: Dividend Reinvestment Plan (DRIP)

You can set up a DRIP using our Online or Telephone Service. Once you've set up the DRIP, we'll reinvest all future dividends on eligible Investments, into the same stock, until you cancel your instruction. If you have more than one Account, you'll need to give us separate instructions for each Account.

If you want to change your dividend handling instruction you must tell us before any dividends due are paid into your account. We will apply the dividend handling instruction which is recorded at the time each dividend is processed.

We'll execute DRIPs in line with Section 7. If your Account is frozen or restricted by us in line with this Agreement, we won't process your DRIP. Instead we'll add any related Income to your Account.

The number of Investments you'll receive for each dividend we reinvest will depend on:

- the amount of your cash dividend. This is based on the number of shares you hold on the dividend record date, multiplied by the dividend payment amount;
- the price at which the new Investments are bought; and
- the Dealing costs and Stamp Duty reserve tax for the purchase of the new Investments.

You'll receive the maximum whole number of shares, or fractions of a unit, which we can buy on your behalf. We'll not invest amounts less than £1 into Unit Trusts or OEICs. Any cash left over will be paid back into your Account.

If you sell or transfer out your investment before the dividend payment date, we won't reinvest your dividend and it'll be paid in to your Account. You can cancel the DRIP by giving an instruction using our Online Service or our Telephone Service.

Section 20: Supplementary Conditions for ISAs

The terms in this section will apply to an ISA.

20.1 Opening and subscribing to an ISA

You may apply for more than one Account, for example for one ISA and another Account that isn't an ISA.

If you open an ISA, we'll automatically open a Share Dealing Account for you. Your ISA will be effective from the date we receive both your ISA Application and your first subscription.

- You can subscribe to more than one stocks and shares ISA in the same Tax Year;
- You must not exceed the overall annual subscription limit set by HM Revenue & Customs. You can find this on our Website. These limits may vary each Tax Year (unless Section 20:2 applies); and
- You must meet the eligibility criteria in Section 4 and always continue to meet the residency qualification.

You agree to notify us straightaway if you stop meeting the residency qualification in Section 4.

How to subscribe to your ISA

You can make subscriptions to your ISA in the following ways:

- as we describe in Section 6;
- by cheque, in which case we may not accept any Orders to Deal until the cheque has cleared in line with Section 6;
- by transferring Investments to us, from an approved Save As You Earn ("SAYE") option scheme or a Share Incentive Plan. Please see Section 20.4 for details; or
- by transferring other non-ISA Investments to us. Please see Section 20.5 for details.

Where you transfer Investments into your ISA, there may be a minimum amount we'll accept. We'll tell you this at the time of your Application or transfer in.

You can set up regular monthly subscriptions to your ISA. We'll give you a choice of collection dates. Then we'll debit money from your Nominated Bank Account on the date you pick (or, if that day is not a Working Day, the first Working Day after that day). You can change the collection date for future subscriptions.

20.2 If an ISA holder dies

If you die, your spouse or civil partner can pay up to the total value of your ISA into an ISA in their own name. This amount is called an 'Additional Permitted Subscription'. They won't be able to use an Additional Permitted Subscription if you're separated at the time of your death.

The value of the Additional Permitted Subscription

The Additional Permitted Subscription will be either the value of your ISAs at the date of your death or the date the ISA is closed (including any accrued dividends, Income or interest up until either date).

Your surviving spouse or civil partner will have three years to take up the allowance

If a spouse or civil partner dies, their ISA can stay open for a maximum of three years after the date of their death. During this time, no money can be paid into the ISA. Any money withdrawn (including any withdrawn by the Account holder before death) can't be paid back in as a replacement subscription. Withdrawals can only be made by executors during this time for specific reasons.

Date the allowance is calculated at

Where there's a choice to take the value of the Additional Permitted Subscription at the date of death or the date the ISA is closed, it'll apply to all ISAs held with the same provider. This means the Additional Permitted Subscription for these ISAs can't be both the value on death of the Account holder and the value at date of closure.

If your spouse or civil partner decides to take the Additional Permitted Subscription when the ISAs are closed, they'll only be able to take advantage of the Additional Permitted Subscription once all ISAs held with the same provider are closed.

They can ask to use a different date (either the date of death or the ISA closure date) for ISAs held with different providers. Once they've told a provider which date they'll use, they can't change their mind.

If your spouse or civil partner selects the value of the ISA when it's closed, the Additional Permitted Subscription will never be lower than the value of the ISA at the date of death (but it may be higher).

If they decide to take the value of the ISA at the date of death, this amount can't be increased later.

Where you pass away and we're told to close your ISA, we'll transfer the stocks and any cash in the Account according to the executor's instructions. If we're not told to close the ISA after your death, the Account will lose its ISA status three years from the date of death.

Investments can also be used as part of an Additional Permitted Subscription where:

- the surviving spouse/civil partner has inherited the Assets, which were held in the ISA;
- the Assets were held in the ISA when the ISA Manager was notified of the death;
- the title has not moved from that ISA Manager or their nominee; and
- the surviving spouse/civil partner will keep the same ISA Manager as the deceased.

If any (or all) of these don't apply, the subscription must be made in cash. Transfer of the Investments must be made within 180 days of beneficial ownership passing to the surviving spouse.

Additional Permitted Subscriptions won't count towards your spouse or civil partner's annual ISA allowance.

When the time comes for your spouse or civil partner to use the Additional Permitted Subscription, they must pay it into their ISA within the time-limits set out in the ISA Regulations. We'll tell them about these time-limits when they make an Additional Permitted Subscription.

Your spouse or civil partner can pay some, or all, of an Additional Permitted Subscription into a stocks and shares ISA by contacting us for an Application form or to transfer money from another Account held with us.

20.3 Investments you can hold in your ISA

Only Investments meeting the requirements of ISA Regulations can be held in your ISA.

We reserve the right to decide whether an investment meets those requirements. The ISA Investments must be and stay in your beneficial ownership. You must not use them as security for a loan.

Title to the Investments and cash held in your ISA will be registered in line with Section 9. Share

certificates and other documents evidencing title to ISA Investments will be held by us, as ISA Manager or as we may direct.

Corporate Actions within an ISA

You can subscribe extra money to your ISA to meet the amount due for a Corporate Action, subject to the annual subscription limit. We may (at our discretion) in certain circumstances, give you the option to take up the Corporate Action outside the ISA.

If you've got insufficient money in your ISA to take up a Corporate Action and have already reached your subscription limit for the Tax Year, you can sell Investments in your ISA and use the proceeds.

If we receive Investments from a Corporate Action, which aren't ISA "qualifying Investments" under ISA Regulations, we'll transfer them to another Account. If you don't have another Account with us, we'll open one for you.

In certain circumstances, we may offer you the option to sell Investments and keep the sale proceeds in your ISA. We'll notify you if this option is available. We may charge for this Service, as set out in the Charging Schedule.

Voting and attending meetings

If you ask and where we are able, we'll attempt to arrange for you to:

- attend shareholders', securities holders' or unit holders' meetings (subject to any restrictions on attendance imposed by the company); and
- vote by proxy (by telling us how you want the Nominee Company to exercise your vote).

We'll only use any rights we have to vote for you when you tell us to do so.

Company Reports

You'll not automatically receive company reports and accounts for the Investments in your Account.

You can get copies of annual reports, accounts or other information issued to shareholders, security or unit trust holdings Online at **www.investormeetcompany.com/**

You can also get this information from the company, unit trust, open-ended investment company or other entity in which you hold the investment. Or, upon request, we can arrange for you to receive a copy of the annual report and accounts or other information.

20.4 Subscribing from an approved employee savings scheme

If the transfer meets the requirements of the ISA Regulations, you can transfer shares received under an approved Schedule 3 SAYE option scheme, or a Schedule 2 Share Incentive Plan into your ISA. The value of the shares at the date of the transfer will count towards your subscription limit for the Tax Year.

- For a Schedule 3 SAYE option scheme, you must make the transfer within 90 days of your exercise of an option.
- For a Schedule 2 Share Incentive Plan, you must make the transfer within 90 days after the shares ceased to be subject to the plan.

You'll need to arrange the transfer of shares. Once we receive your instructions and any necessary documentation is properly completed, we'll accept the shares.

20.5 Generation of a cash subscription by the disposal of existing Investments

We can't accept Investments, other than shares from the Schedule 3 SAYE option scheme or Schedule 2 Share Incentive Plan into your ISA.

You can transfer Investments held outside of a SAYE option scheme or Share Incentive Plan into a non-ISA. Or you can sell them and pay the proceeds into your ISA to use to buy new Investments (in line with Section 20:1).

You must be solely and beneficially entitled to any Investments that you transfer and they must be free of any Costs and Charges.

There are Costs and Charges for the transfer Service. You should be aware that you may incur other Costs and Charges such as liability for Capital Gains Tax, because of the transfer.

The value of your Investments may fall during the period that the transfer is taking place. You'll bear that Market risk.

20.6 Transferring an ISA from another ISA Manager

We'll accept a transfer of a cash ISA, stocks and shares ISA, lifetime ISA or innovative finance ISA held with another ISA Manager.

You should contact us in writing or by telephone and we'll send a transfer form for you to complete. Or, you can download the transfer form from our Website.

Once you've completed and returned the form, we'll contact your existing ISA Manager to arrange the transfer. Your Account must be open before we can accept the transfer. The value of your Investments may fall during the period that the transfer is taking place. You'll bear that Market risk.

20.7 Transferring your ISA to another ISA Manager

You may at any time, subject to the ISA Regulations and any applicable transfer restrictions and allowing us a reasonable period not exceeding 30 calendar days to implement your instructions, transfer:

- the current Tax Year's subscriptions, the Investments bought with those subscriptions and any money in full; and/or
- previous Tax Years' subscriptions, the Investments bought with those subscriptions and any money.

You can do this by applying to the ISA Manager who you're transferring to. They'll provide you with a transfer form and will arrange the transfer with us. The value of your Investments may fall during the period that the transfer is taking place. You'll bear that Market risk.

Where you transfer your ISA and we receive dividends, interest or other Income on your behalf, we'll send this to the new ISA Manager. Where the amount is less than £50, we'll send this directly to you.

If you ask us to transfer your ISA in full, we'll close it once we complete the transfer.

20.8 Withdrawals

You can make withdrawals from your ISA, however the 'sell to withdraw' Service is not available. Withdrawing amounts won't increase your subscription limit and you won't be able to pay amounts withdrawn, back into your ISA within the same Tax Year.

20.9 Your ISA's tax status

Under the current law relating to tax relief for ISAs, we'll manage your ISA, so it'll be free from UK Income Tax and Capital Gains Tax.

When these terms and conditions refer to tax relief, they mean the tax relief that applies at the date they were published in the UK. Tax relief could change in the future. If the tax relief that applies to your ISA changes, your ISA will continue but it'll be affected by that change.

We don't claim relief on taxes levied outside the UK.

On your death, the ISA tax efficient status can continue until the earliest of:

- your Account being closed;
- the date we fully wind up your estate;
- three years from the date of death.

If you're married or in a civil partnership and you've not separated from your spouse or civil partner at the date of your death, it's possible for you to leave the Investments in your ISA to them. This allows them to continue to benefit from the tax treatment of your ISA.

In these circumstances, if the requirements of the ISA Regulations are met, they'll be entitled to transfer the Investments into an ISA in their own name, rather than subscribing by way of cash for their Additional Permitted Subscription.

20.10 Communication with HM Revenue & Customs

We'll give HM Revenue & Customs information about your ISA as needed by Regulatory Requirements.

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

Where we need to account to HM Revenue & Customs for any tax arising from any dividends, interest payments and cash entitlements paid on Investments in your ISA, you authorise us to collect this tax from cash we hold in your ISA.

Or, if you don't hold enough cash, by selling Investments from your ISA.

20.11 Void ISAs

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

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

20.12 Delegating our functions as ISA Manager

We may delegate any of our functions or responsibilities as ISA Manager in line with Section 16.

20.13 Closing your ISA

You can close your ISA as set out in Section 15. We can close your ISA as set out in Section 15 if:

- under ISA Regulations, it becomes void, or we've been asked to close it by HM Revenue and Customs; or
- if our appointment as ISA Manager is ended, we've given you at least 30 calendar days' notice and your right to transfer to another ISA Manager; and
- you've not transferred your ISA within 60 days of that notification.

If we or you close your ISA, we'll give you certain options. Costs and Charges may apply, please see our Website for details.

We will, on your instruction and within the time limit stipulated by you either:

- transfer the ISA (minus any amounts you owe us) with all rights and obligations to another ISA Manager, subject to the ISA Regulations or any applicable restrictions on transfers between ISAs;
- sell the Investments and pay the proceeds to your Nominated Bank Account along with any other money (minus any amounts you owe us);
- transfer Investments to a non-ISA with us, or a different non-ISA Service provider; or
- send you a certificate in your name for eligible Investments. We'll pay any cash into your Nominated Bank Account.

Do you need extra help?

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

If you have a hearing or speech impairment you can use Relay UK. On a smartphone, computer or tablet, you can call through the Relay UK app, our lines are open Monday to Friday, 9am to 8pm except on Public holidays where lines are open 9am to 5pm (closed Christmas day).

If you're deaf and a BSL user, you can use the SignVideo service at **halifax.co.uk/accessibility/signvideo**, Monday to Friday 9am to 5pm.

Telephone calls may be monitored or recorded.

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All the information in this brochure was correct when it was printed (July 2025).

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