

# Terms and Conditions

## 1 WHAT ARE THESE TERMS AND CONDITION FOR?

1.1 These Terms and Conditions set out the Agreement between:

**You** this means:

- (i) the person we've opened a General Investment Account and/or ISA;
- (ii) the Registered Contact in respect of a Junior ISA; and/or
- (iii) you as the member of your Moneyfarm Self-invested Personal Pension (SIPP)

And

**Us** this means – Moneyfarm, so whenever you see 'we', 'us' or 'our', you know who we're referring to.

1.2 Whilst You should carefully read these Terms and Conditions in full, You should pay particular attention to the following important Conditions:

- 1.2.1 2 (When these Terms and Conditions will )
- 1.2.2 9 (Your rights to ;
- 1.2.3 10 (Our rights to );
- 1.2.4 11 (What happens when )
- 1.2.5 21 (Fees and Charges) and (Fees and Charges Schedule)
- 1.2.6 35 (Our liability to You) and
- 1.2.7 39 (Complaints)

## 2 WHEN THESE TERMS AND CONDITIONS WILL APPLY

2.1 These Terms and Conditions will become effective once we have accepted your application and opened an Account for our Services. They will remain in place until either we or You have terminated this Agreement in accordance with the provisions of these Terms and Conditions and we have transferred your assets to You (but they will only apply to those assets that we hold for you in the meantime).

## 3 WHO ARE YOU

3.1 Moneyfarm is a trading name of MFM Investments Limited, a company registered in England and Wales. Our company registration number is 09088155 and our registered office is at 90-92 Pentonville Road, London N1 9HS. Our registered VAT number is 193149785.

3.2 Moneyfarm is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 629539. You can check these details by visiting the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk) or contacting them on 0800 111 6768.

## 4 COMPENSATION AND COMPLAINTS

4.1 Moneyfarm is covered by the FSCS. You may be entitled to compensation from the FSCS in the event that we have stopped trading, are declared to be in default or otherwise cannot meet our financial obligations and you have suffered loss as a result. Your potential entitlement to compensation depends upon the type of Service we provide You and the circumstances of your claim. Further information about compensation arrangements is available from the FSCS website ([www.fscs.org.uk](http://www.fscs.org.uk)).

4.2 You may also have the right to complain about Us or this Agreement to the Financial Ombudsman Service. You can find more information on how to complain in Condition 39.

## 5 WHAT WE DO

5.1 We will open an Account for you and we will provide you with discretionary portfolio management service. This Account is then used to buy and sell investments. These investments will form the basis of one or more Portfolio(s) that contain specific investment Products. We provide a Discretionary Management Service in relation to those Portfolios, which means we will make decisions on your behalf, taking into consideration the Investment Parameters you choose.

5.2 We offer simplified advice. We do not recommend or make investments on your behalf in products from the whole of the market, but rather a limited range of products from a limited number of carefully selected companies. We do not take any back-end fees or commissions on the financial products we recommend. We are not tied into any one provider of financial products. There is a detailed list of the Services in Condition 15 .

## 6 STAYING IN TOUCH

6.1 **How to contact us.** You can contact us by telephoning our client service team on **0800 4334574** for the UK or **+44 (0) 203 7456990** from abroad or by emailing us at [hello@moneyfarm.com](mailto:hello@moneyfarm.com) You can also write to us at 90-92 Pentonville Rd, London, N1 9HS.

6.2 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to You at the email address or postal address You provided to us in your application used to open your Account. It is therefore important that You tell us about any changes to your contact details – we are not responsible if You do not receive information or notices from us because You have not updated Your contact details. You can do this by contacting us as described in Condition 6.1 above.

## 7 DEFINED TERMS

7.1 Some terms used in this Agreement have specific meanings. These terms will appear with a capital letter and may be explained where they are first used. For easy reference a list of these terms and their meanings is set out in Appendix 6.

## 8 OPENING AN ACCOUNT WITH US

8.1 In order to open an Account with us and to use our Services, You must:

8.1.1 Be at least 18 years old

- 8.1.2 hold a UK Bank Account;
- 8.1.3 complete our application form which provides us with the information we need to review in order for us to know our clients and identify the source of their funds;
- 8.1.4 hold the minimum investment amounts for each Product (detailed in Condition 18 below)
- 8.1.5 meet any other criteria that we tell you apply to the types of Products You want to invest in;
- 8.1.6 comply with any legal, regulatory and compliance matters that apply to You in connection with the Services and associated Products and that we provide you; and
- 8.1.7 tell us immediately if any of the information You have provided to us changes.

8.2 If You don't meet the above conditions, we can decline to open an Account or provide our Services to you in respect of one or more Products. If You stop meeting any of these conditions after we have opened an Account for You then we may terminate this Agreement in accordance with Condition 10.

## 9 **YOUR RIGHTS TO END THIS AGREEMENT**

9.1 Your statutory rights provide you with the following cancellation rights:

- 9.1.1 You can cancel this entire Agreement within 30 days of it being entered into;
- 9.1.2 You can cancel a Product within 30 days of a Product being opened; and/or
- 9.1.3 You can cancel a transfer from another ISA, LISA, JISA within 30 days of us receiving that transfer.

9.2 If You cancel this Agreement, You must still pay all outstanding transactions fees and charges that You owe to us at the time of cancellation.

## 10 **OUR RIGHTS TO END THIS AGREEMENT**

10.1 We may end this Agreement and stop providing the Services to You at any time by giving You 30 business days' notice in writing.

10.2 We may end the Agreement and stop providing the Services to you immediately by giving you written notice if:

- 10.2.1 You seriously or persistently breach the Agreement or fail to meet your obligations under the Agreement;
- 10.2.2 You no longer meet the eligibility criteria set out in Condition 8.1;
- 10.2.3 You fail to maintain the minimum investment required under Condition 18;
- 10.2.4 You move to another country outside the UK or change your tax residency;
- 10.2.5 We reasonably suspect that You are or have been involved in criminal activities (including but not limited to fraudulent, bribery or money-laundering activities);
- 10.2.6 You do or We reasonably believe you are or may become bankrupt; or

10.2.7 to keep the Agreement in place or to provide the Services would mean that we are in breach of Regulatory Requirements or any applicable laws.

## 11 WHAT HAPPENS WHEN THIS AGREEMENT ENDS

11.1 When, and from the time the Agreement is ended by You or by Us for any reason:

11.1.1 transactions already in progress will be completed in the normal course of business.

11.1.2 we will have no further obligations to you in relation to the Services;

11.1.3 You will pay all outstanding transactions, fees and charges owed to us at the time together with any expenses reasonably incurred by us in giving effect to the ending of the Agreement and any losses incurred in settling or concluding our outstanding obligations and selling your assets;

11.1.4 we may deduct these fees and expenses from any part of your Portfolios and/or sell assets from Your Portfolios to cover unpaid fees and expenses;

11.1.5 we may pass on to you, charges levied by third parties as a result of the ending of the Agreement;

11.1.6 Your Account will be suspended and subsequently liquidated, at which time we will return the proceeds, net of any due charges (either due to third parties or as defined in Appendix 4) to the bank account shown on your Account.

11.1.7 following the payment of any outstanding amounts owed to us and the settlement of all outstanding transactions relating to your Portfolios, we will sell your assets and transfer the proceeds to the bank account shown on your Account.

11.2 Unless we have ended the Agreement under Condition 10.1 or you are ending it under Condition 38 (because we have made a change to these Terms and Conditions), costs and charges may apply. Please see the Schedule of Fees and Charges.

## 12 INSTRUCTIONS

12.1 We will only accept instructions (including to open an Account) and notifications in relation to your Account from:

12.1.1 You; or

12.1.2 from a person, who has been appointed via either a duly signed power of attorney or another person appointed on your behalf confirmed by legal documentation which is provided to Us.

These instructions may be given electronically using the website, by phone or in writing as detailed at condition 6.

12.2 We will send out all notices, information and other correspondence to You by email at the email address that You specify on your Account from time to time and shall be deemed delivered on the day and time it is sent. Any written correspondence will be sent to the postal address that You specify on your Account from time to time and will be deemed delivered on the second business day after posting.

12.3 We may record and monitor telephone conversations that we have with You. We will store recordings for as long as we consider appropriate or the period required by law.

## 13 PROVISION OF INFORMATION

13.1 You must provide us with any information as we may reasonably request to enable us to provide the Services to You. This may include details such as identification information, your contact details, bank account details, financial circumstances, attitude to risk and your investment objectives.

## 14 USE OF YOUR INFORMATION

14.1 Our Privacy Policy explains how we will use your information, which can be found on our website <https://www.moneyfarm.com/uk/privacy/>.

14.2 You can request copies of your personal information held by us or any service provider we appoint by contacting the firm at [hello@moneyfarm.com](mailto:hello@moneyfarm.com). You should notify us if any of the information held is incorrect.

## 15 SERVICES

15.1 The Services that we provide are only available to UK residents, partnerships formed under UK Law or bodies incorporated in the UK that may include corporate bodies, charitable foundations and trusts. At our discretion, and in line with our regulatory permissions, we may accept non-UK residents who approach us as a potential client, providing we are able to satisfy certain requirements to confirm the status, identity and other relevant information of such clients.

15.2 We can provide You with a number of different Services, including:

- **Simplified advice:** This Service is used to identify what investment parameters are suitable for you. We will ask You questions to understand your investment needs and objectives. We will then recommend which, if any, Products meet those needs. This Service will only consider the range of Products that we offer and it will not consider any other products or services that may be available for other providers which may be more suitable for you.
- **Discretionary Management Service:** We build and use our expertise to fully manage each Product according to the Portfolio objectives. This means that we monitor the performance of each Product using our discretion to adjust and balance the investments to ensure that the Portfolio remains suitable for You.
- **ISA Discretionary Management Service:** You may invest up to the maximum amount allowable in any tax year (see <https://www.gov.uk/individual-savings-accounts>) in a Moneyfarm Stocks and Shares ISA, sheltering future returns from capital gains tax. Moneyfarm will build and manage the Product selected to ensure it remains in line with your investment and risk objectives using our Discretionary Management Service (so the requirements set out in these Terms and Conditions which apply to our Discretionary Management Service also apply to our ISA Discretionary Management Service). There are, however, additional terms which apply to clients to whom we provide this service, and these are set out in Appendix 2. currently
- **JISA Discretionary Management Service:** You may invest up to the maximum amount allowable in any tax year in a Moneyfarm Stocks and Shares JISA, sheltering future returns from capital gains tax. Moneyfarm will build and manage the Product selected to ensure it remains in line with your investment and risk objectives using our Discretionary Management Service (so the requirements set out in these Terms and Conditions which apply to our Discretionary Management Service also apply to our JISA Discretionary Management Service). The additional terms applicable to JISA are set out in Appendix 3.

- **Self-Invested Pension Plan (SIPP) Management Services:** A SIPP is a personal pension scheme that helps You accumulate a sum of money to provide You with an income throughout your retirement. The scheme is administered by Embark Services Limited. Please read our [Key Facts Sheet](#) on our website as well as the SIPP Terms & Conditions set out in Appendix 4 before You invest in a SIPP.
- **SIPP Discretionary Management Service:** Moneyfarm will build and manage the Portfolios to ensure they remain in line with your investment and risk objectives using our Discretionary Management Service (so the rights and obligations set out in these Terms and Conditions which apply to our Discretionary Management Service also apply to our SIPP Discretionary Management Service). The additional terms which apply to clients to whom we provide this service are set out in Appendix 4
- **Find, Check & Transfer Service:** Moneyfarm will offer You the opportunity to help find any lost pensions to transfer, or if You are not confident about the details of your existing pension policies and would like expert guidance, Moneyfarm will check for any benefits or penalties and then complete the transfer. The additional terms which apply to clients to whom Moneyfarm provide this service are set out in Appendix 5

## 16 DISCRETIONARY MANAGEMENT SERVICE

16.1 Our principal Service is the Discretionary Management Service where your individual Products are managed in accordance with your requirements and the parameters we agree with you, as set out in your Portfolios. We will recommend investments for your Products in accordance with the information in your Portfolios.

16.2 You grant us full authority, at our sole discretion, to enter into any kind of arrangement or transaction on your behalf including investing in any type of investments or other assets. There will be no limit on the amount of each Product that we may invest in any one investment, or on the proportion of each Product that any one investment may make up, and there will be no limit or restriction on any particular type of investment, or currency, or on the markets on which transactions are carried out.

16.3 You can choose the management style and investment focus for each of your portfolios.

16.3.1 Management style defines the approach we follow for managing the investments in your portfolio. You can choose between:

- (a) Actively Managed: we will typically adjust the asset allocation of your portfolio a number of times throughout a year; or
- (b) Fixed Allocation: we will passively manage and adjust the asset allocation of your portfolio only once a year. The exception being for any rebalances required to address portfolio allocation drift away from our models.

In all cases, these adjustments will take place without seeking your consent to do so.

16.3.2 Investment focus defines the criteria we use for selecting the investments in your portfolio. You can choose between:

- (a) Regular asset mix (also known as a Classic Portfolio): a portfolio comprised of a globally diversified regular mix of assets. Funds in the portfolio are not screened against ESG criteria; or
- (b) Socially responsible (also known as an ESG Portfolio): a portfolio comprised of a globally diversified mix of assets that prioritises environmental, social and governance factors. Funds in

the portfolio are screened against ESG criteria using both external data from MSCI and internal ETF issuers benchmarking methodology; or

- (c) Liquidity+: a portfolio comprised of short-term, lower-risk debt securities such as government bonds, commercial paper, and certificates of deposit. Funds in the portfolio are not screened against ESG criteria. Although our Liquidity+ portfolio is an investment focus it may be positioned alongside our management styles in our user journeys for the sake of user convenience.

16.3.3 All managed portfolios are managed in accordance with an internal risk management framework that governs the acceptable asset class, long term volatility and tail risk exposures for a Product. They are monitored against these constraints daily. The investment team may hold assets outside of these ranges, subject to market conditions. We have a core investment and asset allocation process. We regularly monitor our clients' Portfolios to ensure they behave within an acceptable range of returns, and reference Moneyfarm performance against comparative benchmarks. The performance of a client's Portfolio can differ from the average return for a chosen risk level due to the size of a clients Portfolio, movement of cash in or out and clients changing their risk level.

16.3.4 All managed portfolios are monitored against average competitor returns derived from data based on monthly results published by Asset Risk Consultants (ARC), the performance of internally selected peers and/or other appropriate benchmarks based on the investment focus of the respective portfolios. The average returns from discretionary investment managers based on risk profile are computed after fees.

16.3.5 Each of your managed portfolios is reviewed on a regular basis, at least annually to ensure that it is still suitable for you, based on your current objectives. We will also automatically rebalance your portfolio on a regular basis without seeking your consent to do so to ensure that it continues to meet your objectives.

16.3.6 As with any investment service, we do not guarantee that our Discretionary Management Service will ensure that the investments in your portfolios will perform as you, or we, expect.

## 17 THEMATIC INVESTMENTS

17.1 You can customise your existing portfolio by adding Thematic Investments. To be able to do so, you need to meet the following criteria:

17.1.1 You have an existing ISA or GIA portfolio or are planning to open an ISA or GIA portfolio. This is your **Base** portfolio.

17.1.2 The suitable risk profile of your Core portfolio has to be Balanced, Curious, Adventurous or Fearless to be able to invest in Thematics and create a **Satellite** part of the portfolio. If your risk profile is Prudent or Moderate investing on Thematics is not suitable for you give your lower risk tolerance profile.

17.1.3 You need to invest a **minimum investment** of £10,000 in your ISA or GIA. This part of your portfolio is called Core and will be discretionary managed as explained in point 16.

17.1.4 You can add Thematic Investments when the invested funds in your GIA or ISA Portfolio are a **minimum investment** of £10,000.

17.1.5 If your ISA or GIA does not have a **minimum investment** of £10,000, you can still choose Thematic investments by adding sufficient funds to meet the £10,000 threshold for the **Base** portion of your portfolio and the remaining will be invested in the Thematic Investments or the **Satellite** portion of your portfolio. As

the funds could take several days to be received by Moneyfarm, we will wait for the funds to arrive **before trading**. The maximum period we can wait for the funds is 30 days.

- 17.1.6 Thematic Investments can constitute no more than a limited exposure of your portfolio. This maximum exposure depends on the portfolio risk.. The current limit is set at around 20% for the riskiest portfolios. The investment Committee and the Asset allocation team revisit this limit on a periodic basis, depending on thematic portfolios risk profile and market conditions.

## 18 CHOOSING YOUR INVESTMENT PARAMETERS AND OUR SIMPLIFIED ADVICE SERVICE

We will treat You as a Retail Client unless we agree with You otherwise. This categorisation affords You the highest degree of consumer protection under the Regulatory Requirements. However, this does not mean that You will automatically be eligible to bring a claim under any investor compensation schemes or ombudsman service available.

- 18.1 As a Retail Client, You may have the right to elect to be re-categorised as a Professional Client (referred to as opting up). This right is available to private individual investors and other retail clients. You can only opt out if certain criteria are met and certain procedures are followed. Professional Clients are given a lesser degree of consumer protection under Regulatory Requirements.
- 18.2 We will only accept a request to opt out if we are permitted to do so in accordance with our regulatory obligations.
- 18.3 We will inform You of any limitations that such a re-categorisation will entail, together with the scope of that re-classification. If You are categorised as a Professional Client, You must keep us informed of any change in your financial circumstances which may affect your categorisation.
- 18.4 If we notify You that we will treat You as a Professional Client, You may request to be treated as a Retail Client either generally or in relation to one or more particular services or in relation to one or more transaction or product, but that may mean terminating the account You have with us.
- 18.5 General provisions applying to the simplified advice service:
- 18.5.1 When you open a Product with us you will choose which Investment Parameters to apply to that Product so that we know how to manage the Product(s) for you. We will provide you with financial advice to help you make this decision. We call this our “Simplified Advice Service”. We will also provide you with our Simplified Advice Service if you want to change your Investment Parameters. We will require you to use the Simplified Advice Service annually to ensure that the Investment Parameters are still suitable for you.
- 18.5.2 Our Simplified Advice Service is designed to identify which Investment Parameters are suitable for you. We use a streamlined process to do this, which means that we will ask you specific questions to understand your investment needs and objectives in relation to the Product. We will make a recommendation as to which, if any, Investment Parameters meet those needs and objectives. We will not consider your wider financial needs or circumstances or any other investments that you hold outside the Portfolio.
- 18.5.3 Our Simplified Advice Service is “restricted advice”. This is because we will only consider the range of Investment Parameters that we offer when making a recommendation to you. We will not consider whether any other product or service that may be available from another provider might be suitable, or more suitable, for you.
- 18.6 Suitability



- 18.6.1 Where we have agreed to provide You with a Discretionary Management Service we will assess the suitability of any discretionary management decision which we make, to ensure the selected Products remain suitable for you.
- 18.6.2 This means that we will assess whether investment in the selected Product ;
- (a) meets your investment objectives and risk profile;
  - (b) is such that You are able to financially to bear any related investment risk consistent with your investment objectives and risk profile; and,
  - (c) is such that You have the necessary knowledge and experience to understand the risks involved with the transaction or with the management of your Portfolios as the case may be).
- 18.6.3 We will assess suitability primarily by reference to the suitability of the composition of your Portfolios as a whole. This means that your Portfolios may contain a number of different investments with different risk profiles which may have a higher (or lower) risk profile.
- 18.6.4 So that we can assess the suitability of a Product we will ask You to provide us with information regarding your knowledge and experience of the investments in question, your investment objectives (including the level of risk You are prepared to take) and your financial situation, including your ability and appetite to bear losses. This information will be contained in risk profiling documents that You complete, client records that we hold on You as well as other information that You provide to us.
- 18.6.5 It is important that the information You provide to us is accurate and up to date. You should inform us immediately of any changes to your circumstances which may be relevant or changes to the information You have provided to us with. Otherwise we are entitled to rely on the information You have given to us.

## 19 INITIAL AND MINIMUM INVESTMENT

19.1 We require a minimum initial investment to your Account.

19.1.1 **Initial Investment** – minimum £500. Where the minimum investment is not maintained, your Account might be suspended and You might be required to close your Account as soon as is reasonably practicable. (see Condition 10.2.3)

19.1.2 **Additional Investment** – minimum contribution £100.

19.2 For investment amounts between £500 and £5,000 it is sometimes not possible to build a fully balanced Account, depending on market conditions. In this scenario, we will build up the number of investments as You add more money to your account. However, until your Account approaches £5,000 You may find that You have a larger than normal allocation to cash while we wait for more money to buy investments. The investments we buy will always be relevant to your Investor

## 20 DEALING

20.1 We will normally pool (aggregate) your transactions with those of other clients without seeking agreement from You beforehand. We will only do so where we believe that this is unlikely to disadvantage your overall position, although it may do so in relation to any specific order.

20.2 We will normally be in a position to invest your money on the day, or the day after, it is received by us, subject to there being sufficient cash available in your Account. In the event that investment is delayed beyond that time for reasons beyond our control, we will not be liable to you for any loss of potential market movement.

## **21 DELEGATION AND REFERRALS**

21.1 We reserve the right to perform any of our obligations to You through an Associate or any third party of our choosing. We will ensure that all such parties are suitably authorised, qualified and competent to do so.

21.2 Where appropriate, we may offer to refer You to third parties to provide certain additional services. We will not make any such referral without your consent. We may also accept referrals of business from third parties.

## **22 FEES AND CHARGES**

22.1 Our fees and charges are calculated on the basis and at the rates shown and are payable as set out in the Fees and Charges Schedule at Appendix 1. We reserve the right to change these rates from time to time and will notify You of any such changes in writing 15 days in advance.

22.2 We may deduct any amounts payable by You to us from your Portfolios. If the available funds within a particular Product are insufficient, we may sell assets held as part of other Products within your Portfolios to cover such charges.

22.3 If You close your Account, we will deduct all charges due up to the date of closure before remitting the remaining funds to you.

22.4 We may receive payment from, or share charges with, a third party. We will advise You about such payments or shared charges.

## **23 STATEMENTS AND REPORTS**

23.1 We will provide valuation reports to You electronically on a quarterly basis. These reports will include details of all transactions during the relevant period, details of the contents of your Account, the current market value and the basis of valuation, income and interest and fees charged.

## **24 EXECUTION VENUES AND COUNTERPARTIES**

24.1 We may deal on any markets or exchanges and with any counterparties that we believe provide the best outcome reasonably available. All transactions will be carried out in accordance with the rules and regulations of the relevant market or exchange, and we may take any steps as may be required or permitted by such rules and regulations and/or by appropriate market practice.

## **25 CLIENT MONEY**

25.1 Your money will be kept in a separate account to our money. Any cash held in your Portfolios will be held as client money in an approved bank in accordance with the FCA client money rules. Client money accounts may include money belonging to our other clients.

25.2 We will exercise due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution where your money is deposited and of the arrangements for holding your money. It is important to note that we are not responsible for any acts, omissions or default of a credit institution or bank chosen by us.

- 25.3 Your money will be pooled in the client money bank account with money belonging to Our other clients. This means that your client money will not be separately identified from that of our other clients. If for whatever reasons the approved bank does not hold enough money in the client money bank account to meet your entitlement and those of all of Our other clients (for example, because the approved bank becomes insolvent), You and Our other clients would share that loss in proportion to the size of your respective entitlements.
- 25.4 We may operate client money accounts outside the UK. In the event we do so please note that:
- 25.4.1 different legal and regulatory provisions will exist outside the UK and the protections may not be equivalent to those available in the UK. In the event that a bank located outside of the UK defaults, fails or otherwise unable to meet its obligations, money held on behalf of clients may be treated differently than if the money was held in the UK;
- 25.4.2 we will only hold client money in an account outside the UK where the relevant bank has confirmed that all money standing to the credit of the account is held by us as trustee acting on your behalf and that the bank is not entitled to combine or set off the account in respect of any money owed to it on any other account held by us with it, whether in our name or not.
- 25.5 Client money may be passed by us to a settlement agent in a jurisdiction outside the UK. If the settlement agent defaults, fails or is unable to meet its obligations, client money may be treated differently from the position which would apply if the money was held in the UK.
- 25.6 We reserve the right to only make external payments to and to accept payments from the bank account stated in your Account.
- 25.7 We are not obliged to inform You if we change our client bank account, however we will advise You of our amended bank details via our website.
- 25.8 If you have any cash or investments in your Portfolios , we may "set off" against any amounts you owe us or is due for payment. We will tell you before we do this and only do it if we think it is reasonable, having taken your circumstances into account.

## **26 CUSTODY ASSETS**

- 26.1 Your Custody Assets will be held subject to the FCA rules and we will act as custodian or arrange for your Custody Assets to be held in custody. This means they will be separate from our own investments and in the event of our insolvency, it will minimise the chance of loss or diminution of those assets.
- 26.2 You hereby authorise us to register or arrange the registration of Custody Assets with any nominee company or with an entity or in any name permitted by the FCA Rules.
- 26.3 Where the Custody Assets are subject to the law or market practice outside the United Kingdom and it is in your best interests to do so, we may register or record your Custody Assets in our name or the name of a sub custodian. If held in our name or that of a sub custodian, the Custody Assets may not be segregated or separately identifiable from our assets or those of the sub custodian and, in the event of a default by us or the sub custodian, may not be as well protected from any claims by our or their creditors.
- 26.4 If we deposit your Custody Assets with a person in a non-EEA state, they will be subject to the law of that state and your rights in relation to those assets may differ accordingly. We will not deposit your Custody Assets with a person in a non-EEA state which does not regulate custody activities unless:

26.4.1 the nature of the financial instrument requires it to be deposited in such a state; or

26.4.2 we receive a prior written instruction from you, in which case the consequences of so doing are entirely at your own risk.

26.5 We will exercise all due skill, care and diligence in the selection, appointment and periodic review of any sub-custodian and the arrangements under which the sub-custodian holds the Custody Assets. Subject to any applicable legal or regulatory requirement we shall not be responsible for the acts or omissions, default or insolvency of any sub-custodian holding Custody Assets which we hold for you. Where your investments are held by a sub custodian, we cannot guarantee that you will not lose any investments if that sub custodian becomes insolvent. However, in order to show that your investments are not available to that entity's creditors, we will take the necessary steps to ensure that their records show that the investments are held for You and that they do not belong to Us or the sub custodian and, in the event that the sub custodian becomes insolvent, We will use reasonable endeavours to recover your investments.

26.6 Where we choose to use an amount of our own money to cover a shortfall (i.e. where we discover we are not holding assets of sufficient value to meet our obligations to You which may happen from time to time, for example due to fluctuations during a working day), we will hold that amount for You in accordance with the FCA's client money rules (*Cover Amount*) until the shortfall is resolved, unless otherwise agreed. Where the relevant shortfall reduces or is otherwise resolved, the Cover Amount (or the portion thereof in excess of the relevant shortfall) shall become immediately due and payable to us. In the event of termination of the Agreement, we will treat payment to You of such money covering a shortfall as fully discharging our obligation to You to return the securities that were the subject of that shortfall.

## 27 **INSOLVENCY**

27.1 In the event that we go into administration, liquidation or any other insolvency process, our books and records will be sufficient to enable an insolvency official to determine that client assets fall outside of Our insolvency estate. These records also indicate which assets are to be returned to which clients. These assets will be made available to clients as part of the administration process. As the assets belong to clients and are held by Moneyfarm in trust, no other creditor can access or make claim to them.

27.2 If a sub-custodian enters into administration, liquidation or other insolvency process the Custody Assets held by them will be returned to Us, who will deposit those Custody Assets with an alternative custodian.

27.3 However, to the extent that We and/or our sub-custodian or nominee fail to comply with our CASS obligations and an insolvency official is unable to determine that particular client assets fall outside of their respective estates, FSCS protection may be available to eligible claimants.

27.4 Cash held outside a tax wrapper will be returned to your UK Bank Account. Our nominated sub-custodian will contact You within 90 days of the declaration of insolvency about the cash held in a tax wrapper.

## 28 **DEPOSITS**

28.1 Subject to Condition 24.6 we accept payments from any UK account which You are authorised to use, by direct debit or bank transfer.

28.2 When You make a payment by direct debit, your payment will be processed by a third party that is subject to the Payment Services or Electronic Money Regulations. These payments typically take 3 business days to reach us (with a maximum of 7 business days), during which time the money is held by the relevant service provider in an account protected by the relevant regulations.

- 28.3 Payments should be made in pounds sterling. If you ask us, we may agree to accept payments in a currency other than pound sterling in which case we may charge a fee for this.
- 28.4 If you have more than one Product and you send us money without telling us which Product you want to pay it into, we may either reject that money or allocate it to any one of your Products
- 28.5 We may, in accordance with the Applicable Requirements regarding financial crime, reject any payments into your Account where we know or suspect that you are not the beneficial owner of the amount paid.]

## **29 SOURCE OF FUNDS AND SOURCE OF WEALTH**

- 29.1 We are obliged to comply with the Money Laundering Regulations. To do that, we may need to ask for proof that a payment received by Us has originated from your UK Bank Account, in line with our Regulatory Requirements. We may also ask for evidence that your wealth is from a legitimate identifiable source. If we make what we regard as a reasonable request for these purposes, You agree to comply with it.

## **30 WITHDRAWALS**

- 30.1 We will only pay money to the UK bank account registered to your Account with us.
- 30.2 If we receive a request to cancel a direct debit after we have claimed or received the funds, we will return the money and debit your Account. If we need to sell some of your assets to settle amounts outstanding on your Account, we will do so, and You may incur a profit or loss. If your Account becomes overdrawn, we will ask You to settle that overdraft, and You agree to do so within a reasonable period.
- 30.3 We will process disinvestment and withdrawal requests within 1 business day of receipt. Please be aware however, that due to certain delays that remain within the payment services system it may take 7-10 working days from initiating the process to You receiving funds in your bank account.

## **31 ACCESS TO THE SERVICES**

- 31.1 We may temporarily prevent your access to the Services where it is reasonably necessary for us to do so to in order to comply with the Regulatory Requirements or to carry out important maintenance or upgrades to our Services.
- 31.2 We may block access to the Services if we reasonably suspect there has been unauthorised or fraudulent use of them or your Account or we have reasonable concerns about the security of your Account. . We will let you know (if possible, before we do so or if not as soon as we can) if we do this and the reasons for doing so unless we are prohibited by law from doing so or it would affect the security of your Account. And we will remove the restriction as soon as the reason for doing so in the first place comes to an end.

## **32 DEATH**

- 32.1 If You die, your ISA will not lose its tax-free status, but will be designated a 'continuing account of a deceased investor'. No further contributions can be made into the ISA. We will sell the stocks and shares in your ISA and hold the proceeds in cash for the benefit of your estate, unless we are specifically asked not to do this, within 30 calendar days of receiving your Death Certificate. Once the process has been completed, and the funds administered, the Account will be closed. Your spouse may be able to continue to hold the assets from your ISA within an ISA in their own name.

32.2 If You die, we will process the administration of your account once we receive either a Grant of Probate or Letters of Administration from your personal representatives. We will act on the instructions of your personal representatives who will be bound by these Terms and Conditions and the Agreement.

### **33 INCOME**

33.1 Dividends earned on the investments held in your Portfolios which are payable to You will be remitted to Your Portfolios and may be reinvested.

33.2 Interest earned on the investments held in your Portfolios which is payable to You will be remitted to your Portfolios and may be reinvested.

### **34 INTEREST**

34.1 Moneyfarm reserves the right to keep any interest earned on the cash held in or outside your Portfolios

### **35 CONFLICTS OF INTEREST**

35.1 We or anyone connected with us, may carry out certain transactions for You where we, or another client of ours, have a duty that may conflict with our duty to you. We will manage any such conflict or potential conflict to ensure that it does not materially affect the transactions we carry out for you. We will inform You if we consider that we cannot adequately manage a conflict.

35.2 Our Conflicts of Interest Policy is available on our website or provided on request.

### **36 OUR LIABILITY TO YOU**

36.1 We accept responsibility for any loss, damages or costs suffered or incurred by You only to the extent that such loss arises directly from our gross negligence, wilful default, fraud, and/or our breach of any duties which we owe You under the Regulatory Requirements. We will not be liable for any other losses, damages or costs suffered or incurred by you.

36.2 Nothing in the Terms and Conditions excludes or restricts any liability that Regulatory Requirements do not allow us to exclude or restrict.

36.3 We will take reasonable care in the assessment and appointment of sub-custodians, banks, counterparties, agents and other third parties. We accept responsibility for any loss, damages or costs incurred by You only where these arise from our negligence, wilful default or fraud in the assessment or appointment of such persons. We will not be responsible in any other circumstance for the actions of any such third parties.

36.4 We do not accept responsibility for any loss, damages or costs You may incur as a result of any cause beyond our reasonable control or as a result of not being able to perform our obligations under the Agreement because you have not complied with your obligations under the Agreement.

### **37 INDEMNITY**

37.1 You will indemnify us against any liability, cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of the Agreement, negligence, wilful default or fraud.

## 38 OUR DUTIES TO YOU

38.1 No provision of the Agreement will be deemed to restrict, qualify or exclude any duty owed to You under the Laws and Regulations which apply to us. We do not however, owe You any further duties except as expressly set out in these Terms and Conditions.

## 39 AMENDING THESE TERMS AND CONDITIONS

39.1 We may amend these Terms and Conditions at any time. We will only make amendments for good reason, including but not limited to:

39.1.1 making these Terms and Conditions clearer;

39.1.2 making these Terms and Conditions more favourable to you;

39.1.3 reflecting legitimate increases or reductions in the costs of providing our services to you;

39.1.4 reflecting any mistakes that may be discovered in due course; or

39.1.5 reflecting a change of Law or to the Regulatory Requirements, as they apply to Us or You, or the Agreement

39.2 We will notify You of any amendments by emailing notice to you. We will tell You what the amendment is, the reason for it and the date on which the amendment will come into effect. Unless we are required to give a specific notice period as per our Regulatory Requirements, we will give you reasonable notice of any change to these terms and conditions. You will be deemed to accept and agree to the amendment unless You notify us to the contrary within 15 days of the date of our notice to you. If You do not accept the amendment, You may choose to end the Agreement immediately and close Your Account and no additional costs or charges (that would otherwise apply on termination) will apply. These Terms and Conditions as amended in accordance with this Condition 38.2 will supersede any previous Terms and Conditions.

## 40 COMPLAINTS

40.1 We take complaints very seriously. Should You have any complaints in relation to our services, please notify Us by emailing in the first instance to the Client Relationship Management team at [hello@moneyfarm.com](mailto:hello@moneyfarm.com), or alternatively to the Compliance Team at [uk.compliance@moneyfarm.com](mailto:uk.compliance@moneyfarm.com).

40.2 We will then contact You about your complaint and work together to try and find a resolution. We will acknowledge your complaint within 3 working days. We will then investigate the circumstances and aim to resolve your complaint as quickly as possible. We have up to 8 weeks to investigate your complaint, the outcome of which will be sent to You in our Final Response, which will explain the investigation and report our findings to you.

40.3 If you're unhappy with the outcome or how we have dealt with your complaint, You can refer to The Financial Ombudsman Service (“**FOS**”), which is an independent dispute resolution service. It is free of charge but You must contact them within 6 months of our Final Response. You should follow the steps outlined on the FOS website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>. Certain clients, such as larger companies and trusts may not be considered eligible complainants by the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted at:

*The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR*

40.4 Further details on our Complaints Handling Procedure can be found on our website under the Legal and Regulatory documents section.

## **41 ASSIGNMENT**

41.1 You do not have the right to assign or otherwise transfer to any other party your rights or obligations under the Agreement unless you get our written consent prior to doing so, which will not be unreasonably withheld.

41.2 We may assign our rights and obligations under the Agreement at any time and will send You notice by email of any such assignment 30 days prior to it taking effect.

41.3 We may delegate some or all of our obligations under these Terms and Conditions to another person.

## **42 INACTIVE ACCOUNTS**

42.1 We are unable to transact on Accounts for which we do not hold full Client details. We will mark any such Account as dormant, to protect both You and Us and if it has been inactive for at least one year we will liquidate the Account and return the proceeds, net of any due charges, to the bank account shown on your Account. If You ask us, we will tell You how You can access your Account. If You have money in a dormant Account, it will remain your property (or in the event of death it will form part of your estate).

## **43 ENTIRE AGREEMENT**

43.1 This Agreement is the entire Agreement between You and us and supersedes and extinguishes all previous agreements and arrangements between us, whether written or oral, relating to its subject matter.

## **44 GOVERNING LAW**

44.1 This Agreement and any obligations arising out of or in relation to it are governed by and construed in accordance with the Laws of England and Wales and all disputes under or in respect of this Agreement shall exclusively be dealt with by the courts of England and Wales.

44.2 Nothing in these Terms and Conditions shall affect any right or rule which allows us or You to service documents in any other manner permitted by law.

## **45 THIRD PARTY RIGHTS**

45.1 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **46 TIMING**

46.1 We last updated these Terms and Conditions on 8 November 2022.



# Appendix 1

## FEES AND CHARGES SCHEDULE

### 1 CATEGORIES

1.1 Fees and charges fall into three categories:

1.1.1 Annual management fees;

1.1.2 Withdrawal charges; and

1.1.3 Additional charges.

### 2 ANNUAL MANAGEMENT FEES

2.1 We will charge you an annual management fee. The fee is a percentage of your total assets under management with us. The fees are structured into tiers depending on the size of your Portfolios. The same fees apply to the Classic and ESG investment focus. The annual management fee for our Actively Managed, Fixed Allocation and Liquidity+ product lines are distinct and not shared. For example, you would not be eligible for the £100,000 tier if you held £50,000 in Fixed Allocation and £50,000 in Actively Managed. Likewise you would not be eligible for the £100,000 tier if you held £50,000 in Fixed Allocation and £50,000 in Liquidity+.

#### **Actively Managed Portfolios - Annual management fee (Including VAT)**

##### **Under £100,000:**

- 0.75% on investments up to £10,000
- 0.70% on investments between £10,000 and £20,000
- 0.65% on investments between £20,000 and £50,000
- 0.60% on investments between £50,000 and £100,000

##### **Over £100,000:**

- 0.45% on investments between £100,000 and £250,000
- 0.40% on investments between £250,000 and £500,000
- 0.35% on investments over £500,000

**By way of examples:**

**If a client invests £70,000, they would pay fees of:**

- **0.60% on the whole £70,000 = £420**
- **Total includes VAT**

**If a client invests £110,000, they would pay fees of:**

- **0.45% on the whole £110,000 = £495**
- **Total includes VAT**

#### **Fixed Allocation Portfolios - Annual management fee (Including VAT)**

- 0.45% on investments up to £100,000
- 0.35% on investments between £100,000 and £250,000
- 0.30% on investments between £250,000 and £500,000
- 0.25% on investments over £500,000

**By way of examples:**

**If a client invests £70,000, they would pay fees of:**

- **0.45% on the whole £70,000 = £315**
- **Total includes VAT**

**If a client invests £110,000, they would pay fees of:**

- **0.35% on the whole £110,000 = £385**
- **Total includes VAT**

#### **Liquidity+ Portfolios - Annual management fee (Including VAT)**

- 0.30% on total investment

**By way of examples:**

**If a client invests £50,000, they would pay fees of:**

- **0.30% on the whole £50,000 = £150**
- **Total includes VAT**

2.2 We reserve the right to review the fees where we believe total gross contributions are being manipulated by deposits and subsequent withdrawals, or other unreasonable activity.

### **3 WITHDRAWAL CHARGES (NOT SUBJECT TO VAT)**

3.1 Moneyfarm does not charge any withdrawal fee.

### **4 ADDITIONAL CHARGES (NOT SUBJECT TO VAT)**

4.1 Moneyfarm levies no additional charges, but there are other costs, fund fees and transaction costs, that contribute to the total cost of investing. Please visit our Pricing page to see what you will pay.

# Appendix 2

## ADDITIONAL TERMS FOR CLIENTS WITH STOCKS AND SHARES ISAS

### 1.1 IMPORTANT INFORMATION

1.2 This section contains additional terms and conditions which are applicable to the Stocks and Shares ISA. In addition to our requirements detailed in our general terms and conditions at clause 8 above, to open a stocks and share ISA with us, you must be:

1.2.1 a UK resident; or perform duties which are treated as being performed in the UK (as per s.28 Income Tax Act 2003); or married to or in a civil partnership with a person who performs such duties.

1.2.2 have an Account with us;

1.3 We will open your stocks and shares ISA on the day we have both a valid application and receipt of your first subscription, or where you are transferring to us from another ISA manager, on the day we have both a valid transfer application form and receipt of the proceeds of transfer from your previous ISA manager.

### 2 INVESTMENT STRATEGY

2.1 Your Stocks and Shares ISA investments will be subject to the requirements of HM Revenue & Customs (“**HMRC**”).

2.2 For each new tax year, all contributions to your Portfolio will be allocated first to your Stocks and Shares ISA until the maximum subscription is reached for that year, or until your own pre-set limit. Once the maximum subscription or your own pre-set limit is reached, future contributions are allocated to the non-ISA remainder of your Portfolio

### 3 INVESTING IN A STOCKS AND SHARES ISA

3.1 Investments into a Stocks and Shares ISA may be by cheque, bank transfer, transfer of cash from an existing Portfolio held with us or by transfer from another ISA manager (subject to HMRC’s ISA transfer rules).

3.2 Your investments will be registered in the name of, or otherwise held to the order of Moneyfarm as the ISA nominee. You will at all times be the beneficial owner of any investments held in your ISA. You must not use the investments and/or cash in your ISA as security for a loan except to the extent permitted by the Individual Savings Account Regulations 1998 (“**Regulations**”).

3.3 The total of contributions to be invested in any tax year will not be more than the maximum permitted to be invested in stocks and shares by the Regulations for that tax year.

### 4 WITHDRAWING YOUR ISAS INVESTMENT

4.1 You will not incur tax liabilities by withdrawing. We will send an acknowledgement of your instructions to you at the email address you designate in your Account.

4.2 At your request, we will transfer all or part of your ISA investments (with the associated rights and obligations) to another ISA manager, subject to HMRC’s ISA transfer rules.

4.3 We will process your withdrawal or transfer request promptly and normally within the 30-day maximum period stipulated by HMRC, subject to circumstances outside our control. Should you wish the withdrawal or transfer to take

place at a particular time, we will endeavour to meet this request. However, in the case of transfers, we are reliant on the receiving manager and cannot guarantee to do so.

- 4.4 Your Stocks and Shares ISA is flexible. This means that You are able to withdraw and replace funds in your ISA within the same tax year up to the maximum prescribed ISA limit. Replacement payments do not count towards your annual subscription limit.

## **5 ISAS REGULATIONS**

- 5.1 You authorise us to disclose to HMRC all such information as required by law. We will notify you in writing if, by reason of any failure to satisfy the provisions of the Regulations, your Stocks and Shares ISA becomes void.

- 5.2 If any term in this Agreement conflicts with the ISA Regulations or the FCA Rules, then the ISA Regulations or the FCA Rules will prevail and this Agreement shall be amended to comply. In this case, any change deemed significant by Us shall be notified to You.

## **6 DELEGATION**

- 6.1 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the Terms and Conditions is competent to carry out any of those functions and responsibilities.

## **7 DEATH OF ISA ACCOUNT HOLDER**

- 7.1 In accordance to what is stated by the HRMC, if You die holding a Stocks and Shares ISA with us, your ISA will not lose its tax-free status, but will be designated a 'continuing account of a deceased investor'. No further contributions can be made into the ISA. We will sell the Financial Instruments in your ISA and hold the proceeds in cash for the benefit of your estate, unless we are specifically asked not to do this, within 30 calendar days of receiving your Death Certificate. Once the process has been completed, and the funds administered, the User Account will be closed. Your spouse may be able to continue to hold the assets from your ISA within an ISA in their own name.

- 7.2 If You die holding a Stocks and Shares ISA with us, we will process the administration of your account once we receive either a Grant of Probate or Letters of Administration from your personal representatives. We will act on the instructions of your personal representatives who will be bound by these Terms and Conditions and the Agreement.

## **8 TIMING**

- 8.1 We last updated these Terms and Conditions on 6 April 2024.

# Appendix 3

## TERMS APPLYING TO JUNIOR ISA

### 1 WHAT IS A JUNIOR ISA

- 1.1 The Junior ISA is a stocks and shares Junior ISA which we operate as Junior ISA manager in accordance with the ISA Regulations.
- 1.2 Provided that the Junior ISA is valid under the ISA Regulations it will be exempt from UK capital gains and income tax.
- 1.3 The Junior ISA is held by you as the Registered Contact on behalf of a child for whom you have parental responsibility. Once the child becomes 18 years old the Junior ISA is converted into a normal stocks and shares ISA in their name.

### 2 OPENING A JUNIOR ISA

- 2.1 In addition to the requirements that apply to our Products generally, in order to open a Junior ISA with us on behalf of a child you, as the Registered Contact, must:
  - 2.1.1 have an Account, ISA or SIPP with us; and
  - 2.1.2 have parental responsibility for the child (although you do not have to live at the same address) and provide us with such evidence of your parental responsibility as we may reasonably request; and
- 2.2 The child must:
  - 2.2.1 be under the age of 16 at the time that the Junior ISA is opened;
  - 2.2.2 have been born on or after 3 January 2011 or not have a Child Trust Fund account;
  - 2.2.3 be resident in the UK or perform duties which, by virtue of Section 28 of Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the UK;
  - 2.2.4 be a dependent of a person who performs such duties or be married to, or in a civil partnership with, a person who performs such duties; and
  - 2.2.5 not have any other stocks and shares Junior ISA.
- 2.3 Unless you tell us otherwise, we will renew the Junior ISA at the beginning of each subsequent tax year.
- 2.4 We will open the Junior ISA once we have received:
  - 2.4.1 a valid application from you and the first subscription into the Junior ISA; or
  - 2.4.2 where a full JISA transfer is being made to us from another Junior ISA, or a Child Trust Fund, a valid transfer form and receipt of the relevant amounts from the previous ISA or Child Trust Fund.

### 3 SUBSCRIPTIONS TO THE JUNIOR ISA

- 3.1 You should make a minimum investment of £500 and maintain a minimum monthly investment of £10 Only the Registered contact can make contributions to the Junior ISA.

3.2 In accordance with the ISA Regulations, all payments made into a Junior ISA shall be deemed to be a gift and will be non-refundable.

3.3 Subscriptions to the Junior ISA can only be made up to the applicable subscription limit for that tax year. The subscription limit is set out on Moneyfarm's website.

#### **4 TRANSFERS TO THE MONEYFARM JUNIOR ISA**

4.1 Where permitted by the ISA Regulations, cash can be transferred to the Junior ISA from another cash or Stocks and Shares Junior ISA provider or Child Trust Fund held by the child.

4.2 We accept only full transfers as you can have only one JISA product with a provider.

4.3 Each child can have one Junior cash ISA and one Junior stocks and shares ISA at any one time. These can be with different providers. A child cannot hold both a Junior ISA and a Child Trust Fund, with the same or different providers.

#### **5 WHAT YOU MUST DO IN RESPECT OF THE JUNIOR ISA**

5.1 At all times while you are the Registered Contact in respect of a Junior ISA with us, you must:

5.1.1 remain a UK resident;

5.1.2 tell us immediately if the child does not meet, or has not met at any point since the Junior ISA was opened, the eligibility requirements that apply to them at section 2.1 above;

5.1.3 not subscribe more than the applicable subscription limit in any tax year to the Junior ISA and any cash ISA that the child may hold;

5.1.4 ensure that the child is the beneficial owner of all the cash and investments in the Junior ISA; and

5.1.5 not use the investments and/or cash in the Junior ISA as security for a loan.

5.2 If you do not meet these requirements or if the child does not meet the eligibility requirements at section 2.1 above then we can require that you be replaced as the Registered Contact, and/or the Junior ISA may be invalid under the ISA Regulations.

5.3 The Junior ISA cannot be charged or assigned except to replace the Registered Contact or to make a transfer to a new Junior ISA. Any attempt to do so will be void.

5.4 If the child becomes bankrupt, the Junior ISA will not pass to any person acting on behalf of the child's creditors.

#### **6 REGISTERED CONTACT**

6.1 As a Registered Contact you will be our point of contact for all statements and other correspondence regarding the Junior ISA and all instructions and information must come from you.

6.2 There can only be one Registered Contact for the Junior ISA at any one time. We will not accept instructions from a person with a Power of Attorney in respect of a Registered Contact or from the child (unless they are also the Registered Contact).

6.3 We will replace the Registered Contact only in accordance with the ISA Regulations, as follows:

6.3.1 If a person who has parental responsibility for the child applies to us to act as Registered Contact for the Junior ISA and the existing Registered Contact has consented to the change (in such form as we reasonably

require) except in certain circumstances prescribed by the ISA Regulations e.g. the existing Registered Contact has died or cannot be contacted; or

6.3.2 If the child reaches age 16 and asks to become the Registered Contact. We will not normally need the existing Registered Contact's consent for this, except in exceptional circumstances set out in the ISA Regulations.

## **7 HOW WE WILL MANAGE THE JUNIOR ISA**

7.1 We may delegate any of our functions or responsibilities as Junior ISA manager to any other person provided that we are satisfied that person is competent to carry out those functions or responsibilities.

7.2 You authorise us to make disclosures to HMRC as reasonably required for us to comply with the ISA Regulations.

7.3 If we have reason to believe that the Junior ISA is invalid, we will notify you and we may take any reasonable steps which are required or permitted by the ISA Regulations in respect of that invalidity. If the Junior ISA becomes invalid, it may no longer (or may not have been) exempt from UK income and capital gains tax.

7.4 In some circumstances an invalid ISA will be eligible for repair under the ISA Regulations. If this is the case, then you and we must take reasonable steps to repair the ISA.

7.5 We do not accept additional permitted subscriptions on the death of the child.

## **8 TRANSFERS TO ANOTHER ISA MANAGER**

8.1 Where by the ISA Regulations, you can ask us to transfer all of the value in the Junior ISA to another ISA manager. We will usually only make such a transfer in cash, by selling any investments and then making the transfer.

8.2 You can make either a partial or full transfer to another provider.

8.3 We will process any transfer from the Junior ISA within 30 days of receiving your request (which will be given to us by the new ISA manager). After we have completed the transfer we will close the Junior ISA.

## **9 WITHDRAWALS FROM YOUR JUNIOR ISA**

9.1 In accordance with the ISA Regulations, no withdrawals may be made from the Junior ISA before the child's 18th birthday unless:

9.1.1 the child is terminally ill and a terminal illness claim has been agreed with HMRC in accordance with the ISA Regulations (although we reserve the right to make our own checks); or

9.1.2 the child dies and we have received such evidence of the death as we may reasonably require.

9.2 We will process any withdrawal from your Junior ISA within 30 days of receiving your request and the necessary evidence. You can ask us to make the withdrawal at a particular time in which case we will endeavour to meet this request. After we have completed the withdrawal we will close the Junior ISA.

## **10 WHEN THE CHILD REACHES THE AGE OF 18**

10.1 When the child reaches the age of 18, we will:

10.1.1 stop accepting subscriptions into the Junior ISA;

10.1.2 convert the Junior ISA into an "adult" stocks and shares ISA. The ISA terms will become applicable. We will not accept any subscriptions into that ISA until the child has made such declarations and provided us with such information as we may reasonably request in order to comply with the ISA Regulations; and



- 10.1.3 write to the child explaining that the Junior ISA to be converted into an “adult” stocks and shares ISA and asking for their instructions in respect of that ISA.

# Appendix 4

## ADDITIONAL TERMS FOR CLIENTS WITH A MONEYFARM PENSION

This section contains additional pension terms and conditions (“**the Additional Pension Terms**”) applicable to your membership of the Moneyfarm Pension (your “**Plan**”). These Additional Pension Terms apply to you if you have applied to become a member of a Moneyfarm Pension. All defined terms in these Additional Pension Terms relate to the Additional Pension Terms only and should not be taken as defined terms in the full scope of this Agreement.

### 1 LEGAL AGREEMENT

- 1.1 We have entered into an agreement for Embark Services Limited (“**ESL**”) to provide the Moneyfarm Pension on behalf of our clients. ESL is the provider and operator of the Moneyfarm Pension and is a company registered in England, company number 2089815, authorised and regulated by the Financial Conduct Authority (“**FCA**”).
- 1.2 The agreement for your Plan is between you and ESL and it will commence on the date ESL accepts your application for membership.

### 2 THE SCHEME

- 2.1 The Moneyfarm Pension (“**the Scheme**”) is a registered pension scheme. It is governed by the Trust Deed and Rules, a copy of which is available on our website. ESL is the administrator of the Scheme.
- 2.2 The Trustee of the Scheme is Embark Trustees Limited (“the Trustee”). The Trustee is the owner of the sums and assets held under the Scheme for the benefit of scheme members. The Trustee performs its obligations under the Rules according to the instructions of ESL. However, we will deal with you in accordance with this agreement as ESL's agent.
- 2.3 If ESL accepts your application for membership of the Scheme it will open an individual Plan in your name under the Scheme. In order to join the Scheme you must be a relevant UK individual and resident in the UK, aged 18 years or over and aged under 75 years. You can't apply if you're a US Person.

### 3 INVESTMENT STRATEGY

- 3.1 Your Plan will be invested on a discretionary basis in accordance with your objectives, as advised by You to Us, subject always to the requirements of:
  - 3.1.1 the agreements between Us and ESL for the provision and operation of the Scheme; and
  - 3.1.2 the Trust Deed and Rules.
- 3.2 ESL will direct the Trustee to open an account with Us to manage the investments in your Plan. By agreeing to these Additional Pension Terms, You authorise ESL to give this instruction on your behalf.
- 3.3 The investments and money in your Plan are held on the Trustee's behalf using the custodian arrangements as described in this Agreement.

## 4 CONTRIBUTIONS

- 4.1 Contributions described in this section can be made to your Plan, but not if your Plan has been used to commence drawdown pension. Contributions cannot be paid to a beneficiary's Plan.
- 4.2 Contributions can be made to your Plan by you and your employer.
- 4.3 ESL reserves the right to refuse contributions paid by any other method including, but not restricted to, cheque payments.
- 4.4 Fees and expenses continue to be incurred in respect of your Plan whether or not you are contributing.
- 4.5 All contributions must be paid in cash and in sterling.
- 4.6 Tax relief. ESL claims basic rate tax relief from HMRC on the contributions made by you. ESL will apply basic rate tax relief to eligible contributions at the point the contribution is made unless this service ("Pre-funding") is terminated under section 4.10.
- 4.7 You must tell ESL if you are not entitled to tax relief on all or part of the contributions. In the event that contributions over the tax relief limit are paid into your Plan, no tax relief will be available on the excess. Tax relief isn't available for contributions made for individuals age 75 or over and these are generally not permitted to be made.
- 4.8 In the event you exceed the annual allowance under the Finance Act, there is usually a tax charge on you. The annual allowance is the maximum amount of pension savings under UK tax-approved schemes you can accrue each year without incurring the tax charge. You are responsible for notifying the local Inspector of Taxes if the annual allowance is exceeded. The annual allowance is separate from the limits on tax relief which can be claimed on contributions. You should seek financial advice if you are planning to make contributions over the annual allowance.
- 4.9 Without prejudice to section 18, ESL can terminate or suspend the Pre-funding service at any time. If ESL chooses to terminate or suspend the Pre-funding service basic rate tax relief will be applied to all eligible contributions at the point the tax relief is received from HMRC, which is typically within four to eight weeks of the date a contribution is paid.
- 4.10 Refund of excess contributions. If you have paid pension contributions over the tax relief limit, you can request a refund in respect of the excess on the terms permitted by the Finance Act. ESL can agree to refund the lower of the excess contribution and the value of your Plan. HMRC require ESL to repay to it the full amount of the basic rate tax relief that has been claimed on the excess contribution. Any refund to you will be subject to the value of your Plan being sufficient to make the required payment to HMRC
- 4.11 Any request for a refund you make under section 4.10 must be made to us in writing. The Finance Act may prescribe a time limit for making your request.
- 4.12 Any investment loss or growth in respect of refunded contributions is deemed to have occurred outside the Scheme.
- 4.13 Any contributions are paid which result in the annual allowance being exceeded, you cannot avoid the annual allowance charge simply by obtaining a refund of contributions from ESL.

## 5 TRANSFERS IN

- 5.1 With the agreement of ESL, you can transfer benefits from another registered pension scheme to your Plan. You will not be able to transfer any defined benefits arrangements to your Plan.

- 5.2 Subject to section 8.4, if you became entitled to drawdown pension on the death of a member under another registered pension scheme you can apply to transfer the entitlement into your Plan for the purpose of continuation of drawdown pension. If ESL accepts the application you will be treated as a beneficiary.
- 5.3 You are responsible for ensuring that a transfer of benefits is in your best interests. Neither ESL nor the Trustee provides advice and ESL's acceptance of any transfer is in no way an endorsement of the suitability for you of the transfer.
- 5.4 Transfers-in must be made by cash payment by direct credit and in sterling.

## Transfer Declarations

- 5.5 When making a transfer to the Moneyfarm Pension, you are required to make the following declarations to the provider of the transferring scheme ("the current provider") and, where the context requires, to ESL:
- *I authorise and instruct you to transfer funds from the Plan(s) as listed in my online application directly to ESL. Where you have asked me to give you any original policy document(s) in return for the transfer of funds and I am unable to do so, I promise that I will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the Plan.*
  - *I authorise you to release all necessary information to ESL to enable the transfer of funds to ESL.*
  - *I authorise you to obtain from and release to any financial intermediary named in this application any additional information that may be required to enable the transfer of funds.*
  - *If an employer is paying contributions to any of the Plans as listed in my online application, I authorise you to release to that employer any relevant information in connection with the transfer of funds from the relevant Plan(s).*
  - *Until this application is accepted and complete, ESL's responsibility is limited to the return of the total payment(s) to the current provider(s).*
  - *Where the payment(s) made to ESL represent(s) all of the funds under the Plan(s) listed in my online application, then payment made as requested will mean that I shall no longer be entitled to receive pension or other benefits from the Plan(s) listed.*
  - *Where the payment(s) made to ESL represent(s) part of the funds under the Plan(s) listed in my online application, then payment made as instructed will mean that I shall no longer be entitled to receive pension or other benefits from that part of the Plan(s) represented by the payment(s).*
  - *I promise to accept responsibility in respect of any claims, losses and expenses that ESL and the current provider(s) may incur as a result of any incorrect information provided by me in this application or of any failure on my part to comply with any aspect of this application.*

- *When making a transfer of benefits that have already been designated for the payment of a drawdown pension to the Moneyfarm Pension, you are required to make the following declarations to the provider of the transferring scheme ("the current provider") and, where the context requires, to ESL:*

## 6 TRANSFERS OUT

- 6.1 You can transfer all or part of your Plan to another registered pension scheme or qualifying recognised overseas pension scheme if the transfer is not an unauthorised payment. A partial transfer of a Plan allocated for a drawdown pension is not permitted. The transfer is made as soon as reasonably practicable.
- 6.2 Transfers out are made by cash payment.
- 6.3 If ESL receives any residual payments relating to your assets after the closure of your Accounts, ESL will make reasonable endeavours to pay these to you, less any appropriate administration expenses, via your previously chosen payment method or pass them to your next pension provider in line with your Instructions if possible.
- 6.4 If the cumulative residual payments to your Account over a period of 6 months are less than £25, ESL will donate this cash to a registered charity selected by ESL. ESL will take steps to ensure that any administration fees are minimised, for example, postponing them until ESL are reasonably satisfied that they have received all sums likely to be received, bearing in mind any external factors such as applicable statutory time limits.

## 7 TAKING BENEFITS

- 7.1 You can take benefits from the normal minimum pension age under the Finance Act in either or both of the following ways by instructing us to:
- 7.1.1 buy a lifetime annuity from an annuity provider in your name with the balance of all or part of a pension fund (after any pension commencement lump sum as described in section 7.2 below);
- 7.1.2 take drawdown pension with the balance of all or part of a pension fund (after any pension commencement lump sum as described in section 7.2 below) — see section P8.

Each option can be taken with or without a pension commencement lump sum. Normally, the maximum lump sum will be 25% of the value of the part of your Plan being used to provide these benefits. A higher or lower amount might be available if you had transitional rights in respect of benefits earned before 6 April 2006 under schedule 36 of the Finance Act and you meet the conditions under it. Tax will not normally be payable on the lump sum. The lump sum will be paid once cash is available in your designated account.

- 7.2 When you commence taking benefits from your Plan, the value of the part of your Plan being used for benefits must be tested against the Lump Sum Allowance, as set by the Finance Act. When you take the benefits from your pension, you can normally take a quarter (25%) of the value as a tax-free lump sum. In some circumstances, a higher amount may be available. The total of all tax-free lump sums you can take from your pension plans will normally be capped at the Lump Sum Allowance, currently £268,275. If you have a protected tax-free lump sum or previously applied to HM Revenue & Customs for certain protections, you may be entitled to a higher amount. The total of all tax-free lump sums that can be paid from all of your pension plans, including lump sum death benefits, will normally be capped at the Lump Sum and Death Benefit Allowance, currently £1,073,100. If you've previously applied to HM Revenue & Customs for certain protections, you may be entitled to a higher amount. Any benefits taken in excess of these allowances will be taxable as income. ESL will deduct the tax charge from your Plan. You must provide us with the information necessary for ESL to calculate the tax charge. You are responsible for any further tax charges that may arise as a result of that information being incorrect or failing to be provided.

- 7.3 You may be able to take benefits before the normal minimum pension age:
- 7.3.1 if ESL is satisfied that you are in ill health, as defined in the Finance Act;
  - 7.3.2 if you had transitional rights at 6 April 2006 to a protected pension age under Schedule 36 of the Finance Act and you satisfy the conditions; or
  - 7.3.3 as a serious ill health lump sum, if you satisfy the conditions in the Finance Act for a serious ill health lump sum. The tax treatment of a serious ill health lump sum is set by the Finance Act.

7.4 You are responsible for ensuring that there is enough cleared money in the designated account available in good time to pay any benefits you have chosen to take. If there is not enough cleared money in the designated account to pay the benefits ESL will instruct the sale of assets within your Plan under the procedure described in section 12. Depending on how you have chosen to invest your Plan there may be an unavoidable delay in selling the assets, which could delay the benefit payment.

## **8      DRAWDOWN PENSION**

- 8.1 You can draw income from your Plan by allocating your Plan to provide flexi-access drawdown pension, if you are entitled to take benefits under section 7 and ESL accepts your application for drawdown pension.
- 8.2 With flexi-access drawdown pension, you can take any level of income you choose, and you can choose not to take any income at all after having taken your pension commencement lump sum. You can increase or reduce the amount of income being drawn or ask for an extra one-off flexi-access drawdown pension payment. You can choose for it to be paid on a monthly, quarterly, semi-annual or annual basis.
- 8.3 If you wish to change the amount of flexi-access drawdown pension being drawn from your Plan you should instruct us in writing.
- 8.4 With the agreement of ESL you can transfer in benefits previously allocated to pay a capped drawdown pension under another registered pension scheme, but at the point of the transfer you must agree to convert the capped drawdown pension to a flexi-access drawdown pension. Without your agreement under this section 8.4, ESL will not accept the transfer.

## **9      BENEFITS FOLLOWING MEMBER'S DEATH**

- 9.1 On your death ESL will use your remaining pension fund in either or both of the following ways as ESL in its absolute discretion determines:
- 9.1.1 to provide pension income in accordance with section 9.3 for any one or more beneficiaries and, if more than one, in such proportions as it decides; and
  - 9.1.2 to pay one or more lump sum death benefits in accordance with section 9.4.

ESL will write to your personal representatives or potential beneficiaries (as applicable) with details of the ways in which benefits can be provided.

- 9.2 A beneficiary who becomes entitled to a pension under section 9.1 must:
- 9.2.1 use all or part of the pension fund to buy a lifetime annuity in the beneficiary's name; or

9.2.2 apply to take income as drawdown pension (see section 8) from the pension fund. Any application for drawdown pension must be made using ESL's prescribed application form, which includes the beneficiary's acceptance of these Additional Pension Terms. ESL can decline an application if it would, in its opinion, limit or restrict in any way its ability to administer the Scheme.

9.3 If ESL decides to pay one or more lump sum benefits and ESL is satisfied that at the time of your death your benefits are subject to a valid trust, ESL will apply the pension fund allocated for lump sum benefit(s) to the Trustees of that trust. A "valid trust" is one which is separate from the Scheme and under which no beneficial interest in a benefit can be payable to you, your estate or your legal personal representatives. If there is no such trust, the pension fund ESL has decided to apply as lump sum benefit(s) is paid to one or more recipients as ESL decides (from the range of possible "lump sum beneficiaries", as defined in the Rules) and in such proportions as ESL decides.

9.4 The tax treatment of death benefits is set out in the Finance Act. Benefits paid on the death of a member or beneficiary before the age of 75 are normally tax-free. Where required by the Finance Act ESL will deduct any tax due before the payment of benefits.

9.5 You should complete the "expression of wish" information to inform ESL of your wishes for who should receive death benefits and the form of those benefits (lump sum or pension) for when ESL is exercising its discretion. ESL takes your wishes into account but it is not bound by them.

9.6 You can state or amend your wishes at any time. You can state or amend your wishes by notifying us in writing.

## **10 BENEFITS FOLLOWING BENEFICIARY'S DEATH**

10.1 If a beneficiary dies while taking income through drawdown pension, ESL will use the beneficiary's remaining pension fund in either or both of the following ways as ESL in its absolute discretion determines:

10.1.1 to provide pension income in accordance with section 9.3 for any one or more beneficiaries and, if more than one, in such proportions as it decides; and

10.1.2 to pay one or more lump sum death benefits in accordance with section 9.4 for anyone of more beneficiaries and, if more than one, in such proportions as it decides.

## **11 DESIGNATED ACCOUNT**

11.1 ESL will open a bank account for your Plan ("the designated account"). The bank account selected by ESL is opened as a trust account in the name of the Trustee, and is used to pass monies to and from your Portfolio which is set up in accordance with section 3 of these Additional Pension Terms. Once the monies have been received in the Portfolio, they will be transferred for investment purposes to your account with our custodian or a sub-custodian, as described in section 18 of the Terms and Conditions.

11.2 For audit purposes all contributions, transfers and benefit payments will be recorded in the "general ledger" for ESL's operating system as having been credited to or debited from your designated account.

11.3 ESL gives instructions to the Trustee in relation to the operation of the designated account and the Trustee is the only authorised signatory.

11.4 The designated account earns interest at a tiered rate depending on the balance of the account. Any cash held in the designated account will be automatically transferred to your Portfolio with us and invested in accordance with section 3 or, if intended for the payment of benefits under sections 7, 9 or 10, transferred to the intended recipient no later than

the end of the next business day following the day that the cash becomes held in the designated account. Any interest earned will be paid annually to a registered charity selected by ESL and will not be paid to you. If the interest earned by the designated account is less than the interest paid by the bank to ESL across all the accounts ESL has with them, ESL keeps the difference.

- 11.5 ESL does not hold client money. Money which is held in the designated account falls outside the scope of protection provided by the Client Money Rules as set out in the Financial Conduct Authority's Client Assets Sourcebook.
- 11.6 The designated account must not go overdrawn.
- 11.7 ESL operates central clearing client account(s) through which cash amounts pass before or after being allocated to your designated account, as follows:
  - 11.7.1 any amounts to be invested are transferred from the designated account to the central clearing client account up to 5 business days prior to ESL processing your instruction;
  - 11.7.2 the amount of any expenses and costs being paid from your Plan is transferred from the designated account to the central clearing client account up to 5 business days prior to paying the recipient;
  - 11.7.3 the gross amount of any pension income payments is debited from the designated account up to 5 business days prior to the payment date and transferred to the central clearing client account;
  - 11.7.4 any tax deducted under PAYE from pension income paid to you from the designated account is credited to the central clearing client account pending payment to HMRC.
- 11.8 The central clearing client account(s) are non-interest bearing accounts.

## **12 INSUFFICIENT FUNDS**

- 12.1 If there is not enough cleared money to make any payment due under these Additional Pension Terms ESL instructs us on behalf of the Trustee to make a disinvestment from the Moneyfarm account held within your Plan.
- 12.2 Neither the Trustee nor ESL is responsible for determining which assets should be sold under this section 12 in order to provide sufficient cleared money.
- 12.3 ESL will instruct us to commence the disinvestment process 11 business days before payment is due.
- 12.4 In some circumstances, it is necessary to sell an asset at whatever price is available at the time. This can result in selling assets when the relevant market is depressed. Selling any investment is governed by the terms and conditions of that investment.

## **13 RESPONSIBILITY AND LIABILITY**

- 13.1 ESL and the Trustee are not responsible for selecting or monitoring the performance of investments, or for assessing suitability of investments for you or providing financial or other advice.
- 13.2 You are responsible to us for the fees and charges set out in Fees and Charges Schedule to these Terms and Conditions. Without prejudice to section 13.3, for the duration of the agreement described in section 1.1 (between us and ESL for the operation of the Scheme) neither ESL nor the Trustee will charge you any additional fee for the administration of your Plan.



- 13.3 With the exception of the fees and charges described in section 13.2, you are responsible to ESL and the Trustee for all reasonable fees, costs, claims, expenses, tax charges, levies, liabilities, demands and losses that they suffer or incur in respect of any person who is not part of the Embark group of companies and that is beyond their reasonable control:
- 13.3.1 in performing their duties under your Plan;
  - 13.3.2 in carrying out their lawful duties and responsibilities in relation to you;
  - 13.3.3 in acting on requests or instructions made by you (including in connection with the appointment of any investment firm or service provider) if the requests or instructions are in compliance with law and your Plan; or
  - 13.3.4 if you carry out or arrange an action in respect of your Plan that is unlawful or contrary to the Scheme or that results in a liability or cost to you, your Plan or the Scheme except in all cases as a direct result of ESL's or the Trustee's wilful neglect, wilful default or fraud. This section 13.3 continues in force after your pension fund(s) have been extinguished or the Scheme has been wound up.
- 13.4 Neither ESL nor the Trustee are responsible for any loss (including loss of profit) in relation to, or reduction in value of any investment:
- 13.4.1 acquired at your request unless such loss or reduction results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of ESL or the Trustee, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents;
  - 13.4.2 not acquired or not disposed of in accordance with ESL's or the Trustee's rights under these Additional Pension Terms;
  - 13.4.3 disposed of in accordance with these Additional Pension Terms unless such loss or reduction results from fraud, wilful misconduct, negligence or breach of regulatory duty on the part of ESL or the Trustee, or the fraud, wilful misconduct, negligence or breach of regulatory duty of any of their employees or agents;
  - 13.4.4 which results from any action or omission of any nature whatsoever by any investment firm or by any nominee, banker, custodian or other person providing services to ESL or the Trustee; or
  - 13.4.5 which may arise as a consequence of selling an investment under section 6.
- 13.5 Other than as a direct result of wilful neglect, wilful default or fraud by ESL or the Trustee, neither ESL nor the Trustee accept any liability or obligation for any or all losses, costs, actions, proceedings, claims and demands arising directly or indirectly that are incurred by, or brought or made against ESL or the Trustee:
- 13.5.1 if ESL or the Trustee acted in good faith in accordance with any instruction (relating to benefit options, benefit nominations and investment directions) that reasonably appears to ESL to have been given by you;
  - 13.5.2 as a result of having acted in good faith on the instruction of a legally authorised party acting on your behalf;
  - 13.5.3 as a result of any default or error by you or by your agents or investment firms or your representatives;
  - 13.5.4 as a result of any instruction or investment direction sent by you, or your representatives or agents, or any other third parties who may hold or manage or advise on investments not being received by us;

- 13.5.5 as a result of any investment disposed of or not acquired or not disposed of in accordance with ESL's rights under your Plan;
  - 13.5.6 for the defaults or errors of or any losses whatsoever caused by any third parties, investment firms, providers of execution only dealing facilities, third parties who may manage investments, nominees, custodians, banks or institutions which hold any assets including cash (or are a counterparty to any investment) including, but not limited to, insurance company unit-linked funds, stocks and shares, unit trusts, open-ended investment companies (OEICs) and investment trust companies;
  - 13.5.7 for the default or error of or any losses whatsoever caused by any professional adviser or manager appointed by some or all of you, ESL and the Trustee; and
  - 13.5.8 for any failure or delay in implementing any instruction or investment direction or in performing some or all of ESL's or the Trustee's obligations in respect of the Scheme or your Plan which is caused by circumstances beyond ESL's reasonable control, including but not limited to any one or more of: act of God, earthquake, storm, flood, lightning, fire, explosion or similar natural events; power failure; failure or disruption of a computer system or other equipment, including electronic mail systems and telecommunications;
  - 13.5.9 failure or disruption of any relevant stock exchange, including depositories, settlement systems or markets; strike, lockout, other industrial action or other interference with work;
  - 13.5.10 nationalisation, expropriation, prohibition, intervention, direction or embargo;
  - 13.5.11 imposition by any governmental or quasi- governmental authority of currency restrictions, exchange controls or other charges or restraints affecting your arrangement(s) or the investments and assets allocated to it; inability or delay in obtaining governmental or quasi-governmental approval, consent, permit, licence, authority or allocation;
  - 13.5.12 intervention by an exchange or regulator; act of war (declared or undeclared), terrorism, insurrection, revolution, civil disturbance, riot, blockade or other disturbance. It is expressly agreed by that possible difficulties which may be encountered by ESL or the Trustee with respect to its ability to perform its obligations under this Agreement following the withdrawal of the United Kingdom from the European Union following the initiation of the withdrawal procedure under Article 50 of the Lisbon Treaty, shall not be deemed to be circumstances beyond ESL's reasonable control.
- 13.6 If such an event occurs and the failure or delay by ESL or the Trustee is material, ESL, to the extent reasonably practicable, will give you prompt notice of that event unless you might reasonably be expected to be aware of the circumstances. ESL then also gives you reasonable particulars of it and, insofar as known, the probable extent to which ESL and/or the Trustee are unable to perform, or be delayed in performing, the relevant obligations.
- 13.7 Other than as a direct result of wilful neglect or wilful default or fraud by ESL or the Trustee, neither ESL nor the Trustee accept any liability or obligation for unauthorised payment tax charges, taxable property charges, scheme sanction charges, tax surcharges, income or capital gains tax, or any other tax or levy.

## **14 TAXATION AND LEVIES**

- 14.1 ESL deducts from payments made under your Plan any tax or levy that ESL or the Trustee are required or entitled to deduct in accordance with law or HMRC requirements. Any income payments you receive from your Plan are taxed under the pay as you earn system. ESL and the Trustee are not liable for any loss that you incur as a result of the use of an incorrect tax code. ESL may also deduct any taxation or levy for which ESL or the Trustee might be accountable in

accordance with law or HMRC requirements until ESL's or the Trustee's liability has settled – any remaining amount of the deduction from the proposed payment is made by ESL on settlement of the liability.

- 14.2 ESL deducts from each pension fund any tax (including scheme sanction charge) or levy imposed on ESL or the Trustee that relates to the relevant Plan. If a tax or levy is imposed on ESL or the Trustee in respect of the Scheme as a whole, ESL allocates such proportion of the tax or levy to your Plan as it considers reasonable.

## **15 FINANCIAL SERVICES COMPENSATION SCHEME**

- 15.1 ESL is covered by the Financial Services Compensation Scheme (FSCS). This is a scheme that provides limited compensation for clients who might otherwise lose out if a company regulated in the UK by the Financial Conduct Authority is unable to pay claims against it. If ESL is unable to meet its obligations to you then you may be eligible to make a claim for compensation under the FSCS. If a provider of an underlying investment or bank account is unable to meet its obligations to ESL, then you or ESL on your behalf may be eligible to make a claim for compensation under the FSCS. The maximum amount that can be claimed will depend on the investment type. FSCS contact details are:

10th Floor Beaufort House 15 St. Botolph Street London EC3A 7QU

Tel: 020 7741 4100 [www.fscs.org.uk](http://www.fscs.org.uk)

## **16 COMPLAINTS**

- 16.1 If you have any complaints please follow our complaints procedure as detailed in Condition 39 of our general Terms and Conditions. If your complaint relates to services provided by ESL we will direct your complaint to ESL.
- 16.2 If you are not happy with the response to your complaint, you might have the right to refer it to the Pensions Advisory Service, the Pensions Ombudsman Service or the Financial Ombudsman Service. We tell you about any ombudsman referral rights at the time. Making a complaint, unless made to the Pensions Ombudsman Service, does not hinder your right to take legal proceedings.
- The Pensions Advisory Service 11 Belgrave Road London SW1V 1RB Tel: 0800 011 3797
  - Pensions Ombudsman Service 10 South Colonnade Canary Wharf E14 4PU Tel: 0800 917 4487
  - Financial Ombudsman Service Exchange Tower, Harbour Exchange Square, London, E14 9SR Tel: 0800 023 4 567

## **17 DATA PROTECTION AND CONFIDENTIALITY**

- 17.1 ESL is the data controller of any information it holds about you. ESL complies with all relevant data protection legislation.
- 17.2 Your information includes any details which ESL holds about you and includes information received from third parties. ESL uses your information for the purpose of establishing, processing and administering the Scheme and discloses your information to the Trustee. You accept that even if the application to join the Scheme does not proceed, your information can be stored for regulatory, statutory or audit purposes.
- 17.3 ESL does not disclose your information to anyone other than us and the Trustee unless:

- 17.3.1 it is to other members of the Embark group of companies, any of ESL's agents, delegates and advisers and any person anywhere in the world in the proper performance of ESL's obligations in relation to your Plan or the Scheme including under the Finance Act as it affects the Scheme; or
  - 17.3.2 ESL has your permission; or
  - 17.3.3 it is to any person ESL reasonably believes to have been appointed by you as your investment manager or professional adviser; or
  - 17.3.4 ESL is required or permitted to do so by law or any competent authority; or
  - 17.3.5 ESL is transferring your information to its third party service providers, credit reference agencies and fraud prevention agencies; or
  - 17.3.6 ESL has transferred its rights and obligations in relation to your Plan.
- 17.4 ESL can transfer your information to other countries that provide a different level of data protection from the UK. In such circumstances, ESL will put a contract in place to ensure your information is protected. Your information may be accessed by law enforcement agencies and other authorities in that country to prevent and detect crime.
- 17.5 You can request a copy of the information ESL holds about you by writing to us at: [clientservicing@hornbuckle.co.uk](mailto:clientservicing@hornbuckle.co.uk)

## **18 VARIATION**

- 18.1 ESL can change your Plan (including these Additional Pension Terms) for any of the following reasons:
- 18.1.1 to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service or the Pensions Ombudsman or the Financial Services Compensation Scheme;
  - 18.1.2 to respond proportionately to a court order or decision affecting the Scheme or Plan;
  - 18.1.3 to meet regulatory requirements
  - 18.1.4 to reflect new industry guidance and codes of practice which raise standards of consumer protection;
  - 18.1.5 to reflect a change in ESL's corporate structure that doesn't have an unfavourable impact on you but which does require ESL to make certain changes to the terms of the Scheme or Plan;
  - 18.1.6 to respond proportionately to changes in the Bank of England base rate, other specified market rates or indices or tax rates;
  - 18.1.7 to proportionately reflect other legitimate cost increases or reductions associated with providing the Scheme and Plan;
  - 18.1.8 to provide for the introduction of new or improved systems, methods of operation, services or facilities; or
  - 18.1.9 to correct any mistake in the Additional Pension Terms, provided the correction does not reduce any rights that you have as a result of the mistake.

18.2 ESL gives you notice of any change under section 18.1 in advance where practicable, or at the earliest opportunity after the change where advanced notice is not practicable.

18.3 Further, ESL can change your Plan (including the Additional Pension Terms) if ESL has any other valid reason for doing so.

## **19 TERMINATION**

19.1 Your Plan continues until all your pension fund(s) have been extinguished through the payment of a transfer value to another registered pension scheme or the provision of pension or death benefits outside the Scheme. The provisions of sections 13 and 14 continue in full even though all your pension fund(s) have been extinguished.

19.2 By giving you six months' notice in advance, ESL can transfer-out your Plan for any of the following reasons:

19.2.1 if the Scheme becomes too expensive for ESL to operate;

19.2.2 if ESL makes an alternative scheme available that provides similar benefits;

19.2.3 if the registration of the Scheme is removed by HMRC; or

19.2.4 your behaviour, in ESL's reasonable opinion, is abusive, offensive or threatening (in language or action) or is otherwise inappropriate.

19.3 For transfers under section 19.2, ESL makes the transfer to any registered pension scheme you notify to ESL before the end of the six month notice period or, if you do not notify ESL of your chosen scheme, to a scheme that ESL chooses and you authorise ESL to execute any documentation on your behalf necessary to achieve the transfer. Further, ESL transfers the investments and cash held in respect of your Plan net of any liabilities (less the amount required to satisfy all charges due to us and all costs chargeable to your Plan). Investment transactions already initiated by ESL are completed. The Trustee is authorised to continue to operate the designated account to ESL's order and direction for the purposes of receiving money, paying benefits and paying any expenses or fees due to ESL, the Trustee or other parties.

## **20 CANCELLATION**

20.1 You have the right to cancel your SIPP within 30 days from the date we receive the application and a notice will be sent to you explaining this. If you wish to cancel your SIPP you will need to provide the administrators with written confirmation and send this to them before the 30 days have expired.

20.2 If you cancel your SIPP any contributions made will be returned and if there are any funds that have been transferred into your SIPP during this period we will attempt to return these to the provider you have transferred from. We cannot guarantee this will be possible, as not all providers will allow funds to be returned. If the original provider will not accept the funds back we will allow you to transfer out of your SIPP free of our charges if you have cancelled your Membership within 30 days.

20.3 If you have invested any funds within the 30-day cancellation period you may get back less than you originally invested. We cannot be held responsible for any loss.

# Appendix 5

## ADDITIONAL TERMS FOR FIND, CHECK & TRANSFER SERVICE

### 1 WHAT IS THE FIND, CHECK & TRANSFER SERVICE

1.1 Moneyfarm's service will attempt to:

1.1.1 find pensions and detailed policy information;

1.1.2 check for guarantees and exit penalties; and

1.1.3 arrange the transfer of the pensions.

1.2 For the above additional services, we will charge a one-off arrangement fee equal to 1% of the value of any pension you choose to transfer and that the Moneyfarm team will be able to find.

1.3 Such an arrangement fee will be deducted directly from your pension.

1.4 No arrangement fees will be charged for any additional lump sums and/or regular contributions and there is also no arrangement fee payable when you transfer a pension under our standard Transfer Only route.

1.5 Before we submit the instruction to transfer your pension we will check if your old pension(s) have any exit fees or guarantees exceeding £50. If they do, we will contact you to explain them. If not we will proceed with the transfer.

1.6 Although we will endeavour to identify any exit fees or guarantees worth more than £50 with our Find, Check & Transfer service, we cannot guarantee to find all exit fees and guarantees, and we do not check certain pensions we consider unlikely or low risk to carry such features.

1.7 Please see the 'Summary of our services and what we check for' table in the ["Things to consider when transferring and consolidating your existing pensions"](#) to see what's included in the checks.

1.8 In the event that you do not instruct us to transfer your pension and do not accept our investment recommendation, you won't be charged.

### 2 EXAMPLE

<b><u>Pension Transfer Value</u></b>	<b><u>Arrangement Fee (%)</u></b>	<b><u>Arrangement Fee (GBP)</u></b>
£5,000	1%	£50.00
£10,000	1%	£100.00
£25,000	1%	£250.00
£50,000	1%	£500.00

2.1 To help you understand the total charges that could be applied, the following tables set out an illustrative example of the charges for a client investing into Fixed Allocation, transferring via Find, Check & Transfer and continuing to hold a pension with a value of £10,000.

*Year 1 - Annual*

<b><u>Charge</u></b>	<b><u>Fee payable (%)</u></b>	<b><u>Fee payable (GBP)</u></b>
<b>Arrangement fee</b>	1.00%	£100.00
<b>Moneyfarm fee</b>	0.45%	£45.00
<b>Underlying fund fee</b>	0.15%	£15.00
<b>Market spread</b>	0.02%	£2.00
<b>Total</b>	1.62%	£162.00

*Year 2 - Annual onwards*

<b><u>Charge</u></b>	<b><u>Fee payable (%)</u></b>	<b><u>Fee payable (GBP)</u></b>
<b>Arrangement fee</b>	n/a	n/a
<b>Moneyfarm fee</b>	0.45%	£45.00
<b>Underlying fund fee</b>	0.15%	£15.00
<b>Market spread</b>	0.02%	£2.00
<b>Total</b>	0.62%	£62.00

### 3 THINGS TO CONSIDER WHEN TRANSFERRING AND CONSOLIDATING YOUR EXISTING PENSIONS

<u>What is the service and what do we check for?</u>	<u>Transfer Only</u>	<u>Find, Check &amp; Transfer</u>
One-off initial fee	None	1%
Find pension and detailed policy information	No	Yes
Arrange the transfer of your pension	Yes	Yes

<u>Checks carried out</u>	<u>Transfer Only</u>	<u>Find, Check &amp; Transfer</u>
Guaranteed annuity or guaranteed minimum income (e.g. GMP)	Yes*	Yes
Guaranteed annuity rate	No	Yes
Guaranteed minimum future value	No	Yes
Guaranteed growth rate	No	Yes
Enhanced or protected tax-free cash entitlement	No	Yes
Exit penalties on transfer	No	Yes (if >£50)
Life insurance	No	No
Existing plan fees and charges	No	No
Existing plan loyalty bonuses	No	No
Existing plan performance and/or bonus history	No	No
Existing plan risk profile and equity exposure	No	No
Existing plan projected future value	No	No
Existing plan access to FAD	No	No
Advised recommendation whether to transfer	No	No

\* The ceding provider would flag this to us when the transfer request is received



# Appendix 6

## DEFINITIONS

<b>Account</b>	means the account You open with us in connection with the provision of the Services, and which is accessible via the Website. Your Account may contain a number of Portfolios, within which contain various investment Products.
<b>Advisory Service</b>	has the meaning given to it in Condition 17.
<b>Agreement</b>	means the agreement between You and us for the provision of Services, which consists of: <ul style="list-style-type: none"><li>• these Terms and Conditions;</li><li>• the Risk Disclosure Document, Conflicts of Interest Policy and Order Handling and Best Execution Policy, Fees Schedule, Privacy Policy [and Website Terms and Conditions] ;</li><li>• the information You have provided in the section headed Your Account on the Website;</li><li>• any other documents , information or instrument that we agree between us will form part of the Agreement</li></ul>
<b>Associate</b>	means any individual, company or entity that has a business relationship with MoneyFarm.
<b>CASS</b>	means the FCA's Client Assets Sourcebook.
<b>COBS</b>	means the FCA's Conduct of Business Sourcebook.
<b>Classic Portfolio</b>	is a portfolio that does not contain assets screened against ESG criteria as set out in Condition 16.3.
<b>Base-Satellite</b>	The concept of Base means your chosen portfolio ISA or GIA with either an ESG or classical selection of underlying investments. The concept of Satellite means the additional investment selection you can add to your existing ISA or GIA portfolio by choosing specific investment themes such as technology and innovation or sustainability. The themes can change and evolve over time. Refer to Thematic Investments definition below.
<b>Custody Assets</b>	means non cash investments.
<b>Discretionary Management Service</b>	has the meaning given to it in Condition 15.2.

<b>ESG</b>	means Environmental, Social and Governance as defined in Laws and Regulations.
<b>ESG Portfolio</b>	is a portfolio containing assets screened against ESG criteria as set out in Condition 16.3.
<b>ETF</b>	means an exchange traded fund or exchange traded certificate which is recognised on a stock exchange.
<b>FCA</b>	means the Financial Conduct Authority
<b>FCA Rules</b>	means the Financial Conduct Authority's Handbook of Rules and Guidance
<b>Financial Instrument</b>	has the same meaning as in the FCA Handbook.
<b>FSCS</b>	means the Financial Services Compensation Scheme.
<b>FSMA</b>	means the Financial Services and Markets Act 2000 (as amended).
<b>ISA Agreement</b>	means an Agreement, plus the Moneyfarm Stocks and Shares ISA Application Form and the Moneyfarm ISA Transfer Form, which are available on the Website.
<b>Junior ISA (JISA) Agreement</b>	means an Agreement, plus the Moneyfarm Stocks and Shares JISA Application Form and the Moneyfarm JISA Transfer Form, which are available on the Website.
<b>MiFID</b>	means the European Parliament and Council Directive on markets in financial instruments (as amended).
<b>Moneyfarm, we, us, our</b>	means MFM Investments Limited (trading as Moneyfarm), a company registered in England and Wales with company registration number 09088155 and registered office at 90-92 Pentonville Road, London N1 9HS.
<b>Non-Complex Financial Instruments</b>	means any Financial Instrument which satisfies the test set out in rule 10.4.1R of the Conduct of Business Chapter of the FCA Handbook. The ETFs that Moneyfarm invests into are non-complex financial instruments.
<b>Portfolio/s</b>	means any and each Product that we provide to you.
<b>Product</b>	means any and each General Investment Account, ISA, JISA, LISA or Personal Pension Account.
<b>Professional Client</b>	means a private individual who has a greater knowledge and experience of investing in financial markets and a higher appetite for risk, who are given a lesser degree of consumer protection under Regulatory Requirements.

<b>Retail Client</b>	<b>means an individual who for purposes which is outside their trade, business or profession.</b>
<b>Regulatory Requirements</b>	<p><b>means all or any of:</b></p> <ul style="list-style-type: none"> <li>• FSMA and all regulations made pursuant to it</li> <li>• FCA Handbook and all rules and guidance promulgated by the FCA</li> <li>• any obligation that applies under any law or regulation (including tax legislation or rules made by an applicable regulatory body), or as a result of a decision by a court, ombudsman or similar body; or</li> <li>• any obligation under any industry guidance or codes of practice which We, or where relevant another person, are required or accustomed to follow; or</li> <li>• any other legal or regulatory requirement which is applicable to this Agreement and/or the provision of financial services to you.</li> </ul>
<b>Risk Disclosure Document</b>	<b>means the risk disclosures set out in our website, under the Risk Warning Section.</b>
<b>Schedule of Charges</b>	<b>means the schedule of charges supplied to You at Appendix 1 to these Terms and Conditions which may be subject to change in the future.</b>
<b>Services</b>	<b>has the meaning given in Condition 15.</b>
<b>SIPP Agreement</b>	<b>means this Agreement plus the Moneyfarm Application Form and the Moneyfarm Pension Transfer Form, which are available on our website</b>
<b>SIPP Management Service</b>	<b>has the meaning given in Condition 15.2.</b>
<b>Stocks and Shares ISA Management Service</b>	<b>has the meaning given in Condition 15.2.</b>
<b>Stocks and Share Junior ISA Service</b>	<b>has the meaning given in Condition 15.2.</b>
<b>Terms and Conditions</b>	<b>means these terms and conditions (as they may be amended from time to time in accordance with Condition 38).</b>

<b>Thematic Investments</b>	It allows you to select one or more groups of investment themes such as technology and innovation or sustainability. The themes can change and evolve over time. Thematic investment is designed to help you invest in line with your values and/or specific areas of interest. It is available for ISA and GIA. Your risk is fully managed, keeping you true to your investment style
<b>Third Party</b>	means, in the context of our products and services, any person, company or other entity that is not part of , or employed or controlled by Moneyfarm and/or any Associate.
<b>Website</b>	means our website ( <a href="https://www.moneyfarm.com">https://www.moneyfarm.com</a> ) or our app(s) and each of their functionalities
<b>You</b>	means the person who opened an Account with Us.

**Last updated - 28/06/2024**