



# Stocks & Shares Individual Savings Accounts

*Terms and Conditions*



## Important Information

These are the Terms for your Balkerne Asset Management Stocks & Shares Individual Savings Account (ISA). You are advised to read them carefully. The terms of the Application Form and Key Features Document also form part of these Terms.

These Terms amend the terms of any agreement which we previously entered into with you in respect of the Account.

### 1 Definitions

In these terms:

**“Account”** means the Stocks & Shares Individual Savings Account (ISA) opened in accordance with these Terms, your Application Form and the Regulations.

**“Account Investments”** means the shares and cash held within the Account.

**“Account Manager”**, **“we”**, **“us”** or **“our”** means Balkerne Asset Management (regulated and authorised by the Financial Conduct Authority as a trading style of Capel Court Plc).

**“Administrative Office”** means 1 Balkerne Hill, Colchester, Essex CO3 3FG.

**“Application Form”** means the duly completed application form with which the Account was opened or such other document or method of application as is acceptable to us.

**“Bank Account”** means an account held with NatWest Bank Plc, administered by the Account Manager, into which subscribed cash will be deposited.

**“Business Day”** means any day on which we are open for business.

**“Cash Account”** means the component of the Stocks & Shares ISA, which comprises cash deposits in a Bank Account.

**“Client Money Regulations”** means the Financial Services (Client Money) Regulations 1991 as amended or replaced from time to time.

**“Effective Date”** means the date upon which we receive and accept both your Application Form and initial Subscription or, in respect of an application other than in writing, the date on which we receive and accept your initial Subscription.

**“FCA”** means the Financial Conduct Authority or its successor organisation.

**“HM Revenue & Customs”** means Her Majesty’s Revenue & Customs.

**“Portfolio”** has the same meaning as **“Account”** i.e. the Stocks & Shares Individual Savings Account (ISA) opened in accordance with these Terms, your Application Form and the Regulations.

**“Receipts”** means any cash balance, income payments, interest and tax reclaims held on your behalf in your Account.

**“Regulations”** means the Individual Savings Account Regulations 2008 as amended or replaced from time to time and any other applicable statutes and regulations.

**“Rules”** means the rules of the Financial Conduct Authority or any self-regulating organisation acting within the scope of the Financial Services Act 1986 as amended or replaced from time to time.

**“Subscription”** means any amount received from you (or from another account manager on your behalf) in connection with your investment in the Account.

**“Tax Year”** means a year beginning on 6 April and ending on the following 5 April.

**“Terms”** means these Terms and Conditions.

**“You”** or **“Your”** means the person whose name, address and other particulars appear in the relevant Application Form.

## **2 Commencement**

These Terms set out the detail of an agreement between you and us, or in relation to the Cash Account (if any), between you and us and the Bank, in respect of your Account. Such agreement will come into force on the Effective Date. We reserve the right to reject an application.

## **3 Appointment**

- 3.1 You appoint Balkerne Asset Management as the Discretionary Account Manager for your Account with authority to manage it in accordance with these Terms, your Application Form and the Regulations.
- 3.2 You authorise Balkerne Asset Management to undertake any functions required of an Account Manager under the Regulations on your behalf and to comply with any other legislation or regulation or Government publication which may affect, or be in any way connected with, the Account now or in the future.
- 3.3 You authorise Balkerne Asset Management to apply on your behalf to HM Revenue & Customs to claim tax credits on dividends or other income of the Account and to make any other claims for the repayment of, or credit against, tax in respect of the Account and we will credit such amounts received to your Account. Such claims for payment of tax credits on your behalf will be made by us in accordance with the Regulations and, on receipt, will either be reinvested into your Account, paid to you, or, if the income withdrawal facility has been selected, held on deposit until paid to you.

## **4 Delegation**

- 4.1 Subject to the Rules and Regulations, we may delegate any of our functions or responsibilities under these Terms to any person provided that before doing so we satisfy ourselves that such person is competent to carry out those functions or responsibilities.
- 4.2 We may appoint an Associated Company duly authorised to act as such to be manager of your Account in our place. In such circumstances, that Associate Company will manage the Account in accordance with these terms.

## **5 Cancellation**

Cancellation rights do not apply.

## **6 Material Interests**

You agree that your investments will be registered in the same name as those of other clients and that, in consequence, from time to time as part of normal settlement procedures where investments are pooled, your investments may be used with those of other clients to settle various transactions. You should be aware that your investments will not necessarily be immediately identifiable, and that, if we were to become insolvent, you might encounter delays in recovering your assets and possibly an increased risk of loss.

## **7 Notices**

- 7.1 All notices and instructions and any other documents relating to these Terms must be sent to us at our Administrative Office.
- 7.2 We will send you all statements, notices and other documents relating to these Terms to your most recent address notified to us. They will be deemed to be received by you on the fifth Business Day after posting.
- 7.3 All cheques, documents of title, etc., may be sent by post to your last known address and at your own risk. The Recorded Delivery service will not normally be used
- 7.4 You will promptly advise us of any change in any of the information we hold in respect of your Account. You must immediately inform us in the event of your ceasing to be eligible under the Regulations to subscribe to or hold your Account. No further contributions will be accepted to your Account if you cease to be eligible in this way.

## 8 Management

- 8.1 The Account is subject to our minimum subscription limit and the maximum subscription limit applicable from time to time under the Regulations. The minimum subscription limit is indicated on the Application Form and in the current Key Features Document. We will apply your Subscriptions in acquiring Account Investments in accordance with the instructions contained in your Application Form.
- 8.2 We will review and manage your Account on a discretionary basis, according to your chosen investment strategy. We may take such action as we in our absolute discretion determine regarding all voting and other rights and powers and shall not be under any obligation to inform you of each occasion of the opportunity to vote.
- 8.3 The investments in your Stocks and Shares ISA will be restricted to permitted equities, gilts and other fixed-interest/bond investments, unit trusts, investment trusts, open-ended investment companies, other collective investments, alternative investments (such as absolute return funds or multi-asset strategy funds) and cash. We will assume that there are to be no restrictions, subject to at all times complying with HM Revenue and Customs permitted list of investments within a Stocks and Shares ISA, regarding the type of investment or markets in which funds can be invested, unless agreed in writing to the contrary, e.g. for ethical reasons.
- 8.4 We or any Associated Company may aggregate any transaction for you with those of other investors although this may result in a less favourable transaction price than might have been achieved had the transaction been effected separately.
- 8.5 You may not create any security over, or transfer your rights in, the Account Investments.

## 9 Custody

- 9.1 You have agreed for your investments to be registered in the name of Balkerne Nominees Ltd, 1 Balkerne Hill, Colchester, Essex CO3 3FG. Balkerne Nominees Ltd is not itself authorised under the Financial Services Act 1986 but we accept responsibility for its acts and omissions.
- 9.2 Eligible securities will be held in the CREST system where appropriate. Other, non-CREST eligible securities will be held in certificated form by Balkerne Asset Management, 1 Balkerne Hill, Colchester, Essex, CO3 3FG. We may also arrange for your investments to be held with another custodian where our own nominee company cannot be used. We will use due skill, care and diligence in selecting and appointing custodians and accept responsibility for any loss caused by the acts or omissions of the appointed custodian.
- 9.3 Our appointed CREST custodian is A J Bell Securities Ltd, Calverley House, 55 Calverley Road, Tunbridge Wells, Kent, TN1 2TU. **You retain beneficial ownership of the securities held in your Account at all times.**
- 9.4 Balkerne Asset Management and A J Bell Securities Ltd are entitled to retain your assets until any charges due to us in relation to the administration or custody of your assets have been paid in full, but will not exercise any such right for any other purpose.
- 9.5 If you advise that such documents are to be held by yourself or by your nominated custodian without our recommendation, then we accept no responsibility for loss caused by the acts or omissions of your custodian. If we need to obtain the documents for any business which we are arranging for you, you agree to instruct your nominated custodian to make documents available to us or to give us a general authority to give such instructions on your behalf.

## 10 Client Money, Dividends, Interest and Corporate Actions

- 10.1 Subject to compliance with the Rules and the Client Money Regulations, receipts and other monies pending investment will be deposited with the bank as client money in a client account which has statutory trust status. We will not be liable for any default of the Bank. Except as stated in Clauses 3.3 and 14, interest derived from monies deposited in such account for you will be credited to your Stocks & Shares Account and will be added to the monies to be invested.
- 10.2 If due and applicable, we will pay you interest at the Bank of England Base rate less 2% subject to a minimum rate of 0.01% pa. We will credit your Stocks and Shares Cash Account quarterly in March, June, September and December with gross interest on the balance standing in your account in accordance with the Financial Services (Client Money) Regulations; however, interest amounting to £2 or less per quarter will not be paid to you and may be retained by the firm.
- 10.3 We will do all that we reasonably can to collect any dividends, interest or any other entitlements to which you may be entitled and will credit these to your account at the earliest opportunity, subject to the deduction of any taxes which may be levied against such receipts. We cannot be held legally liable if a company fails to inform us about a corporate action and/or a subsequent non-payment of monies to which you may have been entitled.

- 10.4 Where applicable, it is the firm's policy to accept a 'cash' offer as the default option instead of an additional stock dividend.
- 10.5 We will sell any non-attributable fractional entitlements and will keep the cash for our benefit. This will arise where an entitlement cannot be exactly allocated between accounts within a nominee because the amounts cannot be divided exactly between each holder.

## **11 Investment Objectives and Restrictions**

- 11.1 Our policy is to invest in Stocks and Shares, UK blue-chip equities, fixed-interest/bond investments, collective investments and other securities.
- 11.2 Subject to any restrictions in the Regulations we will have absolute discretion to use the receipts in your Account to acquire Shares which will then be added to your Account.
- 11.3 We will act as an intermediary in making arrangements for the purchase and sale of Shares within your Account.
- 11.4 Investments held within the Account are restricted to Account Investments.
- 11.5 Neither A J Bell Securities Ltd nor Balkerne Asset Management will deposit for the purpose of providing collateral for a loan, or use as security to borrow money on your behalf, the documents showing your ownership of your investments, unless you have first given your consent to us in writing.
- 11.6 We are not authorised to act on your behalf in the underwriting of any new issue or offer for sale of securities. We will not advise you on options, warrants or margined transactions. We are not permitted to purchase investments that are not readily realisable. We are not permitted to purchase 'penny' shares.

## **12 Charges**

- 12.1 Fees will be charged for the Account services in accordance with the Schedule of Charges and Costs of our Services in force at the time. The Schedule of Charges and Costs of our Services form part of these Terms and Conditions which may be amended or changed by giving you 1 months' notice in writing. Your attention is particularly directed towards:

The annual management charge (AMC), which is charged quarterly in arrears, and is based on the value of an individual portfolio as at 31 March, 30 June, 30 September and 31 December.

The annual compliance charge (ACC) which is based on the value of an individual Account as at 31 December.

Dealing and transactional charges which are levied throughout the year as trades are undertaken on your behalf and in the best interest of Account management.

Any other reasonable out-of-pocket expenditure and charges incurred during the routine administration and management of your Account subject to prior notice by us in writing.

- 12.2 Upon the death of an investor and where we are requested by the executors or the estate's representatives to issue a valuation of the Stocks and Shares ISA for probate purposes, a probate valuation fee will be charged to and deducted from the Account. The subsequent sale or transfer of assets will be subject to our normal dealing and transaction charges.

## **13 Statements**

- 13.1 Within 21 days of 31 March, 30 June, 30 September and 31 December each year, statements and valuations relating to this agreement will be sent to you at your last known address.
- 13.2 We maintain a record of your holding of investments and other assets indicating whether they are subject to any charge. We will send you, or any person nominated by you in writing, annually a statement of the documents held by us or to our order.

## **14 Income Withdrawal Facility**

Where available, you may elect (either on the Application Form or by notifying us in writing) to receive any income received in respect of the Account Investments, whether by way of dividend distribution, tax reclaims thereon or otherwise, or as a fixed amount determined by you. Where you have made such an election, unless otherwise stated in the Key Features Document, all such income will be paid out on 18 of each month or, for quarterly income, 18 January, 18 April, 18 July and 18 October each year. It will be credited direct to your bank or building society account, details of which you will need to have completed on the Application Form or to have notified us for this purpose. Pending its distribution, any income credited will be held for your benefit in the client account referred to in Clause 10.1.

## 15 Termination, Transfer and Withdrawal

- 15.1 You may transfer ISAs held with other ISA Managers to your Account. We will contact the manager(s) concerned on your behalf and effect the necessary transfers. All transfers to the Account must be made in cash or stock transfer.
- 15.2 Subject to any other provisions of this Clause and in accordance with the Regulations, at your written request and within the time stipulated by you, we will transfer all or part of your Account to another ISA manager at any time provided they agree to such a transfer. Following receipt of your written request, in the case of a Cash Account we will transfer the cash balance of your account to the ISA manager of your choice and, in the case of a Stocks and Shares Account, we will encash any Shares in your Account and transfer the cash value of your Account or if requested by you to transfer the Account Investments (without first realising the Shares i.e. in specie) to the ISA manager of your choice. Transferring the account investments in specie are subject to a charge of £25 plus VAT per holding. Any outstanding management fees will be debited to all ISAs transferred to another provider up to and inclusive of the date of transfer.
- 15.3 Subject to any other provisions of this Clause, you may withdraw all or part of your Account. At your written request and normally within 10 working days of receipt by our Administrative Office of your request, we will:
- i) pay you the amount of the withdrawal; or
  - ii) transfer to you, Account Investments to the value of the amount requested for withdrawal.
- 15.4 Interest will cease to be payable in respect of the cash within your Account on the day that the principal settlement is made in response to your request under Clauses 15.2, 15.3 and 15.7.
- 15.5 Before we make a payment to you or transfer all or any Account Investments pursuant to these Terms, we shall be entitled to deduct from the Account an amount necessary to discharge any obligations or liabilities (including tax liabilities or amounts representing tax as estimated where necessary by us) which may be due from you.
- 15.6 No withdrawal may be made for an amount of less than our minimum withdrawal limit or which would, if effected, reduce the value remaining in your Account to less than our minimum subscription limit. If the balance of an Account falls below **£20,000** after any such withdrawal, Balkerne Asset Management reserves the right, and at its sole discretion, to close your Account by liquidating the remaining stock and on completion of all sales forward you the proceeds within 10 working days, subject to giving you at least 1 months' notice in writing. We reserve the right to amend these limits at any time without giving you prior notice.
- 15.7 You may terminate your Account at any time by giving us written instructions and normally within 10 working days from receipt of your instructions we will pay to you the value of your Account. However if you so request in writing we will instead transfer the Account Investments to you without first realising the Shares.
- 15.8 We may terminate the Account after giving you 1 calendar month's written notice if we reasonably believe you have not complied with the Regulations (or if you notify us that you are no longer eligible under the Regulations to keep the Account), or if we are of the opinion that it is impracticable to administer the Account in accordance with the Regulations.
- 15.9 On termination or transfer of the Account any fees due to the date of termination or transfer including a pro rata proportion of any periodic fees will be payable by you and deducted by us from your Account.
- 15.10 On termination, we will continue to operate your Account to facilitate the settlement of all outstanding transactions, for example receipt of income and tax reclaims which may be due. After such transactions have been settled and their value has been paid to you, these Terms will terminate. We shall not be responsible for reclaiming on your behalf any tax which is refundable to you in respect of:
- i) income arising from the Account Investments, the payment date for which occurs after the Account is closed; or
  - ii) Interest credited to the Account after the Account is closed.
- 15.11 Subject to the Regulations, we may at our absolute discretion terminate your Account at any time by giving written notice to you. Such notice will take effect 30 days after posting and as soon as reasonably practicable thereafter we will (subject to Clauses 15.5 and 15.9) transfer the value of your Account to you (or as you otherwise direct).

- 15.12 The Account will terminate on your death, although transactions in respect of Account Investments which have been commenced at the time of your death will be completed. Your personal representatives should provide proof of the date of death and of their appointment. Following receipt of such proof as is acceptable to us, we will deal with the Account Investments in accordance with the instructions of your personal representatives. Any tax refunds claimed on your behalf after your death will be repaid to HM Revenue & Customs.

## **16 Complaints and Compensation Rights**

- 16.1 You should address any complaints in connection with the Account to:

***The Compliance Officer  
Capel Court Plc  
1 Balkerne Hill, Colchester, CO3 3FG***

If you cannot settle your complaint with us, you may be entitled to refer it on to the Financial Ombudsman Service, details of which are:

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

You may also contact the Ombudsman via phone: 020 7964 1000 (Switchboard), email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or visit their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service is free to use and offers an impartial and mediatory approach to resolving disputes involving financial services and products.

- 16.2 Balkerne Asset Management as a trading style of Capel Court Plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. The limits for compensation are set out by the FSCS as follows:

*Investments: 100% of the first £50,000*

- 16.3 Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, details of which may be provided to you on request from our Administrative Office.

## **17 General**

- 17.1 You or your appointed agent may inspect contract notes, vouchers and entries in our books (manual and electronic) which relate solely to your account. We reserve the right to provide copies only if to do otherwise would allow access to information relating to other clients. All our transaction records are retained for at least six years.
- 17.2 Information about you and the conduct of your Account may be put onto our database and used by us. This information may also be disclosed to others to provide you with the service applied for, for the purposes of fraud prevention, audit and debt collection, and so that services may be processed for us (in the UK and abroad).
- 17.3 To help improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Our recordings are and shall remain our sole property.
- 17.4 We will provide HM Revenue & Customs with all the relevant particulars of the Account and its investments and any other information pertaining to the Account that they may reasonably request.
- 17.5 We will notify you in writing if by reason of any failure to satisfy any provision of the Regulations the Account is no longer exempt from tax by virtue of the Regulations.
- 17.6 You will be liable to pay any applicable Value Added Tax chargeable in respect of any charges or fees payable by you. If there are insufficient uninvested monies in your Account to pay any charges or fees which become due to us, we shall be entitled to deduct from any future Receipts, or dispose of Account Investments, for the purpose of realising an amount necessary to pay such fees.
- 17.7 Subject to Clause 17.10 we may amend these Terms by giving written notice to you. Any such amendment will come into force 1 month after notice of it is given to you. We may amend these Terms at any time without notice if we are required to do so by the Board of HM Revenue & Customs or by reason of any amendment to the Regulations or the Rules. In such an event we shall inform you as soon as practicably possible.
- 17.8 **The value of the shares and the income from them can go down as well as up.**

- 17.9 We will not be liable for any loss arising from strikes, interruption of power supplies, machinery or computer (hardware or software) failures or causes beyond our control. We will also not be liable for loss arising from your investment in the Account unless caused by our negligence, fraud or wilful default or that of our nominees.
- 17.10 In relation to a Cash Account, we may amend the Terms which apply to such Account by giving you at least 1 months' written notice before any change takes effect.

## **18 Governing Law**

These Terms and Conditions and this investment is governed by the Law of England and Wales.

## **19 Voting and Annual Report & Accounts**

- 19.1 If you so request in writing, we will arrange for you to receive a copy of the annual report and accounts issued by every Company or other concern in respect of shares, securities or units which are held directly in the Account. A charge will be made for this service.
- 19.2 If you so request in writing, we will arrange for you to attend and vote at Shareholders, Security holders or Unit holders Annual General Meetings (AGMs). A charge will be made for this service.
- 19.3 In the absence of any specific instruction we may, subject to the Rules, make arrangements when appropriate to exercise the voting rights of your Account Investments at our discretion.

## **20 Additional Terms**

- 20.1 If our adherence to these Terms and Conditions is prevented or hindered in whole or in part by reason of any event, omission, accident or other matter beyond our reasonable control, we will be under no liability for any loss, damages or expense (whether special, direct, indirect or consequential) suffered by you as a result. We will use all reasonable endeavours to avoid or overcome the causes affecting performance and shall fulfil all outstanding responsibilities as soon as it becomes practicable to do so.
- 20.2 Any additional terms will be provided separately and, in the event of any inconsistency with these Terms, the additional terms shall take precedence.
- 20.3 These Terms and Conditions will come into force upon receipt by Balkerne Asset Management of a duly completed application form, together with funds for investment. You will undertake to transfer the cash and assets to Balkerne Asset Management.

### **Investment Risk Health Warning**

**The value of investments can go down as well as up and, as a consequence, the value of your portfolio at any given point in time cannot be guaranteed. Upon withdrawal or transfer of your portfolio you may not realise the sum originally invested. Past performance cannot be relied on and is not necessarily a guide to future returns.**

**Balkerne Asset Management**  
1 Balkerne Hill, Colchester, Essex CO3 3FG  
Freephone 0808 200 0808

**[www.balkerneassetmanagement.com](http://www.balkerneassetmanagement.com)**

Balkerne Asset Management is a trading style of Capel Court Plc which is authorised & regulated by the Financial Conduct Authority; FCA Registered Number 154146