

Supplementary Terms and Conditions for JISA

In addition to TSCTRADE's general Terms of Business Agreement, JISAs are governed by these Supplementary Terms and the Treasury Regulations. These terms should also be read in conjunction with the **TSCTRADE Welcome Pack containing general Terms of Business, ISA/JISA Brochure, Dealing and Execution Policy and Conflicts of Interest Policy** which are also available by visiting: www.tsctrade.com/downloads

1. Provision of Services

- 1.1** Please read these Terms and Conditions carefully. They apply to ISA plans only and are supplemental to our general Terms of Business, which are available separately as detailed above. Your completed application and/or subscription form your legally binding agreement with us and gives your authorisation for TSCTRADE to pass instructions to Jarvis Investment Management Ltd "Jarvis" for the purposes of settlement and associated services in the course of carrying out investment business, appointing Jarvis to act as your approved Plan Manager in accordance with HM Revenue & Customs ISA Regulations.
- 1.2** Except where otherwise provided in the supplementary Terms and Conditions, our general Terms of Business apply in relation to dealing investments held in your ISA. Should TSCTRADE's general Terms of Business conflict with these supplemental Terms and Conditions, the latter shall prevail.
- 1.3** If you require any further clarification or have any questions, please call our ISA team on **020 7071 0805**.

2. Your Responsibilities

- 2.1** If over the age of 16, you must be the sole owner of your Junior ISA or have parental responsibility in relation to the child who is the Eligible Child.
- 2.2** You must write to us immediately if the child for whom this account is opened is no longer resident or cease to perform duties as a Crown employee serving overseas, or cease to be married to, or in a civil partnership with such a person. You will be able to keep your Junior ISA but you will only be able to make further subscriptions to the Junior ISA.

3. JISA Account Opening and Cancellation

- 3.1** A JISA Application may be made by a Registered Contact on behalf of an Eligible Child, or by an Eligible Child who has reached the age of 16 age.
- 3.2** A JISA Application may be cancelled by the Registered Contact within 14 days from the date we receive the JISA application, by writing to us at JISA Customer Support, 26 Throgmorton Street, London EC2N 2AN. HMRC will treat positions as if no subscription to a JISA has been made. We will return the subscription to the Registered Contact, after deducting our proportionate charges.
- 3.3** We shall refuse to accept a JISA Application
- 3.3.1** Which is unsigned by the Registered Contact, is undated or is otherwise incomplete;
- 3.3.2** Where, in our reasonable opinion, any part of the JISA Application is untrue, or that any document presented in support if it is incorrect;
- 3.3.3** Which indicates that the eligibility conditions for JISAs or specified subscription limits (as set by the HMRC, the Treasury Regulations or our ISA & JISA Brochure) have not been satisfied.

4. Registered Contact

- 4.1** We shall only accept instructions concerning the management of the JISA from the Registered Contact, unless
- 4.1.1** We have accepted the Eligible Child's application to become the Registered Contact of the JISA in accordance with clause 5.1 below;
- 4.1.2** We have accepted a JISA application made by an Eligible Child who has reached the age of 16 years; or
- 4.1.3** We have become aware that the Registered Contact no longer has parental responsibility in relation to the Eligible Child, whereupon clause 4.4.3 will apply.
- 4.2** In accordance with the Treasury Regulations, we shall consider an application in our standard form for a change of the identity of the Registered Contact, unless;
- 4.2.1** Any of the provisions of clause 3.3 above apply; or

We have reason to believe that the applicant has provided untrue information and in either case, provided that we have received the consent of the existing Registered Contact.

- 4.3** We shall consider an application in our standard form for a change of identity of the Registered

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TSCTrade, 26 Throgmorton Street, London, EC2N 2AN. Tel: +44 (0)207 071 0805 Fax: +44 (0)207 256 9060

Registered Office/Accounts Dept: Suite 27, Essex Technology Centre, The Gables, Fyfield Road, Ongar, Essex, CM5 0GA.

Company registered in England and Wales: Number 3230460 VAT No: GB752320264

Contact without receiving the consent of the existing Registered Contact in circumstances where:

- 4.3.1 The applicant is the Eligible Child making an application to become the Registered Contact as set out under clause 5.1;
 - 4.3.2 We have received evidence of the death or incapacity of the Registered Contact;
 - 4.3.3 Despite reasonable efforts having been made by us to contact the Registered Contact, that person cannot be contacted;
 - 4.3.4 The applicant is the adopter or has been appointed as a guardian or special guardian of the Eligible Child;
 - 4.3.5 We are bound to follow the direction of a Court Order; or
 - 4.3.6 A Court Order, under which the Registered Contact has parental responsibility, is brought to an end.
- 4.4 The authority of the Registered Contact in relation to the JISA shall cease on the earlier of:
- 4.4.1 The Eligible Child's 18th birthday (whereupon the JISA ceases to be a JISA, and we shall hold the JISA Investments in a tax free ISA wrapper pending instructions in accordance with clause 7.3 below);
 - 4.4.2 The Eligible Child becoming the Registered Contact in accordance with clause 5 below; or
 - 4.4.3 We become aware (other than through receipt of a Court Order) that the Registered Contact ceases to have parental responsibility for the Eligible Child. We shall decline further instructions from such Registered Contact until we have accepted an application for a change of Registered Contact in accordance with clause 4.2 above. In the meantime we shall not be liable for any investment or other losses arising as a result.

5. Eligible Child

- 5.1 Except where the Treasury Regulations apply, we may consider an application by the Eligible Child in our standard form to become the Registered Contact at any time once reaching the age of 16 years but before reaching the age of 18. We may contact the Registered Contact and/or the Eligible Child in this respect at or around such time.
- 5.2 We may refuse an application in our standard form from the Eligible Child to become the Registered Contact
 - 5.2.1 Which is unsigned by the Eligible Child, is undated or is otherwise incomplete; or
 - 5.2.2 Where in our reasonable opinion, any part of the information or documentation provided in support of the request is untrue or incorrect; or

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- 5.2.3 Where that Eligible Child is suffering from a mental disorder of the kind as set out in the Treasury Regulations.

6. Administration of the JISA

- 6.1 The JISA will be managed by...
- 6.2 The JISA Investments will be held in the beneficial ownership of the Eligible Child.
- 6.3 Contract Notes, Statements of account and valuations shall be issued to the Registered Contact until such time as the Eligible Child reaches 18 years, unless
 - 6.3.1 We accept the Eligible Child's application to become the Registered Contact pursuant to clause 5.2; or
 - 6.3.2 We have accepted a JISA Application made by an Eligible Child who is at least 16 years of age where upon they will be issued to the Eligible Child.
- 6.4 In the event that any person or organisation other than the Eligible Child or Registered Contact makes a subscription to the JISA:
 - 6.4.1 It is the responsibility of the Registered Contact to advise such donor that its subscription is a gift to the Eligible Child and cannot be recovered;
 - 6.4.2 We will be under no obligation to record the identity of such donor, or to advise the Registered Contact of this fact. However, we may do so if required by the Rules; and
 - 6.4.3 We may refuse to accept any such subscription in circumstances where
 - 6.4.3.1 We reasonably believe that acceptance may result in the JISA (or any part of it) becoming void under the Treasury Regulations; or
 - 6.4.3.2 We are prevented from doing so by the Rules (for example, in relation to anti-money laundering requirements)

7. JISA Transfers and Withdrawals

- 7.1 We will notify the Registered Contact if, by reason of any failure to satisfy the Treasury Regulations, the JISA (or any part of it) has or will become void for tax purposes (for example, as a result of an invalid subscription having been made). The JISA will be closed and as soon as practicable we shall transfer the value of the JISA (for the affected part) to the Eligible Child, after deducting our proportionate charges.

- 7.2** No withdrawals from the JISA shall be permitted until the Eligible Child reaches the age of 18 years and instructs us in accordance with clause 7.3, unless
- 7.2.1** Such a withdrawal is for the purpose of settling our charges and other incidental expenses pursuant to these Supplementary Terms as set out in our Charge Guide;
- 7.2.2** We have received such evidence of the death of the Eligible Child as we require; or
- 7.2.3** Where the Eligible Child is terminally ill. Subject to the definitions and conditions of the Treasury Regulations in this regard, the JISA will be closed upon receipt of the documentation prescribed under the Treasury Regulations and the proceeds paid to the Registered Contract.
- 7.3** On the Eligible Child reaching the age of 18, the JISA will automatically cease to be a JISA. We shall hold the JISA Investments in a tax free wrapper in nominee. We shall advise the former Eligible Child of our standard ISA charges and these will be applied to the holding until:
- 7.3.1** The former Eligible Child instructs us to close the account, or (on the receipt of such documentation as we may require) to transfer it to another ISA Manager. After settlement of our charges, we either shall pay the proceeds to the former Eligible Child, or transfer the former JISA Investments in accordance with the Treasury Regulations as appropriate; or
- 7.3.2** Such ISA account opening forms and information as we require to open an ISA account are submitted by the former Registered Child and accepted by us.
- 7.4** In the event that we do not receive any instruction or documentation as envisaged by clause 7.3, we shall suspend the former JISA such that
- 7.4.1** No action shall be taken in respect of the former JISA, (including in relation to its management, if previously designated as an advisory dealing JISA); and
- 7.4.2** We shall not be liable for any investment or other losses arising as a result of our failure to administer or manage the ISA during such suspension.

The following definitions apply to JISAs:

“Eligible Child” means a UK resident under the age of 18 in whose name and for whose benefit the JISA is held, and who otherwise satisfies the conditions for eligibility to hold a JISA as set out in the Treasury Regulations.

“JISA” means a TSCTRADE stocks and shares Junior Individual Savings Account.

“JISA Application” means an application to us in standard form to open or transfer a JISA, and made in writing or by electronic communications.

“ISA & JISA Brochure” means our brochure which describes our JISA service as amended from time to time.

“Registered Contact” means a person who is over the age of 16, and either has parental responsibility in relation to the Eligible Child or is the Eligible Child who holds the account.

All references to **“You”** of the Terms shall mean the Eligible Child and/or the Registered Contact as appropriate.

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