



Slater Investments Limited Stocks & Shares ISA Terms and Conditions

These Terms are valid from **30/09/2018** and, together with the Application Form, form a legal agreement between you and Slater Investments Limited which sets out how your account will be operated.

Definitions

Account Investments	Shares purchased in the Slater Fund(s);
Application Form	A Slater Stocks and Shares ISA application form or transfer application form completed and signed by the Investor;
Business Day	A week day on which banks are open for business in England and Wales i.e. excluding public holidays;
Cleared Funds	The Investors subscription monies which have been cleared through a cash settlement system and are available for trading;
Client Money Account	A current account at a bank that is in the name of Slater, its title will also include an appropriate description to indicate that it holds only Clients' Monies in accordance with Slater's regulatory responsibilities. The Client Money Account is used to hold the money of one or more clients.
Client Monies	Money which the ISA Manager holds or receives for or from the Investor including money held by the ISA Manager as stakeholder, and which is not immediately due and payable on demand to the ISA Manager for its own account.
Distribution Date	The date the Manager of the relevant Slater Fund distributes income or notifies the Investor of any accumulation income;
FCA	Financial Conduct Authority;
FCA Rules	The FCA's Handbook of rules and guidance (as amended from time to time);
Fund	The Unit Trust or OEIC available as an investment in the Slater Stocks and Shares ISA in which you have invested;
HMRC	HM Revenue and Customs
Investment	Shares in the Slater Fund(s) held in an ISA;
Investor	A qualifying individual who invests in one of the Slater Fund(s) and in so doing opens a Slater Stocks & Shares ISA or transfers into a Slater Stocks and Shares ISA becoming therefore an ISA Holder under these Terms;
ISA	An individual savings account governed by these Terms and which is a Slater Stocks and Shares ISA;
ISA Holder	A person who qualifies under the terms of the Individual Savings Account Regulations 1998, as amended, to hold an ISA and has fulfilled the requirements to become so;

ISA Manager	Slater Investments Limited;
ISA Regulations	The Individual Savings Account regulations 1998, as amended from time to time;
Key Investor Information Document	The Key Investor Information Document for the Fund(s) as amended from time to time which you must have read before investing in the Fund(s);
Manager	Slater Investments Limited;
Nominee	A nominee name in which your holding will be held on the relevant Fund(s) register;
OEIC – Open-ended investment company	A type of authorised investment fund of variable size in corporate form, in which investors can invest their monies which are managed and invested on their behalf by investment professionals;
Prospectus	In respect of each Fund, the full Prospectus for the Fund prepared in accordance with the FCA’s Collective Investment Schemes Sourcebook (COLL) as amended from time to time;
Shares	Shares in a Fund which is an OEIC or units in a Fund which is a Unit Trust, whichever is applicable;
Slater	Slater Investments Limited;
Slater Funds	Any authorised Unit Trust or OEIC managed by Slater Investments Limited;
Slater Stocks and Shares ISA	The stocks and shares component of an ISA in respect of which Slater acts as the ISA Manager which invests in one or more of the Slater Fund(s);
Stocks and Shares ISA	A stocks and shares ISA which has the meaning as described in the ISA Regulations;
Terms	These Terms and Conditions (as amended from time to time) together with the Application Form and the relevant Key Investor Information Document;
Transfer Form	The form used to transfer an ISA from one ISA manager to Slater.
Unit Trust	A type of authorised investment fund constituted as a trust, in which investors can their monies which are managed and invested on their behalf by investment professionals
Valuation Point	In respect of the Shares, the point at which a valuation is carried out for the purpose of determining the price that such Shares may be sold or purchased by the Investor
Year	A tax year beginning on 6 April in any calendar year and ending on 5 April in the following year

1. Applications and instructions may be sent to us as described in the Application Form. Application Forms can be downloaded from our website: www.slaterinvestments.com.
2. The Investor's offer to enter into the ISA contained in the properly completed Application Form will, subject to the ISA Regulations and provisions therein, be accepted by the ISA Manager, normally on the day it is received by the ISA Manager.
3. For a new ISA account, the application must be accompanied by the Investors instructions and valid payment of the Investors initial subscription for investment in pounds sterling. Valid payment methods are: cheque, evidence of a bank transfer already made to Slater, or a direct debit instruction from a UK bank or building society.
4. The ISA Manager may reject any application if the Application Form/Transfer Form is not properly

completed. If this is the case, the ISA Manager will try to contact the Investor to clarify the information but, it might take time for the ISA Manager to do so and during this time the Investor's subscription monies will remain uninvested.

5. The ISA Manager will deposit these monies in a Client Money Account. See sections 56 to 1 for further details.
6. The ISA Manager may not be able to accept the application until it receives proof of the Investor's identity and address and any other information it may reasonably require. Slater may ask the Investor to provide evidence of the source of money for the initial or subsequent investment.
7. If the application is unclear or incomplete, or we need more information from the Investor, we will let you know. You must provide the additional information or clarification we ask for. If the ISA Manager does not receive all information necessary to complete the Application form within 30 days of receiving the Application Form, the ISA Manager will return the Investor's money to the Investor.
8. Your account start date will be the working day on which the ISA Manager accepts the Investor's first application to open the account. The ISA Manager will notify you of your account start date in its acknowledgment. Your account start date may be earlier than the date on which Slater invests your initial subscription payment.
9. Upon receipt of Cleared Funds, the ISA Manager will place an instruction to deal in order for the Investor's subscription monies to be invested in the Fund(s) in accordance with the Investor's instructions (as set out in the Investor's Application Form or as the Investor subsequently notifies the ISA Manager in writing) and on the usual terms for investment in Shares of the relevant Fund(s) which are set out in the relevant Prospectus. After the ISA Manager has placed the instruction to deal, the Investor's subscription monies will be held for a further four Business Days, in the Client Money Account, until the settlement date.
10. At the absolute and sole discretion of the ISA Manager, the ISA Manager may in exceptional circumstances, place an instruction to deal on behalf of an Investor prior to being in receipt of Cleared Funds from the Investor.
11. The Investor's ISA will, subject to the ISA Regulations, be managed by the ISA Manager in accordance with the Investor's instructions set out in the Application under instructions agreed in writing between the ISA Manager and the Investor.
12. The Application Form together with these Terms will be the client agreement for the purposes of the FCA Rules.
13. You may invest one or more lump sums into your ISA during the Year subject to the ISA Regulations. The initial investment or any additional lump sum contributions are subject to the minimum as specified in the Application Form.
14. You must make at least one contribution in each tax year to keep the continuous application valid. If you do not make an investment in a tax year, you will be required to complete a new Application Form should you wish to invest in a Slater Stocks and Shares ISA for the new tax year. The new application will be subject to charges and terms and conditions at that time which may differ from those at the time of your original application.
15. Your application is subject to an annual subscription limit for the current tax Year as prescribed by the ISA Regulations. Please note Slater only offers a Stocks and Shares ISA.
16. You are responsible for ensuring that you do not exceed the ISA investment limits in any tax year.
17. You must be over the age of 18 years and resident in the UK. The ISA Manager reserves the right to reject, on reasonable grounds relating to the circumstances of an Investor, any application.

18. All subscriptions made by you must be in Sterling UK pounds. We only accept Sterling cheques that have been drawn from Sterling bank accounts based in the UK. Additionally, we reserve the right to return any post-dated cheques to you.
19. Shares are bought and sold at the next Valuation Point following receipt of a signed Application form, instruction and receipt of Cleared Funds and in accordance with the relevant Fund (s) Prospectus. Contract notes will be dispatched to the Investor no later than the Business Day immediately following any Investment. Contract notes will not be issued for direct debit transactions.
20. A completed and signed Application Form will authorise the ISA Manager to hold your ISA Investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash. The ISA Manager will also have authority on your behalf to apply to HMRC to claim any tax relief in respect of your ISA and to make any other claims in accordance with the ISA Regulations.
21. An ISA can also be transferred from an existing ISA manager (in whole or in part) subject to the ISA Regulations by completing a Transfer Form.
22. The ISA Manager will accept a correctly completed ISA Application Form or ISA Transfer Form under a Power of Attorney or Curator Bonis provided that a sealed copy of the Power of Attorney or Court Appointment is received into the office of the ISA Manager.
23. The ISA Manager is not obliged to accept an ISA transfer.
24. After receiving a Transfer Form to transfer an existing ISA to the ISA Manager, the form will be forwarded by the ISA Manager to the previous ISA manager within the period set by the current legislation. In the case of a ISA transfer, the ISA Holder can, in accordance with current legislation, stipulate the date on which he or she wishes the holding or part of a holding to be sold by the previous ISA manager so as to avoid exit or penalty charges if he or she so wishes.
25. After acceptance of a correctly completed Transfer Form by the ISA Manager, and subject to any instructions provided by the ISA Holder as referenced in section 24 above, purchases of ISA lump sum investments from the proceeds of the sale of units/shares from the previous ISA manager will be carried out at the next valuation point as specified in the Fund(s) Prospectus. Contract notes will be dispatched to the Investor no later than the Business Day immediately following any Investment. Contract notes will not be issued for direct debit transactions.
26. In the case of ISA transfers, we reserve the right to reject income distributions paid by your previous ISA manager after the date of transfer where these are £20 or less. In these circumstances the distribution cheque will be returned to your previous ISA manager for reissue direct to you.
27. The ISA Investments will be and must remain in the beneficial ownership of the Investor and must not be used as security for a loan.
28. Only designated investments may be included within the ISA.
29. The ISA Manager only accepts Investments into Slater funds into Slater Stocks & Shares ISA.
30. The ISA Manager will not offer or provide any advice on the suitability of investments for individual circumstances. If there is any doubt the ISA Holder should consult his or her Independent Financial Adviser.
31. Documents evidencing title to ISA Investments will be held by the ISA Manager or as the ISA Manager may direct.
32. The title to the ISA Investments will be registered in the name of the ISA Holder and the ISA Manager's Nominee.
33. At the written request of the Investor, and within the time stipulated by the Investor, an ISA, or part of an ISA with all rights and

obligations of the parties to it, may be transferred to another ISA manager in accordance with the ISA Regulations. Slater also requires the delivery of written instruction by the future ISA manager.

- 34.** Where an ISA is transferred either at the request of the Investor or because the previous ISA manager is no longer offering or able to offer ISAs, all the tax benefits are preserved.
- 35.** The Investor may at any time, by written notice to the ISA Manager, terminate or make withdrawals from the ISA. On the instructions of the Investor and within the time stipulated by the Investor, all or part of the investments held in the ISA and proceeds arising from those investments shall be transferred or paid to the Investor. Shares will be sold at the price calculated on a date stipulated by the Investor or at the next Valuation Point as set out in the relevant Fund(s) Prospectus if the date stipulated by you has passed or no date is specified. However, this must take place within 30 calendar days of the ISA Manager receiving the withdrawal instructions.
- 36.** The sale proceeds of the withdrawal instruction will be transferred to the Client Money Account when we have received them from the Trustee/Depositary. This will be done within four Business Days from the Valuation Point at which the Shares were sold. From that date it is money for payment and is held and protected in the Client Money Account, it cannot be used for any other purpose. The money will be retained in the Client Money Account until the ISA Manager is able to release the payment. No interest will be paid on these monies.
- 37.** If the ISA is terminated or transferred, the ISA Manager shall make or cause to be made such payments, subject to any reasonable retentions or deductions which the ISA Manager may be entitled or bound to make for any purpose, including recovery of expenses properly incurred by the ISA Manager.
- 38.** Following the appointed date to sell or transfer an ISA, a contract note will be sent to the ISA Holder or the new ISA manager no later than the Business Day following that on which the Shares were sold. Proceeds from the sale of the Shares will be remitted within four Business Days after the date on the contract note. If the ISA Manager has not previously been notified by an ISA Holder of a change of name or address, this may delay remittance of redemption proceeds. When the proceeds are received by the ISA Holder, these are no longer part of the ISA Account.
- 39.** Purchasers of new ISAs may be entitled to cancellation rights under the Financial Conduct Authority's Conduct of Business Rules if they have received investment advice. Where applicable you will have the right to cancel your account within 14 days after receiving notice of your cancellation rights from the ISA Manager. If you exercise your right to cancel, any money paid to the ISA Manager will be repaid (subject to deduction of the amount, if any, by which the value of your ISA Investment has fallen).
- 40.** It is important to note that if you cancel an ISA transfer you may lose the tax-exempt ISA status of your Investment.
- 41.** Charges will be as those specified in the Prospectus of the Fund(s).
- 42.** On the appropriate Distribution Dates Investors who have opted to receive income by cheque or electronic payment will receive income payments, which will consist of the distributions received from the Fund(s). This amount will be reinvested if this is your option on the Application Form. Investors who have selected accumulation Shares will receive details of the income accumulation on the appropriate Distribution Date. There will be no charges added. Details of the Shares acquired and the cost of them will be provided on the usual half yearly statements issued, within 30 Business Days, as at 5 April and 5 October each year.

- 43.** The ISA Manager shall be entitled, by notice in writing to the ISA Holder, to terminate an ISA if, in their absolute discretion, the ISA Manager considers it impracticable to continue that ISA or if the ISA Holder is in breach of any provision thereof. Any termination of an ISA by the ISA Manager shall not entitle the relevant ISA Holder to any compensation or damage under this clause. Termination of an ISA will be without prejudice to the completion of incomplete transactions undertaken as part of that ISA.
- 44.** The ISA Manager will notify the ISA Holder if, by reason of any failure to satisfy the provisions of the ISA Regulations, an ISA has, or will, become void for tax purposes. In the event that the ISA Manager does not wish to continue to act in such capacity it will give reasonable notice (being not less than 30 days) to the Investor and to HMRC. In such circumstances, under the ISA Regulations, the Investor can transfer their ISA within 30 days to another ISA manager without the validity of the ISA being affected.
- 45.** In certain circumstances, HMRC may instruct the ISA Manager to return part, or the whole of an invalid ISA. In these instances, the ISA Manager may deduct and return to HMRC sufficient proceeds to cover any tax liability. In these instances, the ISA Manager may also be required to transfer investments into a direct holding by the Investor in Shares in the same Fund(s).
- 46.** The ISA Manager will write to HMRC to tell it, in circumstances where the Investors Investments do not cover any tax due.
- 47.** Where the ISA Manager is told that the Investor has died either on or before 5 April 2018, sections 47 and 48 apply. In these circumstances, the Investor's ISA will automatically terminate in accordance with the HMRC Regulations and will be converted to a contract between us whereby the Investments held in the Investor's Slater Stocks and Shares ISA account are held on the same terms as set out in these Terms except that the tax benefits will not apply.
- Any ineligible income tax received after the date of death will be returned to HMRC.
- 48.** Investments will continue to be held in Shares in the Fund(s) until proof of death and proof of entitlement has been received by the ISA Manager. Income Shares will be converted to Accumulation Shares upon notification of death. Income that has been paid but not cashed will be reinvested into the Investments. On receipt of certified copies of the death certificate and the grant of probate or letter of administration the Investor's Investment can be either (a) transferred to the Investor's personal representatives or named beneficiaries (please note that the ISA Manager may require verification of identification in order to meet the requirements under the UK Anti-Money Laundering Regulations); or (b) sold and proceeds paid out in accordance with these Terms which are binding on an Investor's personal representatives.
- 49.** Where the ISA Manager is told that the Investor has died either on or after 6 April 2018, paragraphs 49 to 1 apply. In these circumstances, the Investor's ISA will be treated as a "continuing account of the deceased investor" (CADI) and will continue to be exempt from tax until the earlier of: (a) the closure of the account; or (b) the completion of the administration of the investors estate; or (c) the third anniversary of the investors death. No further subscriptions can be made to the account and the account will continue to be managed in accordance with these Terms.
- 50.** The ISA Manager will require certified copies of the death certificate of the Investor and the grant of probate or letters of administration.
- 51.** When the account is no longer a CADI but remains open, the Investor's ISA will automatically terminate in accordance with the HMRC Regulations and will be converted to a contract between us whereby the Investments held in the Investor's Slater Stocks and Shares ISA account are held on the same terms as set out in these Terms except that the tax benefits will not apply until the account is closed. Any ineligible

income tax received after the account is no longer a CADI will be returned to HMRC.

- 52.** Once the account is no longer a CADI but remains open, Income Shares will be converted to Accumulation Shares. Income that has been paid but not cashed will be reinvested into the Investments. In order to close the account, the Investor's Investment can be either (a) transferred to the Investor's personal representatives or named beneficiaries (please note that the ISA Manager may require verification of identification in order to meet the requirements under the UK Anti-Money Laundering Regulations); or (b) sold and proceeds paid out in accordance with these Terms which are binding on an Investor's personal representatives.
- 53.** The ISA Manager will issue reports to the Investor twice yearly, within 30 Business Days, as at 5 April and 5 October with details of the number and value of investments held within their ISA and the amounts of any distributions and tax reclaims deriving thereon during the preceding half year. The statements will not include any measure of the ISAs investment performance.
- 54.** The ISA Manager shall exercise due care and diligence in the management of all ISAs but, subject to the ISA Regulations and to Sections 71 and 150 of the Financial Services and Markets Act 2000, the ISA Manager shall not be liable to an Investor for any costs, claims, demands, losses of expenses suffered by or arising from any depreciation in the value of the ISAs or for acts or omissions of the ISA Manager or of any third party whether or not that third party is acting as agent of the ISA Manager, except in so far as the same arises as a result of negligence or wilful default.
- 55.** If the ISA Manager has to pay any amount to a third party e.g. HMRC, because of an Investor's ISA investment (for example, if an Investor has not provided the ISA Manager with correct information about themselves), the Investor must repay any such amount to the ISA Manager on demand.
- 56.** The ISA Manager will pay all subscription monies into a Client Money Account no later than the Business Day after they are received. This Client Money Account will be held with Bank of Scotland plc or such other bank or authorised institution as Slater may nominate from time to time.
- 57.** There is no interest paid on the Client Money Account.
- 58.** Slater holds any Client Monies in a Client Money Account, separate from its own money. If Slater becomes insolvent all the money held in a Client Money Account will be paid to clients in accordance with the FCA Rules. If there is a shortfall in the money held in the Client Money Account, the Investor will suffer in any shortfall in the same proportion to their share of the money held in the Client Money Account. The Investor may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).
- 59.** The ISA Manager may delegate the performance of any of the duties under these Terms to another party. The ISA Manager will satisfy himself that any person to whom he delegates any of his functions or responsibilities under these Terms is competent to carry out those functions and responsibilities. If the ISA Manager delegates any of its functions, it will be responsible to the Investors under these Terms.
- 60.** The Investor will automatically receive a copy of the annual and half yearly reports and accounts of the Fund(s) and any other information issued to Shareholder in a Fund. All communications with investors will be in English. If you have agreed to receive notices and other documents in electronic format, the reports and accounts will be sent to you electronically.
- 61.** The ISA Manager shall notify the Investor of any meetings of shareholders in the Fund(s) to enable the Investor to exercise the voting rights attached to the Shares held in the Slater Stocks and Shares ISA.

- 62.** Notices and instructions to the ISA Manager must be in English, in writing and signed by the Investor.
- 63.** Notices and other documents to be given to the Investor will be posted to their last registered address for the Slater Stocks and Shares ISA and will be considered to be received by the Investor three days after posting. If you have agreed to receive notices in electronic format, this will be considered to have been received on the day of sending.
- 64.** The ISA Manager may treat written instructions as valid where these seem to have been given by the Investor or on his/her behalf even if that is not the case because another person acted on their behalf, unless that other person is an employee of Slater.
- 65.** The Investor must provide the ISA Manager with all information that the ISA Manager reasonable requests in respect of the Investor's Slater Stocks and Shares ISA and, in particular, they must immediately write and tell the ISA Manager about any change of tax status or other change in the Investor's circumstances, such as if they are no longer resident in the UK for some or most of the time,
- 66.** The Investor should notify the ISA Manager of any changes of address or other necessary information such as bank details which were originally provided in the Application Form. The ISA Manager will not be responsible to the Investor or to any other person for any consequences that may arise from the Investor failing to update their instructions and information promptly.
- 67.** If at any time, the Investor ceases to be a qualifying individual, under the ISA Regulations, they are not obliged to terminate the ISA and may retain the benefit of the ISA save that the Investor may not make any further contributions. The Investor shall immediately notify the ISA Manager in writing if they cease to meet the conditions to be a qualifying individual.
- 68.** The ISA Manager, or anyone connected with the ISA Manager, may affect transactions where the ISA Manager or another client of the ISA Manager has an involvement which may involve a conflict with the ISA Manager's duty to the Investor or between the Investor and another client of the ISA Manager. The ISA Manager will ensure that any such conflict, or potential conflict, does not affect the transactions it carries out for the Investor in any material way. If the ISA Manager cannot manage a conflict then it will inform the Investor of such conflict. The ISA Manager has established a Conflicts of Interest Policy which sets out the types of actual or potential conflicts of interest which affect its business and provides details of how these are managed in accordance with the paragraph. A copy of the Conflicts of Interest Policy is available upon request from the ISA Manager.
- 69.** Subject to the FCA Rules, the ISA Regulations and to other relevant changes in law, the ISA Manager may, in its absolute discretion, change these Terms from time to time where it has valid reason to do so. Investors will be notified in advance of any significant changes. If the Investor does not agree with the changes that the ISA Manager is proposing to make and would like to cancel their Slater Stocks and Shares ISA, the Investor may do so by writing to the ISA Manager and the ISA Manager will not charge the Investor for terminating in these circumstances.
- 70.** The ISA Manager is regulated by the FCA in the conduct of investment business, which includes the business of acting as ISA Manager. An Investor should send to the ISA Manager (marked for the attention of the Compliance Officer) any complaints he/she may have in relation to his/her ISA and its operation. ISA Holders have the right to complain directly to the Financial Ombudsman Service. Details of an Investors rights in the event of the ISA Manager being unable to meet any of their liabilities to an Investor may be obtained from the ISA Manager's Compliance Officer.

- 71.** If an Investor carries out any transactions in his/her ISA through an Independent Financial Adviser (IFA), the ISA Manager will treat that IFA as the Investors agent and may disclose full details of the ISA to any such agent and may accept instructions from any such agent in respect of the ISA.
- 72.** The General Data Protection Regulations (GDPR) provides protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them. The ISA Manager will process your personal data fairly and lawfully and will hold and protect your personal information in accordance with the principles of the provisions of data protection legislation. The Investors personal data (including sensitive personal data) will only be used to process your application and to service your account.
- 73.** It may be necessary to provide your personal data by electronic or other means to third parties who perform tasks on behalf of the ISA Manager to help service your account. These parties may be based in countries outside of the European Economic Area. These countries may not have laws to protect your data equivalent to those in the UK. However, the ISA Manager will seek to make sure that any such third parties agree to treat your data with the same level of protection as if the ISA Manager was dealing with it.
- 74.** The Investor agrees that the ISA Manager may keep personal information which you or others have provided to it, and any information we know from managing your account or processing orders, on a database and use or disclose such information to carry out the functions described in these Terms and/or the Prospectus.
- 75.** The ISA Manager may disclose your personal details to HMRC to allow it to comply with legal obligations it has to report details of your account.
- 76.** To prevent and detect fraud, the ISA Manager may share your data with other organisations, including the police, and/or file your data with fraud prevention agencies and data bases.
- 77.** Your data may be made available to third parties where required by law, court order or regulation.
- 78.** The ISA Manager will keep records relating to your account for at least seven years from the date your account is closed.
- 79.** You are entitled to receive a copy of your data that is subject to the GDPR from the ISA Manager. You also have the right to require us to correct any inaccuracies in your data.
- 80.** For further information of the ISA Managers obligations or your rights under the GDPR please contact the ISA Manager to request a copy of its 'Privacy Policy – General'
- 81.** To ensure that The ISA Manager carries out your instructions accurately, to help it continually improve its service and in the interests of security, we may monitor and/or record your telephone calls with the ISA Manager. Any recordings remain our sole property.
- 82.** The interpretation of these Terms and the accompanying documentation will be governed by the Laws of England and Wales, including all questions of validity and capacity and in particular the relationship between the parties hereto.