



Junior ISA Terms and Conditions

COUTTS INVEST

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1. Introduction

- 1.1. These Coutts Invest Junior ISA Terms and Conditions (the ‘**Terms and Conditions**’), together with our Online Terms and Conditions (the ‘**Online Terms and Conditions**’) and our ‘**Coutts Invest Fee Tariff**’, as amended from time to time, (together, the/this ‘**Agreement**’) set out the basis upon which we, Coutts & Co, agree to effect purchase and/or sale transactions placed through our Website and act as custodian in relation to the Child’s Coutts Invest Junior ISA Investments (the ‘**Service**’).
- 1.2. By placing a trade or otherwise using the Service, you confirm and accept the terms in the Agreement and acknowledge that it creates legal, valid and binding obligations on you that are enforceable by us. We may refuse to provide the Service to you where it is reasonable to do so.
- 1.3. Capitalised words and expressions used in the Agreement have the meanings set out in Schedule 1 to the Agreement or, if not otherwise defined, the meanings given to them in the FS Rules. In the Agreement, unless the context otherwise requires, wording importing the singular shall include the plural and vice versa.
- 1.4. As defined in Schedule 1, where the Terms and Conditions refer to ‘you’ and ‘your’ these are references to the Registered Contact.
- 1.5. The Coutts Invest Junior ISA is a Stocks and Shares Junior ISA as defined in the ISA Regulations.

2. Your use of the Service

- 2.1. To use the Service you must:
 - a) Reside in the UK and have a permanent UK residential address;
 - b) Be at least 18 years of age (unless you are the Child and have taken over as Registered Contact); and
 - c) Have a bank account with Coutts & Co that allows you to access our online banking services, which must be held in your sole or joint name, to facilitate the making of payments in relation to the Service (your ‘**Current Account**’). Your Current Account will be subject to separate fees and charges (as detailed in the applicable account terms and conditions).

- 2.2. By using the Service, you agree to provide any information that we reasonably request in order to comply with our duties and to notify us promptly if there is any material change to any of that information. You understand that a failure to provide such information requested or the provision of incorrect information may mean that we are not able to correctly provide the Service to you under the Agreement.
- 2.3. We will treat you as a Retail Client as defined in, and for the purposes of, the FS Rules. This affords you the highest degree of protection under the UK regulatory system.
- 2.4. You will need access to the internet to use the Service and you will be responsible for any telephone costs and/or charges made by any internet service provider. We make no guarantees as to the speed, resolution or access to the Service via the internet.
- 2.5. If you have a Coutts Invest Junior ISA and cease to be resident in the UK, you will not be able to make any new Subscriptions into it other than future monthly Subscriptions that you agreed to make before ceasing to be UK resident.

3. Opening a Coutts Invest Junior ISA

- 3.1. In order to open a Coutts Invest Junior ISA you must:
 - a) Have completed any applicable application and/or declarations that we may require to fulfil our regulatory obligations; and
 - b) Either (i) pay a minimum initial Subscription of £50, and/or (ii) pay a minimum initial monthly Subscription of £10, or (iii) transfer an existing Junior ISA or Child Trust Fund to us.
- 3.2. The declarations referred to in clause 3.1.a include a declaration you must provide under the ISA Regulations that will confirm certain details provided in your application. We will provide you with a copy of the declaration following receipt of your application. You should inform us, as soon as possible and in any event within thirty (30) days of us sending you your declaration, of any inaccuracies contained in it.
- 3.3. If the Child has an existing Stocks & Shares Junior ISA or Child Trust Fund it must be transferred to us in advance of you making any new Subscriptions to the Child’s Coutts Invest Junior ISA.

4. How you can fund and deal in the Coutts Invest Junior ISA

- 4.1. As Registered Contact, we will only accept cash Subscriptions made by you from your Current Account or Junior ISA transfers from another Junior ISA manager or Child Trust Fund transfers from another Child Trust Fund manager. We will not accept Subscriptions from any other person.
- 4.2. A Linked Cash Account will be opened within the Coutts Invest Junior ISA and will hold all cash received into the Coutts Invest Junior ISA, including any Subscriptions.
- 4.3. Only money from the Linked Cash Account may be used to acquire Investments for the Coutts Invest Junior ISA (i.e. Investments in your Coutts Invest Junior ISA can only be purchased with the available balance in the Linked Cash Account). Once the Linked Cash Account has been funded, Investments can be bought and sold by placing Client Instructions through the Service.

Restrictions on Subscriptions

- 4.4. Subscriptions to the Coutts Invest Junior ISA must not exceed the annual subscription limit as defined in the ISA Regulations, which may change from year to year.
- 4.5. In the event that you make a Subscription which would, if applied to the Coutts Invest Junior ISA, mean that the annual subscription limit is exceeded, we will return the excess balance of that Subscription to you but made payable to the Child.
- 4.6. In order for you to make a Subscription to the Coutts Invest Junior ISA the Child must not hold another stocks and shares Junior ISA, Child Trust Fund or have exceeded the overall subscription limit currently published by HM Revenue and Customs.

Funding the Account

- 4.7. After the Coutts Invest Junior ISA has been set up you can continue to fund it by either monthly or one off Subscriptions. The minimum one off Subscription is £50 and the minimum regular monthly Subscriptions are £10 or such other amounts as we set from time to time.
- 4.8. Subscriptions (except Junior ISA or Child Trust Fund transfers) are required to be made from your Current Account.
- 4.9. If, for any reason, we are unable to collect your monthly Subscriptions we will notify you as soon as possible that the payment has failed.

5. How we will run the Coutts Invest Junior ISA

- 5.1. We are approved by HM Revenue and Customs as a Junior ISA manager and will run the Coutts Invest Junior ISA in accordance with the ISA Regulations. In the event of any conflict between this Agreement and the ISA Regulations, the ISA Regulations shall prevail.
- 5.2. The Child must remain the beneficial owner of any

Investments in the Coutts Invest Junior ISA at all times. The Investments must not be lent to third parties and must not be used as security for loans. Share certificates or other documents evidencing title to Investments in the Coutts Invest Junior ISA will be held by us or as we may direct.

- 5.3.
- 5.4. On receipt by your Banker of your written request, and subject to our published charges and a reasonable period of notice, we will endeavour to arrange for you to:
 - 5.4.1. Receive a copy of the annual report and accounts issued by every Fund in respect of shares, securities or units which are held in the Coutts Invest Junior ISA;
 - 5.4.2. Attend shareholders', securities holders' or unit holders' meetings; and
 - 5.4.3. Vote on resolutions and receive any other information issued to shareholders, securities holders or unit holders.
- 5.5. Other than as set out in this clause, cash held in the Linked Cash Account will be held by us as banker as set out in more detail in clause 11.3.
- 5.6. We will tell you if the Coutts Invest Junior ISA has, or will, become void because we, or you, have failed to comply with the ISA Regulations. If you fail to comply with the ISA Regulations, we may make a charge to you for voiding the Coutts Invest Junior ISA in accordance with our published charges. In either case, we will sell the Investments held in the Coutts Invest Junior ISA and send the proceeds to you but payable to the Child. You may not be able to place Client Instructions and/or make payments to us until this process is complete. Any action taken whether by us or you, will be subject to such deductions (if any) as we may require to meet tax or other liabilities.
- 5.7. In the event of your death, no further Subscriptions into the Coutts Invest Junior ISA will be accepted until such time as a new Registered Contact is appointed and then only subject to the new Registered Contact complying with these Terms and Conditions and making any declarations required by us and by the ISA Regulations.
- 5.8. In the event you are replaced by a new Registered Contact you will cease to have any rights and obligations under this Agreement and you will cease to have access to the Service. In such a case no further Subscriptions into the Coutts Invest Junior ISA will be accepted from you. Further Subscriptions into the Coutts Invest Junior ISA will be accepted from the new Registered Contact subject to the new Registered Contact complying with these Terms and Conditions and making any declarations required by us and the ISA Regulations.

6. Transferring other Junior ISAs and Child Trust Funds to us

- 6.1. You can transfer the Child's entire Junior ISA or Child Trust Fund, or part thereof in the case of a Junior Cash ISA, and the associated rights and duties to us, subject to the restrictions detailed below. You may on request transfer any Investments (either in their current form or after a unit class conversion) in a Fund (referred to as an *in specie* transfer) under your Child's Junior ISA or Child Trust Fund to your Coutts Invest Junior ISA provided the Fund is available on the Coutts Invest platform. Otherwise, you can only transfer cash into the Coutts Invest Junior ISA (so assets held in your Child's existing Junior ISA or Child Trust Fund would need to be sold prior to the transfer).
- 6.2. To partially transfer a Junior Cash ISA to us, you will need to specify whether the transfer is of current tax year subscriptions or previous tax year subscriptions. We will liaise with the other Junior ISA manager and advise you if the transfer can be carried out.
- 6.3. Current tax year Junior Cash ISA subscriptions, and any income arising, must be transferred in full and, if only previous tax years' subscriptions are to be transferred the full value of the current tax year's subscriptions must remain with the existing Junior ISA manager.
- 6.4. We will endeavour to complete the transfer process as quickly as possible; however, we cannot be held responsible for delays on the part of other Junior ISA or Child Trust Fund managers.
- 6.5. Please note that the Child's existing Junior ISA or Child Trust Fund manager may levy an exit charge on transfer and/or transaction fees may be payable on the sale of any investments held in the Child's existing Junior ISA or Child Trust Fund.

7. Transferring the Coutts Invest Junior ISA to another Junior ISA Manager

- 7.1. You can transfer the Coutts Invest Junior ISA in whole to another Junior ISA manager, subject to our published charges. You may on request transfer any Investments (referred to as an *in specie* transfer) to the new Junior ISA manager if you request this and if the new Junior ISA manager permits the Investments (either in their current form or after a unit class conversion) to be held on its platform. Otherwise, if you wish to transfer the Coutts Invest Junior ISA, the Investments will be sold and the proceeds transferred to the new Junior ISA manager.
- 7.2. We will liaise with the other Junior ISA manager after they have notified us of your wish to transfer. The transfer process will begin after receipt of completed documentation and payment of any applicable charges.

- 7.3. We will try to complete the transfer process as quickly as possible, and certainly within thirty (30) days of the receipt of completed documentation and payment of applicable charges. You may also stipulate a time within which the transfer should be completed. However, we cannot be held responsible for delays on the part of another Junior ISA manager.

8. Instructions from you

- 8.1. You authorise us to act on any instruction given, or apparently given, to us by you through or by use of the Service ('**Client Instructions**'). All Client Instructions are irrevocable and unconditional and can only be cancelled or amended if we have not acted on them.
- 8.2. We will deal with and effect all valid Client Instructions in good faith and with due diligence. However, in doing so, we shall not be liable in respect of any negligence, wilful default or fraud by you.
- 8.3. We reserve the right not to act on any particular Client Instruction, and/or to make further reasonable enquiries before acting on a Client Instruction, where we consider it to be reasonably necessary to do so, including but not limited to where:
 - 8.3.1. A Client Instruction cannot be verified to our satisfaction; or
 - 8.3.2. Acting on the Client Instruction would result in a breach of one of the limits set out or referred to in these Terms and Conditions.
- 8.4. Where possible, we will notify you of any refusal to act or delay in acting on a Client Instruction.
- 8.5. We may (but are not obliged to) telephone you on a number we hold in our records to confirm or clarify a Client Instruction prior to acting on it if it is reasonable to do, for example for reasons of security. In order to maintain the robustness of this security measure, we will only call you on numbers we already hold in our records.

9. Dealing Service

- 9.1. Client Instructions will be placed on an execution only basis.
- 9.2. Due to the nature of the Service and the Funds, we are not required to obtain information from you in order to assess whether the Service or the Funds are appropriate or suitable for you or the Child either initially or on an ongoing basis. Consequently neither you nor the Child will benefit from the FS Rules on assessing appropriateness or suitability.
- 9.3. Information on the Investments in which we will effect transactions on your behalf and the risks involved in dealing in such Investments are set out on our Website. We reserve the right to restrict or expand the range of Funds available via the Service from time to time.

- 9.4. We will notify you if any Investments are held within the Coutts Invest Junior ISA that we are no longer able to provide access to via the Service (for example due to the closure of a Fund) and ask which alternative Fund you wish to invest in or whether you wish to have the affected Investments sold and the Coutts Invest Junior ISA transferred to an alternative Junior ISA manager. If you do not provide your instructions within the time specified in the notice we reserve the right to sell the Investments and pay the proceeds into the Linked Cash Account.

Information relating to the Funds or required by the manager of the Funds

- 9.5. We may request that you read a Key Investor Information Document before we accept a Client Instruction to purchase certain Investments. We may also send you a copy of any document or notification which the manager of a Fund or depositary of a Fund is required to provide under the FS Rules.
- 9.6. In certain circumstances, we may be required by the FS Rules, or by the rules of a relevant regulator of the Funds, to respond to requests from the manager of any Fund for information relating to the beneficial owners of interests in the Fund for the purposes of its liquidity management. You accept that the manager of the Fund may be able to identify the Child as the beneficial owner of those units as a result and agree that we may make this information available as required from time to time.
- 10. How transactions will be executed**
- 10.1. A copy of our Execution Policy is available on the Website. You will be given notice of any material changes to that policy. In respect of the Service, when you buy and sell Investments, we will arrange for your order to be executed by Coutts & Co (another member of the Group) who will deal directly with the Fund, which will be the execution venue for the purposes of the FS Rules. By using the Service you confirm your agreement to the Execution Policy.
- 10.2. Client Instructions to purchase or sell received by us on a Business Day are normally placed by us by the next Business Day after we receive the Client Instruction. The execution of such Client Instructions received by us on a day other than a Business Day will normally be carried out by the second Business Day after receipt. Where you have set up to pay regular contributions we will normally place the purchase instruction by the next Business Day after we collect your payment.
- 10.3. You will not be able to place a purchase Client Instruction if you do not have a sufficient available balance in your Current Account or your Linked Cash Account to settle your purchase at the time you place the trade. For the avoidance of doubt, any sale proceeds due to be received into your Linked Cash Account prior to settlement of your purchase transaction will be taken into account when calculating the available balance in that account.

- 10.4. A confirmation will be sent to your Secure Mailbox whenever a transaction is undertaken. A valuation and statement of transactions and fees will also be sent to your Secure Mailbox quarterly in January, April, July and October.
- 10.5. Your orders may be combined with orders for other customers. This may cause a delay in implementing your Client Instructions. We believe that combining orders will generally be to the advantage of all parties but there may be some occasions when combining orders could be to your disadvantage.

Limits on investment

- 10.6. We reserve the right to set a maximum and/or minimum limit:
- a) On the net value of Investments in your Account on any given day (an '**Account Limit**'); and/or
 - b) On the value and/or volume of the transactions you can place, including a limit on the unsettled balance in respect of all orders on your Account during a given period. We shall inform you in writing of any applicable limit and where any such limit has been breached. We reserve the right, if we have good reason, to review and amend any such limit at any time by giving you written notice.
- 10.7. The minimum Account Limit is £1.
- 10.8. You agree that:
- 10.8.1. We will only deal on your behalf to the extent your use of the Service would not result in a limit(s) being breached;
 - 10.8.2. We may issue a breach notice in the event of you breaching a limit referred to in clause 10.6 and will request that you remedy the breach; and/or
 - 10.8.3. If you do not remedy the breach within ten (10) Business Days of your receipt of the breach notice or where we have good reason to do so sooner, we may suspend the Service and we may, at our discretion, sell any or all of the Investments in your Account and pay the proceeds into your Linked Cash Account pending your further instructions to rectify the breach.

Settlement

- 10.9. We will closely monitor our ability to deliver on the settlement date. If any counterparty should fail to deliver any necessary documents or to complete or otherwise settle any transaction, we may take all reasonable steps on your behalf to rectify such failure or obtain compensation in lieu thereof, but neither we nor any Nominee will have any liability for such failure.

10.10. We will not assume liability for settlement of any transaction relating to any Investments unless and until, in the case of a purchase, immediately available cleared funds are available in your Current Account or Linked Cash Account or, in the case of a sale, we or any Nominee are in possession of the particular Investments to which that sale relates (or, if applicable, the proceeds of such sale have been paid to the Linked Cash Account).

10.11. Neither we nor any Nominee shall be required to account for proceeds of sale or other disposal of any Investments unless and until we or any Nominee have received cleared funds in respect of that sale or disposal. If we or the Nominee account for the proceeds of sale or disposal prior to receipt of funds (whether or not you know that we or the Nominee have not received cleared funds) then you shall compensate us or the Nominee in full in accordance with clause 13 against all Losses.

10.12. In the event that due to our error a transaction is incorrectly executed for your Account we will correct the position on your Account as soon as possible and compensate you for any loss resulting from the error.

11. How we will hold Investments and Cash

11.1. By entering into the Agreement, you agree that:

- a) Investments we hold on the Child's behalf will, unless alternative arrangements are agreed, be registered in the name of one or more of our Nominees, or in the name of or to the order of a custodian appointed by us, which may or may not be a member of the Group (where they are not a member of the Group, '**Third Party Custodians**'), and which may be based either in the UK or overseas or, in limited circumstances, in our own name.
- b) Investments will be registered so as to be separately identifiable from our own investments or those of any company or custodian associated with us, and shall only be released on our instructions to settle transactions authorised under or in accordance with the Agreement or otherwise in accordance with your instructions.
- c) Investments may be held under specific and/or general pooling arrangements (including by Third Party Custodians in an omnibus account), which may mean that the Child's Investments may not be identifiable from those of other clients by separate certificates or other physical documents of title or equivalent electronic records. We, or any Nominee, will maintain records to enable the identification of the interest of each of our customers in the Investments held in a collective account. It is possible that any shortfall arising on the default of a Nominee or custodian may be shared pro-rata amongst all customers affected. At all times, our records reflect the investments that are held on

the Child's behalf by a custodian and are checked regularly to ensure they remain accurate.

- d) Where we delegate the custody of the Child's Investments to a third party, if that third party is a member of our Group, subject to clause 13.1, we accept liability for the acts and omissions of that Group member in relation to the holding of your Child's Investments as if they were our own. You agree that we shall not be liable for any loss arising as a result of the acts or omissions of any Third Party Custodian, except to the extent that (a) they arise as a result of our failure to exercise due skill, care and diligence in the selection and retention of the custodian; and (b) would have been reasonably foreseeable by you and us at the time we entered into the Agreement as being a consequence of that.

11.2. Cash that we hold on the Child's behalf in respect of the Service will not earn interest.

11.3. Cash that we hold on the Child's behalf in respect of the Service will be held by us as banker and not as trustee. As a result, the money will not be held in accordance with the FS Client Money Rules. This means that if we should fail (for example if we were to go into administration), then the distribution provisions within the FS Client Money Rules will not apply to the money we hold for the Child under this Agreement, and the Child will not be entitled to share in any distribution made under those rules. However, the applicable protection under the Financial Services Compensation Scheme (as detailed in clause 24) will still apply.

11.4. Where we have identified a shortfall in the assets we hold on behalf of our customers, we will segregate some of our own money to cover the shortfall until such time as the shortfall has been rectified. Whilst that money is segregated, we will hold it as client money under the FS Client Money Rules on behalf of all affected customers. This money will be held in a non-interest bearing account and interest will not accrue or be payable on any balances. If Coutts & Co should fail, the FS Client Money Rules will apply to the distribution of any such money.

11.5. We may arrange for Investments to be held or for transactions to be settled by a custodian to our order on such terms as we reasonably consider appropriate.

11.6. Where Investments are held by a custodian outside the UK, you should note that there may be different legal and regulatory requirements and different practices relating to the segregation of investments may apply as compared with those that would exist were the Child's Investments held by a custodian in the UK and the Child's rights in relation to the Investments may differ accordingly. Likewise, where the Child's Investments are held by a custodian outside the EEA as compared with the Child's rights were they held by a custodian in the EEA.

- 11.7. Where possible and practicable under local law or the rules applicable to the relevant custodian, Investments will be held by custodians in accounts which are designated as belonging to clients. Where it is not possible or practicable under local law or the rules applicable to the relevant custodian or it is not market practice to hold Investments in an account that is designated as belonging to clients, the Child's Investments may not be distinguishable from the assets of the custodian and, as a consequence, may be subject to a claim by creditors in the event of the custodian's insolvency.
- 11.8. Any custodian that is appointed to hold the Child's Investments may also have additional rights to retain, sell or realise such Investments to recover debts where those debts relate to one or more of our clients or the provision of services by that custodian to one or more of our clients. Alternatively, in respect of custodians based in non-EEA jurisdictions only, custodians may also have such rights where such rights are required by applicable law or, where the applicable law requires the use of a central securities depository, securities settlement system or central counterparty; the rules of that depository, settlement system or central counterparty require such a right; and, those rules are subject to the oversight of a regulator performing that function under the applicable law.
- 12. Fees and charges and our right of set-off**
- 12.1. Our fees for, and any charges associated with, the Service will be as set out in the Coutts Invest Fee Tariff in force from time to time. Where payable, value added tax ('VAT') will additionally be charged at the prevailing rate.
- 12.2. Our Platform Fee will be taken quarterly in arrears (as set out in the Coutts Invest Fee Tariff). We will take our Platform Fee directly from the Child's Investments.
- 12.3. If, when our Platform Fee is due to us, the Child has insufficient Investments remaining to cover the amount of the fee we shall be entitled, at our sole discretion and without further authority from you, to recover such fee by debiting any account which you maintain with us.
- 13. Liability**
- 13.1. We accept liability for losses, costs, damages, expenses or liabilities suffered by you and the Child to the extent that (a) they arise as a result of our negligence, wilful default or fraud (or that of a member of our Group in the circumstances set out in clause 11.1.d) and (b) they would have been reasonably foreseeable by you and us at the time we entered into this Agreement. We do not accept liability for any other losses, costs, damages, expenses or liabilities suffered by you or the Child in connection with the Service. In no event will we be liable for any consequential or indirect loss, or loss of profits or opportunity suffered by you, the Child or any third party arising in connection with this Agreement. Nothing in this Agreement excludes any liability whatsoever which we have, or any Nominee has to you or the Child under applicable law.
- 13.2. If we cannot provide the Service due to circumstances beyond our reasonable control (for example, because of natural disasters, war or terrorism, disease, market disruption or closure (other than during weekends and customary holidays), the action or intervention of any government authority, a failure of another person's computer systems or telecommunications links (or our own, to the extent it is not the result of our failure to use reasonable skill and care in maintaining them) or industrial disputes or postal delays or failures), we shall not be liable for any losses, costs, damages, expenses or liabilities suffered by you or the Child as a result of such circumstances or as a result of a delay or failure in the provision of the Service caused by such circumstances.
- 13.3. Subject to clauses 13.1 and 11.1.d, we do not accept any liability for:
- The acts, omissions, defaults or insolvency of any custodian, agent, or delegate;
 - Any error, lack of authenticity, lack of authorisation, insufficiency in any Client Instruction or other communication or message received from you; or
 - Any other matter relating to the performance of duties or obligations or the exercise of rights under this Agreement by us and/or any Nominee.
- 13.4. Except to the extent caused by our or the Nominee's negligence, wilful default or fraud, you agree to compensate us and the Nominee in full against all liability, damage, charges, loss, costs, claims, actions, proceedings, legal fees and other expenses ('Losses') that either of us incur or sustain, directly or indirectly, in connection with:
- Any Client Instruction, whether or not we have acted on it and whether or not it is authentic;
 - Any other matter relating to the Service provided under this Agreement by us or any Nominee; or
 - Your failure to perform or a breach of any of your obligations under this Agreement.
- 14. Availability of the Service**
- 14.1. While we will make reasonable efforts to provide the Service, we do not guarantee its availability. You acknowledge that, due to the nature of the internet and electronic communication, there is a risk that your use of the Service may not be free from error or interruption. We shall not be liable to you or the Child:
- For any failure to provide the Service, in part or full, due to any cause that is beyond our reasonable control or due to any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service;

- b) In the event of any error or interruption in communications;
- c) For any losses or delays in the transmission of Client Instructions to the Service caused by any internet service provider; or
- d) For any breaches of security of the Service beyond our reasonable control.

14.2. We shall not be held responsible for the accuracy and/or completeness of the information on the Funds which are provided to you on an 'as is' and 'as available' basis at your sole risk and without representations or warranties of any kind.

15. Security

15.1. You must adhere to the security procedure set out in the Online Terms and Conditions (as amended from time to time) whenever you use the Service. We will comply with our obligations under those Online Terms and Conditions in respect of the security of the Child's Coutts Invest Junior ISA.

16. Notices and Communication

16.1. We may send notices and communications in relation to the Service, including any notices required to be in writing, electronically to your Secure Mailbox. We recommend that you log on at regular intervals and at least every three months in order to access your Account statements and/or other documents and any notifications or information in relation to the Service. We may also contact you by telephone, email, text message or post.

16.2. A notice or communication sent to your Secure Mailbox will be effective at the time it is received in your Secure Mailbox if received before 6.00pm on a Business Day or otherwise on the next Business Day (as applicable).

16.3. You can contact us at Coutts & Co, 440 Strand, London WC2R 0QS. Main telephone +44 (0)20 7957 2424 or, where applicable, at your local branch office, details of which your Banker will provide to you.

17. Variation of the Agreement

17.1. We may amend any part of this Agreement by giving you at least thirty (30) days' notice. We will only make changes for good reason including but not limited to:

- a) Making the terms of this Agreement clearer or more favourable to you or the Child;
- b) Reflecting legitimate increases or reductions in the cost of providing the relevant services to you or the Child;
- c) Changing the Service and/or use of the Service from time to time;
- d) Providing for the introduction of new systems, changes in technology or the addition or removal of products;
- e) Rectifying any mistakes that may be discovered in due course; or
- f) Reflecting a change of applicable law or regulation.

17.2. If we amend this Agreement and you are not happy with the changes, you are able to transfer the Child's Coutts Invest Junior ISA to another Junior ISA manager in accordance with clause 7.

17.3. Any amendment which is made to reflect a change of applicable law or regulation or which is in your or the Child's favour may take effect immediately or otherwise as we may specify.

18. Withdrawals from the Coutts Invest Junior ISA

18.1. You may only withdraw cash from the Linked Cash Account in the Coutts Invest Junior ISA in the event that a terminal illness claim made by you on behalf of the Child is agreed by HM Revenue and Customs. If the claim is agreed, HM Revenue and Customs will issue you with a letter confirming this. In such a case, you must contact us by telephone on +44 (0)20 7957 2424 and we will inform you of where to send the letter.

18.2. After a terminal illness claim is agreed by HM Revenue and Customs, and we have received from you their letter confirming this, you can instruct us to sell some or all of the Investments held in the Coutts Invest Junior ISA. Once the proceeds of sale are in the Linked Cash Account you can withdraw them to your Current Account.

18.3. The Child may withdraw cash from the Linked Cash Account in the Coutts Invest Junior ISA on their 18th Birthday.

19. Death of the Child

19.1. The tax benefits of the Coutts Invest Junior ISA will cease immediately upon the Child's death and any Subscriptions made after the date of death are not valid Subscriptions.

19.2. Once we receive satisfactory proof of the Child's death we will sell the Investments in the Coutts Invest Junior ISA and hold the proceeds in the Linked Cash Account pending instructions being received from the Child's legal personal representatives as to where to pay the proceeds.

19.3. The Agreement will bind the Child's legal personal representatives.

20. Suspension, withdrawal and restriction of the Service

20.1. We may suspend, withdraw or restrict the use of the Service or any part of the Service where:

- a) We reasonably suspect unauthorised or fraudulent use of the Service; or
- b) We reasonably suspect that continuing to provide the Service or fulfil a Client Instruction may be illegal or in breach of any regulatory requirement or code of practice, whether enforceable or voluntary, to which we subscribe, or in breach of any obligation owed by us to a third party; or

- c) As a result of a change in the way you operate an Account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments; or
- d) We consider it appropriate for your protection. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons as soon as possible afterwards.
- 20.2. In the event of your death or incapacity we will suspend access to the Service until a replacement Registered Contact is appointed.
- 20.3. Your use of the Service will be restricted if your Current Account is closed, until such time as you nominate an alternative Current Account.
- 20.4. You will not be able to access the Service unless you hold a Current Account.
- 21. Termination of the Agreement**
- 21.1. The Account will cease to be a Junior ISA from the date of the Child's 18th birthday at which time it will be automatically converted into an adult Coutts Invest ISA managed by us and subject to the terms and conditions then applicable to the Coutts Invest ISA. We will advise the Child of any requirements which must be met in order for them to fully access the Coutts Invest service, including closing the Account, and before future subscriptions can be made to the adult Coutts Invest ISA.
- 21.2. We may close the Coutts Invest Junior ISA and terminate the Agreement if:
 - a) the Child has reached the age of 18 or has died;
 - b) the Child's Coutts Invest Junior ISA holds a zero balance as a result of funds being fully withdrawn due to the terminal illness of the Child, the transfer of the Child's Coutts Invest Junior ISA to another Junior ISA manager or the deduction of fees and charges; or
 - c) we are instructed by HM Revenue and Customs to close the Coutts Invest Junior ISA, where the Coutts Invest Junior ISA is void.
- 22. Change of Registered Contact**
- 22.1. The Child may apply to us to become the Registered Contact when they are 16 years old or over. In which case they should contact us as described in clause 16.3. We will require them to complete the necessary declarations as required by us and the ISA Regulations and agree to be bound by this Agreement.
- 22.2. In other cases, the Registered Contact may only be changed with the consent of the existing Registered Contact, except in certain circumstances where consent is not required under the ISA Regulations, including (but not limited to) where the existing Registered Contact has died. We will require the new Registered Contact to complete the necessary declarations as required by us and the ISA Regulations and agree to be bound

by this Agreement.

23. Cancellation

- 23.1. You have no right to cancel the Coutts Invest Junior ISA after we accept your application.

24. Complaints and Compensation

- 24.1. If you have any complaint regarding the Service provided under this Agreement, please bring it in the first instance to the attention of your Banker. If it is not possible to resolve matters to your satisfaction, we will arrange for your complaint to be investigated by an officer of Coutts & Co who is not directly connected with the subject of the complaint.
- 24.2. If you are not satisfied with our final response, or if we do not provide you with our final response within eight weeks of receiving your complaint, you have the right to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (www.fos.org.uk). Further details of our complaints handling policy and process are available on request.
- 24.3. Coutts & Co is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors and/or investors if a bank is unable to meet its financial obligations. Investment business undertaken with Coutts & Co in the UK may be covered by the FSCS, the cover depending on the nature of the claim being made. Eligible claims for most types of investment business are covered up to a maximum limit of £85,000 per person. FSCS cover is not available for loss of money resulting from performance of the Fund. In respect of deposits, most individuals, businesses and corporations can claim back up to £85,000. Where we are required by regulation to do so, an FSCS Information Sheet, including a list of exclusions from the Scheme, will be provided on an annual basis. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.fscs.org.uk.

25. Conflicts of Interest

- 25.1. A summary of our Conflicts of Interest Policy, including the types of conflicts that may arise, is provided separately. Further details of our Conflicts of Interest Policy can be provided to you on request. We will notify you of any material changes to the policy by way of a message to your Secure Mailbox.
- 25.2. We may effect transactions in which we or an associate may have directly or indirectly a material interest which may involve a conflict with the duty we owe to you. We may also arrange transactions where we owe a duty to another client which may involve a conflict with the duty we owe to you. However, we will ensure that such transactions are effected on terms that are not materially less favourable to you than if the conflict or potential conflict had not existed and that any such conflict is resolved fairly.

- 25.3. We will not be liable to account to you for any profit, commission or remuneration made or received from or by reason of any transaction in which we have a material interest.
- 26. Your Information**
- 26.1. We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This clause sets out how we may share your information with other Group companies and third parties.
- 26.2. For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our **'Privacy Notice'**) provided on our website [couths.com/privacy notice](https://couths.com/privacy-notice).
- 26.3. We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website [couths.com/privacy notice](https://couths.com/privacy-notice). We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- 26.4. In respect of any personal information relating to a third party that you provide to us, you must:
- a) notify the third party that you're providing their personal information to us and obtain their permission except where the third party is a child in which case you must notify the parent or guardian of the child and obtain their permission, unless you are the parent or guardian;
 - b) provide the third party with a copy of our Privacy Notice and the Agreement;
 - c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
 - d) ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 26.5. Your information may be shared with and used by other Group companies. We'll only share your information where it's necessary for us to carry out our lawful business activities, or where it's necessary to comply with laws and regulations that apply to us.
- 26.6. We won't share your information with anyone outside the Group except:
- a) where we have your permission;
 - b) where required for your product or service;
 - c) where we are required by law and with law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - f) with other banks to help trace funds where you're a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your Account as a result of a financial crime;
 - g) with debt collection agencies;
 - h) with credit reference and fraud prevention agencies;
 - i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
 - k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 26.7. If you ask us to, we may at our sole discretion share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your Account. We are not responsible for any such third party's use of your Account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 26.8. In the event that any additional authorised users are added to your Account, we may share information about the use of the Account by any authorised user with all other authorised users.
- 26.9. We will not share your information with third parties for their own marketing purposes without your permission.

- 26.10. We may transfer your information to organisations in other countries (including to other Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We'll only transfer your information if we're legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we're legally required to.
- 27. General**
- 27.1. This Agreement replaces all prior agreements with you under which we have agreed to provide online dealing services combined with custody of the relevant assets within a Coutts Invest Junior ISA.
- 27.2. You confirm that you are acting and will act for the account of the Child and not on behalf of any other person. We shall enter into transactions with you on the basis that we shall not incur any obligations or liabilities to any person other than you and the Child.
- 27.3. You confirm that the Child is not a United States Person (as defined by Regulation S under the United States Securities Act 1933) and also undertake to advise us should they become or intend to become either a United States Person, US Citizen or Green Card holder.
- 27.4. Unless the parties otherwise agree:
- a) This Agreement (and any dealings with you prior to being bound by this Agreement) shall be governed by English law, and shall be subject to the non-exclusive jurisdiction of the English courts; and
 - b) All communications and documentation will be in English (although a number of our Bankers are able to speak other languages if this is of interest to you).
- 27.5. A person who is not a party to this Agreement shall have no right to enforce any of its terms.
- 27.6. This Agreement is personal to you and you are not able to assign or transfer your rights and obligations under this Agreement other than to a person that replaces you as Registered Contact for the Child. We may assign and transfer all or any part of our rights and obligations under this Agreement to any person that we may determine is appropriately authorised and capable of performing the services under this Agreement to at least a similar standard (who may or may not be an associate of ours).
- 27.7. We may delegate all or any part of our functions or responsibilities under this Agreement to any person (who may or may not be an associate of ours) subject to our being satisfied that the person involved is competent to carry out those functions and responsibilities.
- 27.8. We will record all telephone conversations and electronic communications we have with you that result, or may result, in investment transactions under these Terms and Conditions. A copy of these recordings will be available on request for a period of five years and, where requested by the Financial Conduct Authority, for a period of seven years. We reserve the right to record telephone conversations with you in order to resolve problems which may arise through misunderstanding or human error and to maintain and/or improve our service. Strict controls and security will be maintained over access to recorded tapes at all times.
- 27.9. You are responsible for ensuring that any legal or regulatory provisions relating to your personal circumstances are complied with. In particular:
- a) The nature of your employment may require that you obtain your employer's prior permission to enter into an agreement with us or execute transactions. This could include, for example where you are employed by a regulated firm or are a Person Discharging Managerial Responsibilities (as defined under the Market Abuse Regulation). In addition, you will comply with any regulatory disclosures imposed on you and we will not undertake them on your behalf.
 - b) You undertake that in entering into any agreement or giving instructions that you will be in compliance with any laws or regulations relating to market abuse or misuse of confidential or price sensitive information. If you are in any doubt as to the scope of such laws or regulations you should consult your employer or legal adviser as appropriate.
- 27.10. You or the Child must not use the Coutts Invest Junior ISA for illegal purposes, which includes tax evasion, or for the deliberate exploitation of weaknesses in tax laws that apply to you or the Child. You and the Child are each responsible for your and the Child's respective tax affairs and you and the Child should seek independent tax advice from a tax adviser as appropriate to ensure you and the Child remain compliant with applicable tax laws.
- 27.11. Coutts & Co is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The address of the Financial Conduct Authority is 12 Endeavour Square, London E20 1JN. The address of the Prudential Regulation Authority is 20 Moorgate, London EC2R 6DA. The main business of Coutts & Co is banking and private wealth management. Coutts & Co's Financial Services Register number is 122287.

Junior ISA Terms and Conditions

Schedule 1

Definitions

‘Account’ means the Coutts Invest Junior ISA (comprising of a Linked Cash Account and an Investment Account) held by us in the Child’s name pursuant to this Agreement;

‘Account Limit’ has the meaning given to it in clause 10.6.a;

‘Agreement’ has the meaning given to it in clause 1.1;

‘Banker’ means your wealth manager, relationship manager or private banker, whichever is relevant;

‘Business Day’ means any day other than Saturdays and Sundays on which banks in the City of London are open for the full range of banking business;

‘Child’ means the child named on the application for the Coutts Invest Junior ISA;

‘Child Trust Fund’ means a child trust fund as referred to and described in the Child Trust Fund Regulations 2004, as amended or replaced from time to time;

‘Client Instructions’ has the meaning given to it in clause 8.1;

‘Coutts Invest ISA’ means an account which is an adult stocks and shares account as defined under the ISA Regulations opened with us;

‘Coutts Invest Junior ISA’ means an account which is a stocks and shares account as defined under the ISA Regulations opened with us in accordance with this Agreement;

‘Current Account’ means your nominated Coutts & Co current account;

‘EEA’ means European Economic Area;

‘Execution Policy’ means Coutts & Co’s order execution policy, as amended from time to time;

‘FS Client Money Rules’ means the FS Rules that relate to the holding of money for clients in connection with certain investment business;

‘FS Rules’ means the Handbook of Rules and Guidance of the Prudential Regulation Authority and the Financial Conduct Authority, as amended from time to time;

‘Fund’ or **‘Funds’** means the range of collective investment schemes that are available pursuant to this Agreement from time to time;

‘Group’ means NatWest Group of companies;

‘Investment’ or **‘Investments’** means a unit or units in a Fund;

‘Investment Account’ means the account within a Coutts Invest Junior ISA used to hold Investments;

‘ISA Regulations’ means the Individual Savings Account Regulations 1998 as amended or replaced from time to time;

‘Junior Cash ISA’ means a cash account in accordance with the ISA Regulations;

‘Junior ISA’ means a Junior Individual Savings Account in accordance with the ISA Regulations;

‘Linked Cash Account’ means the account within the Coutts Invest Junior ISA used to hold cash;

‘Losses’ has the meaning given to it in clause 13.4;

‘Nominees’ means nominee companies within the NatWest Group of companies which are wholly owned non-trading subsidiaries;

‘Platform Fee’ shall be as set out in the Coutts Invest Fee Tariff;

‘Registered Contact’ means the person who is responsible for the Coutts Invest Junior ISA and who will give us instructions in respect of the management of the Coutts Invest Junior ISA;

‘Secure Mailbox’ means the Coutts Invest online banking mailbox available pursuant to this Agreement;

‘Service’ has the meaning given to it in clause 1.1;

‘Subscription(s)’ means any payment made by you into the Child’s Coutts Invest Junior ISA during a tax year that counts towards the annual subscription limit under the ISA Regulations;

‘Third Party Custodian’ has the meaning given to it in clause 11.1;

‘UK’ means the United Kingdom;

‘We’, ‘us’, and ‘our’ means Coutts & Co;

‘Website’ means the website for the Service; and

‘You’ and **‘your’** means the person who is the Registered Contact with whom we have a contract to provide digital banking or investment service, in terms of this Agreement.

If you would like this document in another format such as Braille, large print or audio, please let us know.

Coutts & Co. Registered in England No. 36695. Registered office 440 Strand, London WC2R 0QS.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.