Individual Savings Accounts (ISAs)

APPLIES TO CLIENTS OF:
COUTTS INVESTMENT MANAGEMENT ISA
COUTTS SELF SELECT ISA
COUTTS TRACKER ISA
COUTTS CASH ISA
COUTTS ADVISED ISA
Your Client Agreement

1. The scope of the service we provide
1.1 This Agreement applies to the:
• Coutts Investment Management ISA;
• Coutts Self Select ISA;
• Coutts Tracker ISA;
• Coutts Cash ISA;
• Coutts Advised ISA;
all of which will be provided by Coutts & Co ("we", "our" or "us"). They will be referred to in this Agreement as your 'plan' unless the reference in question applies specifically to only one or more of them. The cash and investments in your plan are called your 'ISA portfolio'. The Coutts Investment Management ISA, Coutts Self Select ISA, Coutts Advised ISA and the Coutts Tracker ISA are Stocks and Shares ISAs.
1.2 Coutts & Co is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority's address is 25 North Colonnade, Canary Wharf, London E14 5HS www.fca.org.uk. The Prudential Regulation Authority's address is 20 Moorgate, London EC2R 6DA. Coutts & Co complies with the rules and guidance of the FCA and any successor body that may take over its functions from time to time (the 'FS Rules'). Coutts & Co is also approved by HM Revenue and Customs (the 'Revenue') as an ISA Manager. The address of Coutts & Co is 440 Strand, London WC2R 0QS. You should give instructions and notices in connection with this Agreement to us at the address referred to in clause 22.1.
1.3 Where applicable, any investment management will be provided by Coutts & Co.
1.4 We shall treat you as a Retail Client for FCA purposes.
1.5 We may amend any part of this Agreement (including the Coutts ISA Fee Tariff) by giving you at least 30 days' notice (unless clause 1.7 applies). We will only make changes for good reason including but not limited to:
1.5.1 Making the terms of this Agreement clearer or more favourable to you;
1.5.2 Reflecting legitimate increases or reductions in the cost of providing the relevant services to you;
1.5.3 Providing for the introduction of new systems, services, changes in technology and products;
1.5.4 Rectifying any mistakes that may be discovered in due course;
1.5.5 Reflecting a change of applicable law or regulation.
1.6 If we amend this Agreement and you are not happy with the changes, you are able to transfer your ISA to another ISA Manager in accordance with clause 16, or close your plan in accordance with clause 18 of this Agreement.
Where you have decided to transfer your ISA or close your plan because of changes that we have made to this Agreement, we will not charge you the fees and charges that we would normally apply in this circumstance, as long as you notify us of your wish to transfer or close your ISA within 30 days from receipt of the relevant notice of variation.
1.7 Any amendment which is made to reflect a change of applicable law or regulation, or which is in your favour, may take effect immediately or otherwise as we may specify.
1.8 This Agreement should be read in conjunction with the Coutts ISA Fee Tariff and the relevant ISA application form.
1.9 Unless otherwise specified, the provisions below apply to all Coutts ISAs.

2. How we will run your plan
2.1 When we accept your application, or if we have already accepted your application, we will run your plan in the way we set out in this Agreement and in accordance with the Individual Savings Account Regulations 1998 as amended ('the Regulations').
2.2 If you are employed by a business engaged in regulated investment activities, as defined in the Financial Services Act 2012 you must get any necessary permission for us to run your plan. Where this applies to you, we will run your plan on the basis that you have received this permission and have notified us of any restrictions upon investments you may hold in your ISA portfolio.
2.3 If you transfer your ISA to us (see clause 15) and your previous ISA Manager has held your ISA components as separate plans for each subscription year, we will merge them into one Stocks and Shares ISA. If you ask us to merge different products, we will be unable to de-merge at a later date.
2.4 Subscriptions can only be made to an ISA in accordance with the annual subscription allowances (see current Coutts ISA brochure for details).
2.5 Money, which we hold on your behalf, will be held by us as banker and not as trustee (or in Scotland as agent) and, as a result, the money will not be held in accordance with the FS Rules.
2.6 You confirm that any information which you have provided to us is complete and correct and that you will notify us promptly if there is any material change to any of that information. You will provide any other information that we may reasonably request at any time in order to enable us to comply with our regulatory and contractual obligations. You acknowledge that a failure to provide any information requested by us may adversely affect our ability to provide services to you under this Agreement and the quality of the services that we may provide.

3. Applying for an ISA
3.1 Other than as set out in clause 3.4, applications for Coutts ISAs must be made in writing using the correct application form. We reserve the right to return any application not correctly completed.
3.2 The ISA will begin on the date we have a valid application and a valid subscription both accepted by us. Where applicable, applications remain valid for subscriptions made in the next and consecutive tax years. Where a break between subscriptions lasts for a whole tax year or more, you must make a fresh application before subscriptions can begin again. See the ISA application form for more details.
3.3 If we accept your application we will open your account within five working days.
3.4 Where you are an existing Coutts ISA client, we may, in certain circumstances and at our discretion, accept an application for a Self Select ISA over the telephone. In such a case, the ISA will begin on the date the telephone declaration is completed and your subscription has been received and accepted by us. We will send you a written declaration which will confirm the details provided by you over the telephone and on the basis of which the application has been accepted. A copy of this declaration must be...
signed by you and returned to us. It is your responsibility to ensure that this declaration is accurate and complete.

**Cancellation**

3.5 You have the right to cancel your application for a Coutts ISA within 14 days from the date on which your plan is opened by writing to Coutts ISA Office, Premier Place, 2 1/2 Devonshire Square, London EC2M 4BA. In the case of transfers, the 14 day period runs from the date on which your instruction was given. Upon cancellation you will be entitled to a proportionate refund of any applicable fees which you have paid but, in respect of any transactions already effected in your plan, you will not be entitled to a refund of any commission paid to brokers or (depending on market fluctuations in the intervening period) necessarily the full amount of your original investment.

3.6 If you cancel a transfer, you can instruct us to do one of the following:
- The ISA can close and the investments and/or proceeds be returned to you;
- The ISA can be transferred back to your original ISA manager; or
- The ISA can be transferred to any other manager. The cancellation slip we send you will outline these options.

4. **Stocks and Shares ISAs**

4.1 The following types of Coutts ISAs are Stocks and Shares ISAs:
- 4.1.1 Coutts Tracker ISAs;
- 4.1.2 Coutts Self Select ISAs;
- 4.1.3 Coutts Advised ISAs;
- 4.1.4 Coutts Investment Management ISAs.

4.2 Subscriptions can be made as follows:
- 4.2.1 For Coutts Tracker ISAs, subscriptions can be made by cheque (see clause 4.3 (a)), debit card (see clause 4.4), or by transfer from a Coutts account held in your joint or sole name (see clause 4.3 (b));
- 4.2.2 For Coutts Self Select ISAs, subscriptions can be made by cheque (see clause 4.3 (a)), debit card (see clause 4.4), ‘Bed and ISX’ (see clause 4.6), by using shares from an approved SAYE share option scheme or a Share Incentive Plan (see clause 4.7), or by transfer from a Coutts account held in your joint or sole name (see clause 4.3 (b));
- 4.2.3 For Coutts Advised ISAs or Coutts Investment Management ISAs, subscriptions can be made by cheque (see clause 4.3 (a)), debit card (from your designated account in the case of Coutts Advised ISAs) (see clause 4.4), ‘Bed and ISX’ (see clause 4.6), by using shares from an approved SAYE share option scheme or a Share Incentive Plan (see clause 4.7), or by transfer from a Coutts account held in your joint or sole name (see clause 4.3 (b));
- 4.2.4 All subscription cheques for any Stocks and Shares ISAs must identify you as the account holder, i.e. they should be drawn on an account in your name or to which you are a party. Cheques must not exceed the amount you are eligible to subscribe. We cannot accept third party cheques, even from spouses or civil partners, in order that we can comply with Money Laundering regulations and requirements of the Financial Conduct Authority.
- 4.2.5 We cannot accept transfers from accounts in the names of third parties, even spouses or civil partners, in order that we can comply with the requirements of applicable regulation.

4.3 Where a subscription or payment is made by debit card and we do not receive the funds from the debit card provider, we will sell investments from your portfolio to meet any costs incurred.

4.4 Under normal circumstances, dealing will take place within a maximum of five working days of receipt of your instructions to deal.

4.6 Where indicated above, you may be able to use selected existing shares to subscribe to an ISA, provided they are sold and re-purchased. You may only do this where agreed with us. This process is known as ‘Bed and ISX’ and will be subject to commission at our published rate of charges.

4.6.1 For all existing shares used to subscribe to a Coutts Self Select ISA, a Coutts Advised ISA or a Coutts Investment Management ISA, you must be the person registered as holder of the shares to be sold.

4.6.2 We will only raise sufficient money from the sale of your shares to ensure that the full proceeds can be subscribed to your ISA. Under normal circumstances dealing will take place within five working days of receipt of your completed application and the required instructions, forms and certificates.

4.6.3 A balance certificate for any excess shares will be sent to you. This could take up to six weeks from the date of the transaction to reach you.

4.6.4 If for any reason the certificates are invalid or cannot be used for delivery, we will seek to recover from you any costs involved.

4.6.5 After we sell your shares you may still receive shareholder rights for a short time, including dividends, which are due to the new owner. We shall claim these from you when instructed by the market.

4.7 Where indicated above, subscriptions can also be made by directly transferring shares into your ISA if they have been acquired by you from an approved SAYE share option scheme or a Share Incentive Plan, previously known as an Approved Employee Share Ownership Plan, which are quoted in sterling on the London Stock Exchange. Shares cannot be directly transferred into your ISA in any other circumstances. The market value of the shares at the date of transfer counts as the amount subscribed to the ISA. The total of the share value and any other cash subscribed to the ISA must not exceed the subscription limits. The date of transfer is the date we accept the shares and will be when we receive the share certificate and all other relevant documentation fully completed.

4.7.1 You must subscribe shares from an approved SAYE share option scheme into your ISA within 90 days of the exercise of option date.

4.7.2 You must subscribe shares from a Share Incentive Plan into your ISA within 90 days after the shares cease to be subject to the plan.

All subscriptions including share exchange or qualifying employee schemes will be subject to our end of tax year deadlines. Where you subscribe to the same type of Stocks and Shares ISA in more than one tax year, each year’s subscriptions will be merged together as one portfolio.

**Cash ISA**

You cannot apply for a Cash ISA as this is a closed product for new subscriptions.
5. **Investing in a Coutts Investment Management ISA**

5.1 We will invest funds or change investments held in the portfolio in accordance with the authority contained in the application form. Coutts & Co will provide investment advice and we will administer the plan. The investment management service agreement that you have with Coutts & Co will apply to the funds in your plan.

5.2 Subject to complying with the Regulations and being permitted by us for investment, you may hold the following types of investment within a Coutts Stocks and Shares ISA:

- Shares (including Investment Trusts), preference shares, or other securities listed on the London Stock Exchange (LSE) or the Alternative Investment Market (AIM). This excludes Warrants and nil paid rights purchased in the market;
- Overseas shares listed on a range of international markets in Europe, North America and Asia/Pacific. Certain overseas assets are excluded due to restraints or restrictions around the custody of assets. Please note that cash held within an ISA must be held in sterling only. Therefore where applicable a foreign exchange transaction will be carried out when trading overseas shares– see the ISA Tariff and the Coutts Execution Policy for further information. With regard to US shares and securities you must sign and return a W-8BEN form and return it to us before we can accept a trade instruction. Copies of this form are available from us on request;
- Collective Investment Schemes (ie investment funds), including qualifying authorised Unit Trusts, units or shares in qualifying UCITS or OEICs, as well as Exchange Traded Funds, and Exchange Traded Commodities that can be traded on a UK or European recognised stock exchange. Collective Investments will also be subject to the Terms and Conditions of the Fund’s Manager;
- Fixed Income Securities including UK and European Government and Corporate Bonds, subject to minimum size if applicable;
- Shares being brought to listing that are issued in a public offer, which includes offers for sale and offers for subscription, and where the shares are qualifying or will be qualifying within 30 days of the date on which they are allotted or allocated, and subject to our agreement;
- Cash held in sterling;
- Any other investment qualifying under the Regulations and which is permitted by us for investment.

5.3 Your Investment Management ISA will form only one constituent part of an overall discretionary or advisory investment management portfolio. For this reason the investment and risk profile of your ISA will vary from the investment profile schedule that is agreed for the overall investment management portfolio.

5.4 As your Investment Management ISA forms part of an overall portfolio, in the event that the portfolio service is terminated any ISAs held within that portfolio service will, unless otherwise agreed with us, and subject to execution of the necessary documentation, become Coutts Self Select ISAs, and therefore would become subject to clause 6 of this Agreement.

6. **Investing in a Coutts Self Select ISA**

6.1 The funds may be invested in the investments set out in clause 5.2. If you request us to invest in a Collective Investment Scheme on your behalf, where applicable we will require confirmation from you that you have read the relevant Key Investor Information Document before a subscription or purchase order can be accepted. We will provide you with the relevant Key Investor Information Document if required.

6.2 Acquiring such investments from cash held within your ISA is subject to our agreement.

6.3 Further information on risks and the nature of certain qualifying investments is set out in the Schedule, Dealing in Investments, a copy of which is available on request.

7. **Investing in a Coutts Tracker ISA**

7.1 We will invest funds or change investments held in the portfolio in accordance with the authority contained in the application form on a discretionary basis, ie, you entrust your funds to Coutts & Co as investment managers to invest on your behalf in the most appropriate Collective Investment Scheme(s).

7.2 The funds will be invested in a FTSE All-Share Tracker Collective Investment Scheme(s), provided that the units purchased may only be either income or accumulation units and that the cost of any exit charge would not disadvantage you at the time of any future change of investment.

7.3 Any change in the underlying Collective Investment Scheme(s) will be completed within seven working days. Collective Investment Scheme deals will normally be placed within seven working days following receipt of instructions from Coutts.

7.4 The Coutts Tracker ISA is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited (‘FTSE’) or by the London Stock Exchange Limited (the ‘Exchange’) or by ‘The Financial Times Limited (‘FT’) and neither FTSE nor the Exchange nor the FT shall be liable (whether through negligence or otherwise) to any person for any error in the Index and neither FTSE nor the Exchange nor the FT shall be liable (whether through negligence or otherwise) to any person for any error in the Index and neither FTSE nor the Exchange nor the FT shall be liable to any person for any error in the Index.

8. **Investing in a Coutts Advised ISA**

8.1 The funds may be invested in the investments set out in clause 5.2.

8.2 A Coutts Advised ISA is an ISA in which you have invested on the basis of investment advice from us under the Coutts Wealth Management Advice Service, the Coutts Focused Wealth Management Advice Service, or such other investment advice service as we may offer from time to time. It is not an ISA arranged within one of our portfolio management services which are described as ‘Investment Management ISAs’.

8.3 You may remain invested in your Coutts Advised ISA, regardless of the fact that you may have ceased receiving investment advice from Coutts. However, should you ever wish to deal with the assets held within your Coutts Advised ISA on a non-advised basis, we may require you to first transfer your ISA to a Self Select ISA, by completing the relevant form which is available upon request.
8.4 Your Advised ISA will form only one part of the assets in relation to which we provide our investment advice under the relevant investment advice agreement. For this reason, the investment objective and risk profile of your ISA may vary from the investment objective or risk profile that applies to your investments as a whole or, where applicable, that of the other assets allocated to seeking to achieve the same investment objective and risk profile as those in the Advised ISA.

9. Buying and selling investments within your ISA
9.1 We will only invest funds or change investments held in the ISA portfolio on your instructions or those of your authorised representative. For Self Select ISAs or Advised ISAs you may give us dealing instructions orally or in writing. You should confirm oral instructions in writing as soon as possible.

9.2 Any investment made must comply with clause 5.2. If an investment is made by us on your instructions, or those of your authorised representative, in good faith and is subsequently found to be non-qualifying under the Regulations, any losses (other than those arising from our negligence or breach) or profits will be passed to you and all commission charged on the transaction will be refunded. The Revenue may require the money or investment to be removed from your plan.

9.3 For Self Select ISAs, where required by the FS Rules, we will assess whether any investment is appropriate for you. Please note that, where we are under an obligation to carry out this assessment in respect of a particular transaction, there may be a delay in implementing your instructions.

9.4 Where we execute or arrange for the execution of transactions on your behalf, we are under a regulatory duty to take all reasonable steps to obtain the best possible result for you. How we execute and/or arrange for execution of transactions on your behalf is set out in our Execution Policy. A summary of our Execution Policy is provided to you separately. By entering into this Agreement, you confirm your consent to the Execution Policy. You will be given notice of any material changes to that policy.

9.5 By entering into this Agreement, you agree that we may instruct a stockbroker to deal on your behalf and this may be otherwise than on a Regulated Market or Multilateral Trading Facility (as defined in the FS Rules).

9.6 Under normal circumstances, telephone deals will be placed on the same day they are received. Collective Investment Scheme (ie investment funds) deals will normally be placed on the working day following receipt of your telephone instructions. Under normal circumstances, in respect of written instructions, deals will be placed a maximum of five working days after receipt of such instructions. Please note that any price quoted prior to a deal is indicative only, unless otherwise stated.

9.7 Where you place a limit order in shares which are not immediately executed, the order is put on the market for a number of days, since you can only carry out a transaction if funds are available in your plan. When giving us instructions of this nature, you are accepting the risk from such a transaction.

9.8 You may place a limit price on your dealing instruction, which can be valid for up to 30 calendar days. Should you wish this to carry over to the next available dealing day, then you will need to place the instruction again. Where you place a limit order in shares which are admitted to trading on a Regulated Market and that order is not immediately executed under prevailing market conditions, by entering into this Agreement you instruct us not to make the order public.

9.9 Settlement will take place on the date shown on the trade confirmation, which we refer to as a ‘Stock Transaction Report’.

9.10 Different types of investment, such as equities, gilts, Collective Investment Scheme(s), sterling Eurobonds and corporate bonds have different settlement timescales. Due to these differences, switching from one type of investment to another may result in your being out of the market for a number of days, since you can only carry out the transaction when funds are available in your plan. When giving us instructions of this nature, you are accepting the risk from such a transaction.

9.11 If you sell Collective Investment Scheme(s) to buy shares, there can be a time lag of two to three working days for the notification of the sale price. If you wish to make a purchase immediately, we will estimate the funds available using the latest selling price less 5%.

9.12 Exchange rate conversions undertaken on your behalf will be combined with those of other clients, with the proceeds being allocated to the nearest round figure. We may retain the difference. Details of exchange rate will be reported to you in your Stock Transaction Report if applicable or your periodic statement, and are also available on request.

9.13 If you choose to convert between income and accumulation units within the same Collective Investment Scheme(s) held in your plan, there may be a small administrative charge. Details are available on request.

9.14 You are advised that, if any transaction within your Coutts Self Select ISA or Advised ISA relates to a security issued by a company currently involved in a takeover situation, you may be obliged to report the transaction to The Stock Exchange.

10. Uninvested cash in your Coutts Self Select ISA
Coutts Advised ISA
10.1 Dividends, income tax reclaim and interest held for distribution on a quarterly basis and uninvested cash will not earn interest.

Coutts Tracker ISA
10.2 Dividends, income tax reclaim and interest held for distribution on a quarterly basis and uninvested cash will not earn interest.

Investment Management ISA
10.3 Cash that we hold on your behalf may earn interest; details of the prevailing rates are available on request.

10.4 Interest will start to accrue three working days after receipt of cash.

11. Holding cash in the Coutts Cash ISA
11.1 Interest will be paid on cash held in the Coutts Cash ISA at an annual equivalent rate not less than 0.5% below the published Coutts Base Rate. We will pay the interest into your ISA every three months. In the event of a change to the Coutts Base Rate, we will adjust the level of interest payable within seven working days and the new rate will take effect from the date of the Coutts Base Rate change.

11.2 Any change to the Coutts Base Rate will be advertised by publishing notices in the Financial Times, The Times and The Daily Telegraph. Alternatively, further details regarding our interest rates in respect of the Coutts Cash ISA are available on request or on the website www.coutts.com.

11.3 Interest will start to accrue three working days after receipt of funds.

11.4 If the interest rate on your Coutts Cash ISA falls by more than 0.25 percentage points compared with any change in the Bank of England Base Rate, we will notify you in writing within 30 days.
12. How we hold your investments

12.1 Investments we hold on your behalf will, unless alternative arrangements are agreed, be registered in the name of one or more of our nominee companies within The Royal Bank of Scotland Group of companies (the 'Group') which are wholly owned non-trading subsidiaries (‘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 and which may be based either in the UK or overseas, or, in limited circumstances, in our own name.

12.2 You are and must remain the beneficial owner of the investments in your plan.

12.3 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 this Agreement, or otherwise in accordance with your instructions.

12.4 Where possible and practicable under local law or the rules applicable to the relevant custodian, investments will be held by custodians acting on our behalf 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, your assets 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.

12.5 Your investments will not be lent to third parties and must not be used as security for loans.

12.6 Share certificates or other documents evidencing title to plan investments will be held by us or as we may direct.

12.7 Investments may be held under specific and/or general pooling arrangements, which may mean that your investments may not be identifiable 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 clients 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 clients affected.

12.8 Entitlements to fractions of investments or rights which cannot be fully apportioned will not be allocated to you, but will be sold and the proceeds donated to a charity of our choice.

12.9 We accept liability for the acts and omissions of members of the Group from time to time resulting from their negligence, wilful default or fraud, but only in relation to the matters contemplated by this Agreement. We shall not be liable for any loss arising as a result of the default or actions of any other appointed custodian, except to the extent of our failure to exercise due skill, care and diligence in the selection and retention of the custodian.

12.10 We shall account to you for any income received from the investments we hold on your behalf in accordance with your instructions as from time to time amended by you. Any income arising from the investments will be taken in cash unless otherwise agreed with you. Any amount received by us or our Nominee in respect of an equalisation payment will be paid to you as if the holding were registered in your name, and we shall rely on our records rather than those of the manager of the relevant payments when making this payment. In relation to other payments, any such payment will be divided pro-rata among those persons entitled to it, and you may not receive exactly the same amount as would be the case if the holding were registered in your name.

12.11 We will only exercise any voting rights relating to the investments comprised in your ISA portfolio if you instruct us to do so.

12.12 Where there is a UK authorised fund comprised in your ISA portfolio, to the extent we make information about that fund available to you:

12.12.1 we may notify you that we have received a copy of the short form report from the fund in such way as we consider appropriate, including by way of an electronic communication

12.12.2 we may send you a copy of any document or notification we receive which the authorised fund manager or depository of a fund is required to provide under the FS Rules in such manner as we consider appropriate, including by way of an electronic communication.

In certain circumstances, where we receive a request from the authorised fund manager of any such fund for information relating to the beneficial owners of interests in the fund for the purposes of its liquidity management, we may be required by the FS Rules to provide that information as soon as reasonably practicable. You accept that the authorised fund manager may be able to identify you 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. In other cases, if you request us to do so, we will use reasonable endeavours to make arrangements for you to receive Fund or company annual reports. Otherwise, we shall not send you any notice or communication from any Fund or company.

12.13 We may use CREST or other recognised settlement systems (together ‘Settlement Systems’) to settle transactions and to maintain electronic records of clients’ holdings in securities that are dematerialised and allow a sub-custodian to do so. The rules applicable to the use of the relevant Settlement System will apply to all dealings in dematerialised securities conducted on your behalf. Any securities held in a Settlement System must be beneficially owned by you, and not subject to any other person’s interest or charge. Except for the situations detailed in our agreement with the provider of any Settlement System, the provider is not liable directly or indirectly for the operation of or any interruption to the relevant Settlement System, and will be entitled to act on any instructions or information received through the Settlement System which are in accordance with the Settlement System rules from time to time in force. The provider may have a security interest or charge over any investment held in a Settlement System. You authorise us to act on your behalf in respect of any such Settlement System and to enter into any arrangement we consider necessary to facilitate the clearing or settlement of your transactions through such Settlement System. The provisions of this sub-clause will be regarded as being acknowledged by you to the provider of any such Settlement System, as well as to us.

12.14 Your cash or investments may from time to time be transferred to a third party such as an exchange, clearing house or intermediate broker for the purposes of a transaction with or through that person or to meet your obligations to provide collateral for that transaction.

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

12.16 Neither we nor any Nominee shall be required to assume liability for settlement of any investments unless and until, in the case of a purchase, immediately available cleared funds of the appropriate currency are provided by you or, in the case of sale, we or any Nominee are in possession of the particular investments to which that sale relates. If we credit any of your settlement accounts with any amount as a result of a payment we expect to receive for your account but which we do not subsequently receive, then we shall be entitled to recover such amount from you.

12.17 Neither we nor any Nominee shall be required to account for proceeds of sale or other disposal of investments unless and until cleared funds have been received in respect thereof, provided that if we or the Nominee shall account prior to receipt of funds and the funds are not in fact received (whether or not such non-receipt shall be known to you) then you shall compensate us or the Nominee against all losses.

12.18 In respect of the Coutts Investment Management ISA and Coutts Tracker ISA, unless you instruct us to the contrary, we will exercise any voting rights relating to the investments in the portfolio in accordance with instructions received from Coutts & Co, in accordance with the authority contained in the application form. We shall not be liable for any loss or claim arising from the exercise or non-exercise of voting rights.

12.19 In respect of the Coutts Self Select ISA and Coutts Advised ISA, if you, as beneficial owner, advise us, we will use all reasonable endeavours to exercise any voting rights in respect of your plan investments, otherwise we will not exercise any voting rights. It will not be possible for us to participate in or arrange participation in any Class Actions or enforce any other claims or rights of action in respect of any investments regardless of whether you have a current relationship with us or have closed your relationship with us.

13. In the event of a takeover, rights issue or similar important event

13.1 Where the investments held in your plan are subject to change as a result of a takeover, a demerger, a capital reorganisation, a rights issue or bonus issue or similar issue, we will advise you or your authorised representative of the options available, and how you should reply if you wish to make an election. Instructions received in this office will be irrevocable on receipt. We will include a default option which we will only use where we do not receive instructions from you or your authorised representative.

13.2 Further instalments for either nil paid or partly paid shares must be paid for from funds within your plan.

13.3 Bonus issues of shares or units and other shares or units received as a result of an event referred to in clause 13.1 can be retained in your plan as long as they are qualifying investments.

13.4 If the new shares or units are not qualifying investments, on your instructions or those of your authorised representative, we can either sell them within 30 days of their issue and reinvest the proceeds into qualifying investments within your ISA or transfer them to you outside the plan, subject to payment of an administrative charge.

13.5 In the event of a takeover or redemption, we will elect to receive and pay the proceeds into your plan in sterling, converting non-sterling proceeds where necessary, within ten working days of receipt by us.

13.6 In the event of a rights issue, the cash to pay the call must be held in the same plan. We can sell and keep the proceeds from any fractions of shares, or securities and other rights which we cannot fully allocate to your plan.

13.7 We cannot accept instructions received after the final cut-off date which is advised to you and are not liable for third parties failing to deliver instructions in time.

13.8 Where more than one type of ISA is held the holdings will be treated separately and not amalgamated.

14. Collecting dividends and similar benefits, and reclaiming tax

14.1 We will collect dividends and similar benefits due to your plan on your behalf. Where scrip dividends are available as an alternative to cash, we will normally accept the cash option. In the case of foreign dividends we will not reclaim any tax.

14.2 You will not qualify for shareholder perks on any shares in your plan.

14.3 We may keep any remaining proceeds from bulk exchange rate conversions resulting from receipt of non-sterling denominated dividends.

15. Transferring other ISAs to us

15.1 You can transfer your entire ISA, or part thereof, and the associated rights and duties to us, subject to the restrictions detailed below.

15.2 If your existing ISA includes investments not permitted in our ISA, for example certain Collective Investment Scheme holdings, we will ask your ISA Manager to sell them and arrange the transfer of the cash proceeds to us.

15.3 Any transfer instruction must be made in writing using the correct transfer application form.

15.4 If you have a Cash ISA with your existing ISA Manager and wish to transfer this to us, this will be transferred into a Stocks and Shares ISA.

15.5 Any dividend, tax reclaim, interest or cash balance received from the old plan manager will be added to the Stocks and Shares ISA.

15.6 To partially transfer ISAs to us, you will need to specify whether the transfer is for the current tax year or a previous tax year. You will also need to state exactly what cash or investments are being transferred. We will liaise with the other plan manager and advise you if the transfer can be carried out.

15.7 The current year’s ISA subscription must be transferred in full and, if only previous years’ are to be transferred, the full subscription value of the current year’s subscription must remain with the old plan manager.

15.8 If your ISA Manager has held your ISA as separate plans for each subscription year, we will merge them into one ISA.

15.9 You can only transfer cash, but not stock, into the Coutts Tracker ISA.

15.10 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 plan managers.

15.11 In order to comply with Money Laundering regulations and requirements of the Financial Conduct Authority, we will be unable to commence your transfer to a Coutts Self Select ISA, until your identity and address have been verified. This will still apply even if you have an existing ISA with us.

15.12 We cannot accept transfers of Eurobonds and Collective Investment Schemes. If you hold these in your plan they will be sold and the cash proceeds transferred to us.

15.13 Please note that your existing plan manager may levy an exit charge on transfer and transaction fees may be payable if the transfer requires the sale of investments held in your plan.
15.14 Please note that if your plan investments are sold, there will be a period during which your ISA is held in cash. You understand and accept that while your ISA is held in cash there may be a potential loss of income or growth if the stock market rises. The converse may be true if the stock market falls.

16. Transferring your ISA to another ISA Manager

16.1 You can transfer your entire ISA to another plan manager, subject to our published charges.

16.2 The transfer process will begin after receipt of completed documentation and payment of any applicable charges.

16.3 We will try to complete the transfer process as quickly as possible, and certain within 30 days of the receipt of completed documentation and payment of applicable charges (for Cash ISAs we will send the cash and accompanying information to the new plan manager within five business days of receipt of the transfer instruction from the new plan manager); however, we cannot be held responsible for delays on the part of other plan managers.

16.4 You may stipulate a time within which the transfer should be completed, subject to the minimum periods specified in clause 16.3.

16.5 Please note that certain holdings in Eurobonds and Collective Investment Schemes must be sold and the cash proceeds transferred.

16.6 Please note that holdings in Coutts Investment Programmes and Coutts Multi Asset Funds cannot be transferred out and must be sold and the cash proceeds transferred.

16.7 We will liaise with the other plan manager after you have notified us of your wish to transfer, and advise you if the transfer can be carried out.

16.8 Where the new plan manager will not accept payments of income received after completion of the transfer we will pay the income directly to you.

17. Withdrawals from your plan

17.1 You may at any time withdraw part of your ISA portfolio, as long as you have paid any outstanding fees or charges first and the funds are cleared, which will normally be after three working days. Instructions to withdraw cash and investments from your portfolio must be given in writing and signed by you. Fax, email or copy instructions to withdraw cash or investments will not be accepted.

17.2 Withdrawals will normally be paid in accordance with clause 17.6, in sterling within three working days of receipt of your letter or one day after the settlement date shown on the Stock Transaction Report, whichever is the later.

17.3 Withdrawal proceeds from the Coutts Cash ISA will normally be paid in accordance with clause 17.6 within seven working days of receipt of your instructions.

17.4 Where you require investments to be transferred out of your plan, we will try to complete the transfer as quickly as possible and certain within 30 days of receipt of your instructions.

17.5 You may stipulate a time within which the withdrawal should be made, subject to a minimum of the timescales referred to in the previous clauses in this section referring to the different types of withdrawal.

17.6 In order to comply with Money Laundering regulations and requirements of the Financial Conduct Authority, all withdrawal proceeds from the Coutts Self Select ISA, the Coutts Cash ISA or the Coutts Advised ISA must be remitted directly to a UK bank account in your own name or to which you are a party. We are unable to issue funds to a third party. All withdrawal proceeds from the Coutts Self Select ISA, Coutts Advised ISA and Coutts Cash ISA, we are only able to transfer stock directly into your own name and all funds must be remitted directly into a UK bank account in your own name or to which you are party. We are unable to issue funds or transfer stock to a third party.

18. Closing your plan

18.1 Either you or we can end this Agreement by giving 30 days’ written notice. Fax, email or copy instructions to withdraw cash or investments will not be accepted.

18.2 Before your plan can be closed, we will finish any uncompleted dealings and require payment from you for any outstanding transactions, fees and expenses. Re-registering stock into your name will be subject to our published charges. Distributions received by us on your behalf after closure may, depending on the amount received, be retained by us. No interest will be paid on any funds received after closure.

18.3 In order to comply with Money Laundering regulations and requirements of the Financial Conduct Authority in respect of a Coutts Stocks and Shares ISA or Coutts Cash ISA, we are only able to transfer stock directly into your own name and all funds must be remitted directly into a UK bank account in your own name or to which you are party. We are unable to issue funds or transfer stock to a third party.

18.4 Please note that holdings in Eurobonds, Coutts Investment Programmes, Coutts Multi Asset Funds and other Collective Investment Schemes cannot be transferred out and must be sold and the proceeds withdrawn.

19. In the event of your death

19.1 Any interest or dividends received after the date of death are subject to tax. Your personal representative will be advised of the market value of your plan at the date of death.

19.2 We will require a certified copy of the Grant of Representation (in Scotland, a Grant of Confirmation) before we can act on administrators’ or executors’ instructions.

20. Our charges and remuneration for providing the service

20.1 For the Coutts Investment Management ISA, details of all fees and charges are contained in either the current Coutts ISA Fee Tariff or within the relevant tariff for your discretionary or advisory portfolio.

20.2 For the Coutts Self Select ISA, Coutts Advised ISA and Coutts Tracker ISA, we will levy an administration fee plus VAT in line with the frequency specified in the current Coutts ISA Fee Tariff and any other charges for specific transactions as they occur, in accordance with our published charges. Further details of our charges are provided in the current Coutts ISA Fee Tariff or on request.

- For Coutts Self Select ISAs or Coutts Advised ISAs they can be collected by Direct Debit from a Coutts & Co bank account. Alternatively, they can be levied from an income account if one exists. If there is no income account, or insufficient funds, any fees not collected when due will be collected at such time as we determine at our discretion.

- For Coutts Tracker ISAs, they must be paid by Direct Debit.
20.3 Purchases and sales of investments will be subject to stockbroking commission in accordance with our published charges, together with stamp duty payable on purchases. For Bed & ISA transactions, commission will be charged outside of the plan on the sale transaction.

20.4 We can sell investments from your ISA portfolio to meet the costs of any amounts you have to pay us.

20.5 Coutts Cash ISA has no administration or dealing charges.

20.6 We may receive and shall, in such circumstances, retain any payment received from a Collective Investment Scheme fund manager in respect of client funds which remain invested with them, but only in accordance with applicable regulations. Where a RBS Group company is fund manager or provider in relation to a Collective Investment fund into which your Coutts ISA is invested that company may also receive a fee from funds. Such fees and commissions will only be received in accordance with applicable regulations.

20.7 If any other charges are payable, because of any additional service we provide you with, we will advise you of that charge in writing beforehand or at any time you ask.

20.8 You may need to pay other additional costs, including duties and levies that are not paid via us or imposed by us. We will where possible notify you of any such costs that arise.

21. Keeping you informed

21.1 You will be provided with a statement at least every six months. This will show the content and value of your ISA portfolio, the details of all fees and charges incurred during the period and the essential details of all transactions since the previous statement. If you have chosen to have income paid out of your plan, you will also receive income statements every three months. You have the right to request statements to be provided every three months, if you have a Coutts Tracker ISA. Statements for Investment Management ISAs will be included in the main statement for your entire portfolio under your investment management service agreement terms and conditions.

21.2 The price(s) used to value your holding of shares or securities will be the closing middle market price, which is halfway between the buying and selling prices published in the London Stock Exchange Daily Official List. The price used to value units in authorised Collective Investment Schemes is the bid or selling price at close of business on the date shown on the statement or valuation. The price used for shares in a Collective Investment Scheme(s) is as defined in the Financial Conduct Authority’s Collective Investment Schemes source book (as amended).

21.3 The benchmark comparison for Coutts Tracker ISA is the FTSE All Share Index. Benchmarking for Investment Management ISAs will be in line with the benchmarking for your portfolio.

21.4 You will receive a Stock Transaction Report of all transactions if you have a Self Select ISA, Advised ISA or a Tracker ISA. If you have a Coutts Investment Management ISA, unless otherwise requested, you will not receive a Stock Transaction Report, but you will receive full details of any transactions in your periodic statement.

21.5 On receipt of your written request, and subject to our published charges and a reasonable period of notice, we will endeavour to arrange for you to:

• receive a copy of the annual report and accounts of companies in your ISA. Copies of companies’ annual report and accounts are often available from the company direct or via the Internet free of charge;

• attend company meetings;

• vote on resolutions and receive other information issued to shareholders in respect of every company, Collective Investment Scheme(s) or other investment within your plan.

22. Giving us instructions other than for dealing

22.1 All instructions and notices, with the exception of telephone dealing instructions, must be in writing and sent to Coutts ISA Office, Premier Place, 2 1/2 Devonshire Square, London EC2M 4BA. The date of receipt at this address will be treated as the date of the instructions. All instructions and notices must be in English. Fax and email instructions will not be accepted.

22.2 We can contact you by telephone or in writing to obtain or clarify instructions but will not be liable if we do not do so.

22.3 By signing this Agreement, you are confirming that you are willing for us to contact you from time to time by telephone or other non-written means to discuss the investments or other investments which we believe may be of interest to you.

22.4 We will record any telephone conversations to help resolve any problems as a result of misunderstanding or human error.

22.5 A Power of Attorney will only be accepted in accordance with the Regulations.

23. If you have any complaints

23.1 If you feel you have cause to complain about us, you should put this in writing as follows:

Investment Management and Advised ISA clients
Please write in the first instance to your Coutts Relationship Manager.

Self Select ISA/Tracker ISA and Cash ISA clients
Please write to the Senior Manager of Coutts ISA Office, Premier Place, 2 1/2 Devonshire Square, London EC2M 4BA. A leaflet detailing our complaint handling procedure is available on request.

23.2 If, having given us the opportunity to resolve your complaint, you remain unhappy, you can write to the Financial Ombudsman Service.

23.3 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 £50,000 per person. FSCS cover is not available for loss of money resulting from performance of the investment.

23.4 In respect of deposits, most individuals, businesses and corporations can claim back up to £85,000 (or £85,000 for each eligible account holder of a joint account). 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.

24. Our liability

24.1 We will not be responsible for:

• any loss or damage suffered by you;

• any fall in the value of the ISA portfolio;

• your ISA portfolio failing to produce a return on capital invested; unless it arises directly from our, or our agents’ or subsidiaries’ negligence, wilful default or fraud, or from a breach of FS Rules or the Financial Services Act 2012.
24.2 We can delegate or transfer our rights and duties to agents and any of our subsidiaries, subject to our being satisfied that the agent or subsidiary involved is competent to carry out the duties.

25. **Conflicts of interest**

25.1 We may carry out transactions in which we or an Associate may have 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 any transactions are carried out 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.

25.2 A summary of our conflicts of interest policy, including the types of conflicts that may arise, will be provided to you. Further details of our conflicts of interest policy can be provided to you on request. You will be notified of any material changes to the policy.

25.3 We do not have to account to you for any profit or benefit we, or connected companies, get from any dealings on your behalf.

26. **Disclosing information to the authorities**

We can disclose, or allow to be disclosed, any information relating to you or your plan to any relevant authority, such as the Financial Conduct Authority, Prudential Regulation Authority, HM Revenue & Customs or the London Stock Exchange. We can do this even if the law does not require it. If we act in good faith, we are not liable for making the disclosure.

27. **General**

27.1 We will tell you if your plan has, or will, become void because we, or you, have failed to comply with the Regulations. If you fail to comply with the Regulations, we will make a charge to you for voiding the plan in accordance with our published charges.

27.2 All communications in connection with this Agreement will be in English. Unless the parties agree otherwise:

(i) This Agreement shall be construed in accordance with English law.

(ii) English law will be taken as the basis for the establishment of relations with you prior to this Agreement coming into effect.

(iii) The parties:  
   a) irrevocably submit to the exclusive jurisdiction of the English courts; and  
   b) undertake not to commence any proceedings in relation to this Agreement in the courts of any other jurisdiction.

28. **Your Information**

Please note that we will use your information in accordance with the clause headed 'Your Information' which forms part of your existing Agreement with us and which can be identified by the above symbol. If you require a copy, please ask your Relationship Manager.