



Integrated Financial Arrangements Ltd
A firm authorised and regulated by the Financial Conduct Authority

Terms and Conditions for the Transact Wrap Service

(incorporating a General Investment Account)

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1. Introduction

As you and your Adviser manage your personal portfolio of assets, this will give rise to a number of asset and cash transactions. The Transact service is designed to execute these transactions for you in an efficient and cost-effective way. Over time, the number of transactions you ask us to carry out will vary as your needs change and due to the various factors that influence the performance of your assets.

Transact is priced accordingly, designed to support the economical management of a complete Portfolio over the longer term. Instead of the more commonplace variety of charges elsewhere, Transact dealing charges are broadly standardised across all asset classes and investment types. Most of the cost of carrying out transactions is reflected in our Annual Charge, so prudent and appropriate changes to your Portfolio are not inhibited by dealing charges. This makes a single static investment less cost-effective but provides value-for-money execution of an actively managed personal investment portfolio. Please note that we do not reward staff on the basis of the number or value of sales, transactions or services undertaken.

These terms and conditions, together with your Portfolio Application, create a legally binding agreement between you and us relating to the operation of your Transact Portfolio. We will rely on them in all our dealings with you. If there is anything you do not understand, you should contact us or your Adviser for help.

We will treat you as a retail client in line with Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) rules (and, where appropriate, the Isle of Man Financial Services Authority rules) and will carry out all Instructions from you or your Adviser (or Discretionary Investment Manager (DIM) where one is appointed) on an execution-only basis. This means that although we will provide general information about and practical interpretations of rules, we will not provide recommendations or advice on the features (including advantages and disadvantages) or suitability of any Investment, insurance product or Wrapper within your Portfolio, nor on what percentage of your portfolio value should be held as Cash (our minimum Cash requirement, as defined by [clause 3.9](#) below, should not be taken as advice or recommendation as it is in place to assist our management of our liquidity risk). You and your Adviser are responsible for making sure that a particular Investment or insurance product is suitable for a particular Wrapper and for assessing the suitability of any Investment or insurance product or Wrapper for your investment needs, objectives and tax planning needs.

You may give us Instructions for all Wrappers in your Portfolio. In relation to any Wrapper which is provided by another Group company or by a third party, we will carry out all your Instructions and administer the Wrapper generally, acting on behalf of and as agent for that Group company or third party.

You agree that we are entitled to rely on any information provided by your Adviser, to treat it as accurate and complete and to assume that you have authorised your Adviser to provide it to us on your behalf.

The value of Cash and Investments in your Portfolio will be reported in Pounds Sterling, as will costs and charges applied to your Portfolio.

Whenever we refer to any particular legislation or regulations in these terms and conditions we also mean any amendment to it or replacement of it and any other legislation made under it. Terms expressed in the singular include the plural and vice versa. In the event of any discrepancy between this document and any other document relating to the Transact Wrap Service and General Investment Account (but excluding any specific wrapper terms and conditions) this document will prevail. Risks or matters that we wish to particularly bring to your attention appear in bold text.

Integrated Financial Arrangements Ltd is authorised and regulated by the Financial Conduct Authority, whose address is 12 Endeavour Square, London, E20 1JN.

2. Definitions

In these terms and conditions, the words and phrases set out below have the meanings shown.

Adviser – an FCA authorised financial adviser firm registered with Transact and appointed by you to provide intermediary services with regard to your Portfolio.

Adviser Payment Instruction – an Instruction about any payment you want us to make to your Adviser.

Annual Charge – the payments you make to us worked out as described in [clause 9](#) by referring to the rates set out in the Transact Charges Schedule.

Business Day – a day on which the London Stock Exchange and banks in England and Wales are open for business.

Cash – the money in your Portfolio.

Complex Product – any financial product that does not meet the FCA's criteria for non-complex products, set out in the FCA's Conduct of Business Sourcebook.

Discretionary Investment Manager or DIM – an FCA authorised investment management firm you or your Adviser acting as your agent have appointed to manage and make investment decisions on your behalf about Investments and Cash held within one or more of the Wrappers within your Portfolio.

Electronic Money Institution – a limited version of a bank that can only provide payment services and hold the funds of its clients. As this type of financial institution has fewer permissions, the regulatory requirements for authorised e-money institutions are not that strict compared to the regulatory requirements applicable to banks. Funds held through an Electronic Money Institution are not protected by the Financial Services Compensation Scheme.

Express Trade – an Instruction received by 5.00pm on a Business Day to carry out, on the same day, a Transaction in an exchange traded instrument that is traded on an open exchange (as referred to in [clauses 4.3\(4\)](#) and [4.4\(2\)](#)) and for which we charge a fee (as set out in the Transact Charges Schedule).

FCA – the Financial Conduct Authority or its replacement or successor.

Financial Abuse – includes theft, fraud, exploitation, coercion pressure from third parties in connection with wills, property or inheritance or financial transactions, or the misuse or misappropriation of money, property, possessions or benefits.

Fourteen-Day Period – with reference to [clause 4.3\(7\)](#), the fourteen-day period starting on the date on which you could first have known that we failed to carry out an Instruction or carried it out incorrectly.

Fund Manager – an organisation which manages collective investment schemes or funds of investments.

General Investment Account or GIA – the non tax-advantaged Wrapper which is set up when you open your Portfolio, and which may hold Investments (where you are not a Minor) and Cash.

Group – us and other affiliated companies within the group of companies headed by IntegraFin Holdings plc, including IntegraLife UK Limited, IntegraLife International Limited, Transact Trustees Limited and Transact Nominees Limited.

HMRC – His Majesty's Revenue and Customs.

In Specie – the transfer of the ownership of an asset without first selling and converting to Cash.

Instruction – a direction from you, your Adviser or your Discretionary Investment Manager about your Portfolio which we receive or which we treat as having been received from you, your Adviser or your Discretionary Investment Manager in line with these terms and conditions or any other terms and conditions which may apply to a particular Wrapper.

Illiquid Asset – any Investment for which it is, for whatever reason, either temporarily or permanently impossible to find a market for either purchases, sales, or both.

Initial Payment – a payment (sometimes referred to as a Portfolio Establishment Fee or PEF) you can instruct us to make to your Adviser when Cash is received into a Wrapper and/or Investments are transferred into it 'In Specie'.

Investment – any asset in your Portfolio other than Cash.

Minor – an individual who is under the age of 18.

Month – a calendar month.

Nominated Account – the verified UK bank or building society account in your name specified by you which we are to use if you instruct us to transfer Cash out of your Portfolio.

Nominee – the entity holding the legal title to all Investments, which will be Transact Nominees Limited and any other company we appoint to act as a nominee.

Password – your personal password or other form of security credential for access to our website, 'Transact Online'.

Portfolio – the set of Wrappers that you hold with us.

Portfolio Application – your application for a Transact Portfolio, in a method approved by us (currently Transact forms T001, T001(TR), T001(CA), T001(D) or T001(DM), although these are subject to change).

Portfolio Application Summary – A statement of the information submitted to Transact by your Adviser, which includes personal data about you and relates to the opening of a new Portfolio or Wrapper via Transact Online.

PRA – the Prudential Regulation Authority or any replacement or its successor.

Rebate Reinvestment Fund – one or more funds used for the purpose of investing rebates of fund annual management charges.

Registered Individual – an individual who works for your Adviser, who is appropriately authorised by the FCA or is certified by your Adviser under the FCA's Senior Managers and Certification regime, and who your Adviser has instructed us to link to your Portfolio in order to issue Instructions to us for and on your behalf.

Template – a list of Investments and Cash, and their percentage allocations.

Template Rebalance – an Instruction to align, through a process of sales and purchases, Cash and Investments within a Wrapper to the linked Template.

Transact Annual Charge Table – the table contained in the Transact Charges Schedule which shows the applicable Annual Charge.

Transact Charges Schedule – the schedule setting out our charges, which your Adviser gives you with these terms and conditions and which is also available from Transact Online, from us or from your Adviser.

Transact Online – the Transact website at www.transact-online.co.uk.

Transaction – the buying or selling of Investments, the use of Cash or any In Specie transfer, in any Wrapper, following an Instruction.

UK – England, Wales, Northern Ireland and Scotland, but not the Isle of Man or the Channel Islands.

USA – all states, territories and possessions of the United States of America.

US Person – means either:

1. an individual who is one or more of: a USA citizen, a USA national (including dual nationals), a green card holder, a USA taxpayer and/or a USA resident
2. a corporation organised or incorporated under the laws of the USA (other than agencies or branches of such entities located outside of the USA that are operated for valid business reasons)
3. a trust of which any trustee is a US Person

Upload Documents – a tool on Transact Online that allows Advisers to submit documents electronically to us.

VAT – value added tax as governed by the Value Added Tax Act 1994 (as amended or replaced from time to time).

VAT Adjustment – an amount designed to meet any VAT liability incurred for the provision of a Discretionary Investment Manager's or an Adviser's services.

Value – the value of all Investments and Cash held in a Wrapper or in your Portfolio, whichever applies.

Vulnerable – where a person is, whether temporarily or permanently, experiencing a reduced ability to appropriately manage personal affairs or make financial decisions - that are in their own best interests - through personal or external circumstance.

we, us or our – Integrated Financial Arrangements Ltd (registered number 03727592), acting as principal in relation to any Wrapper provided by it, and as agent in relation to any Wrapper provided by another Group company or third party.

Wrapper – a tax or legal structure which is provided by us or by another Group company or third party, and in which Investments and/or Cash are held on your behalf.

you or your – any legal person (including trustees and companies) who has a Portfolio.

3. Setting up and maintaining a Portfolio

3.1 Opening your Portfolio

- (1) To open your Portfolio we require a completed Portfolio Application. We may require this to be completed, signed and sent electronically. Where your Adviser submits your application on your behalf you must ensure that your personal details and all Instructions submitted as part of that application are correct and inform us directly should there be any inaccuracies. When we set up your Portfolio and confirm this to you in writing, a legally binding agreement is created between you and us which is governed by these terms and conditions. Where we receive an application from you or your Adviser to open a specific Wrapper within your Portfolio you agree to be legally bound by the relevant Wrapper terms and conditions or policy provisions, as applicable.
- (2) You will ensure that, prior to making your application to open a Portfolio, you have received, read and understood all pre-contractual documentation relevant to both your application for a Portfolio and for each of the Wrappers you intend to open within it. These documents include the Transact Key Features Document, the Transact Order Execution Policy, the Transact Charges Schedule, our Standard Privacy Notice and the relevant Wrapper Terms and Conditions/Policy Provisions and Wrapper Key Features documents.
- (3) Unless otherwise agreed with us, at all times you have a Portfolio, you must:
 - a. Be aged 18 or over (subject to [clause 3.4](#));

- b. Be either a UK national or UK tax resident;
 - c. Have an open Nominated Account;
 - d. Have appointed an FCA authorised Adviser able to act on your behalf
 - e. Not appear on any sanctions list compiled by His Majesty's Treasury and/or the Office of Foreign Assets Control and of each of their successors; and
 - f. Not be a US Person.
- (4) You must provide any information we require to administer your Portfolio and comply with our regulatory reporting requirements. This includes your National Insurance Number or other appropriate unique tax identification number or Legal Entity Identifier.
- (5) You must tell us of all the countries of which you are a national, dual national and where you are tax resident when you open a Portfolio with us. Additionally, you must let us know immediately of any changes to the countries in which you are tax resident, and any change to personal details, including your residential address and citizenship. Should your countries of tax residence, citizenship, residential address or other personal details change whilst you have a Portfolio with us, additional legal and regulatory requirements may become applicable. In such circumstances we reserve the right to take whatever action we deem necessary to ensure that we are in full compliance with our regulatory and legal obligations. Such action may include obtaining additional documentation, the cancellation of Instructions, the closure of your Portfolio and/or the sale of some, or all, of your Investments.
- (6) You must tell us immediately if you are placed on any sanctions list compiled by His Majesty's Treasury and/or the Office of Foreign Assets Control and each of their successors.
- (7) You agree to indemnify us and to keep us indemnified against all losses suffered or incurred by us and/or any claims brought against us as a result of:
- a. you not providing us with correct and up to date information relating to your nationality or tax residency in accordance with the preceding clauses 3.1(3) and 3.1(5).
 - b. you appearing on a sanctions list as defined in the preceding clauses 3.1(3)(e) and/or 3.1(6)
- (8) You must pay at least £5,000 in cash or assets into your Portfolio on set-up, or make a minimum deposit of £1,000 and further deposits of at least £200 each Month. We may accept cash deposits from a third party if we have agreed to the transfer of assets into your Portfolio from that third party. When we do so, we may, at our discretion, either invest any residual payments in accordance with the original investment instruction or pay it into your Transact Portfolio as cash. Any unsolicited third party deposits may be rejected.
- (9) Once we open your Portfolio, we will confirm your Portfolio number which you must use in all correspondence with us. Separately, we will provide you with the means to activate your Transact Online account.
- (10) You will be required to set up a method of multi-factor authentication in order to use Transact Online.
- (11) You must take all reasonable precautions to prevent unauthorised use of your Password. Until you tell us otherwise, we will be entitled to assume that any Instruction given to us using your Password is an Instruction given by you. In any case, if we have reasonable grounds to believe that the security of your Password has been compromised, we reserve the right to cancel your Password and provide you a new one.
- (12) If your use of Transact Online is identified as posing a risk to the security or stability of our system or website, we reserve the right to suspend your access until such time as we, at our absolute discretion, can be certain that the risk has been mitigated.
- (13) We will restrict the use of your Portfolio until we have undertaken due diligence including, but not limited to, verification checks on the information provided by you or your Adviser to satisfy our obligations under UK Money Laundering Legislation.

3.2 Your right to change your mind

- (1) Once you have received confirmation from us that we have opened your Portfolio, you have 30 days to change your mind and cancel it.
- (2) If you decide to cancel, we will not charge any Annual Charges on any Investments, Cash or Wrapper administration charges (and will refund any such charges deducted from your Portfolio before receiving your cancellation instruction). However, you will be legally responsible for all other payments, charges and fees, including any charges and fees associated with Instructions and any outstanding Adviser payments. We will not refund any amounts of these charges and fees properly deducted from your Portfolio prior to receipt of your Instruction to cancel. You will also be legally responsible for any loss resulting from any fall in the value of Investments you have instructed us to buy, and any other loss suffered over the period before cancellation. You will not be entitled to receive any gain in the value of Investments you have instructed us to buy and we will not make payment of any such gain to you.

For full details of the cancellation rights applying to each Wrapper, please see the relevant Wrapper's terms and conditions, key features document and key information document, where appropriate.

3.3 Joint Portfolios

Portfolios which are opened as part of a joint application by two or more people are held by each person applying as 'joint tenants'. This means that all holders own the whole Portfolio and do not each have their own distinct share in it. If one holder dies, the survivor(s) automatically become the joint tenancy holders, or the only holder in the case of a dual application, as set out in [clause 14](#). Instructions, written notices or any other similar communications sent by one Portfolio holder will be binding on all holders of that Portfolio. Notwithstanding this, we may require signatures from all Portfolio holders in order to carry out certain Instructions. Joint Portfolio holders are jointly and severally liable for the obligations of all of them (including, but not limited to, the payment of all due fees and charges).

3.4 Minors

Minors may open a Portfolio but will only be permitted to hold certain Wrappers in it. By virtue of opening a Portfolio a Minor will have a GIA but they will only be permitted to hold Cash (i.e. not Investments) within it. Should Investments be purchased within a Minor's GIA we may, without prior notice to either you or your Adviser, sell those Investments. Should we do so we will not be liable for any tax consequences, losses or other costs (however incurred) that may arise from those disposals. Further, you agree to indemnify us and to keep us indemnified against all losses suffered or incurred by us and/or any claims brought against us as a result of Investments having been purchased within a Minor's GIA.

Please see each Wrapper's terms and conditions and key features document for more information.

3.5 Trusts

Where a Portfolio is held in the name of a trust, each trustee will be jointly and severally liable for the actions of the other trustees and generally we will accept Instructions from one trustee on behalf of all the trustees. However, for certain actions and Instructions we will require express written consent from all of the trustees. Such Instructions include (but are not limited to) the following:

- (1) Setting up a Portfolio;
- (2) Registering or changing Nominated Account details;
- (3) Registering a new Adviser or changing an existing Adviser;
- (4) Closing a Wrapper or Portfolio; and
- (5) Notifying us of the retirement and/or appointment of trustees (by Deed).

3.6 Appointing an Adviser

- (1) You must appoint an Adviser to open a Portfolio. Your Adviser can only represent you in relation to your Portfolio when we have registered them and their relevant Registered Individual(s).
- (2) You authorise us to accept Instructions from your Adviser and its relevant Registered Individual(s) as if the Instructions were coming directly from you. Subject to [clause 18](#), you also agree to compensate us for all costs, claims, expenses, damages or liabilities which we may suffer by acting on any Instruction from your Adviser or any of its Registered Individuals. If you tell us that you have appointed a Registered Individual as your Adviser, we will treat this as notification that you have appointed the Adviser firm to which that Registered Individual is providing their services. You must inform us immediately if you receive anything from us that shows incorrect details of your Adviser or Registered Individual (as applicable).
- (3) A third party may also be appointed in addition to your Adviser. If such a third party is appointed (which might be a Discretionary Investment Manager) you or your Adviser will authorise us to grant them access to your Portfolio and to pay any amounts due to them from your Portfolio. We will accept Instructions from them as if they were coming directly from you in the same way as we would from your Adviser, as detailed above.

3.7 Powers of Attorney and Discretionary Investment Managers

Where you have a lasting power of attorney in place, you must ensure that you have included or inserted the appropriate Discretionary Investment Manager authorisation permission in the relevant section of the lasting power of attorney document. This will then permit your attorneys to authorise the use of a new Discretionary Investment Manager, or continued use of any Discretionary Investment Manager appointed to manage your Portfolio or any part of it in the event you lose mental capacity.

3.8 Upload Documents provided by your Adviser

- (1) Your Adviser has authority to upload digital copies of Transact forms and certified copies of other documents to Transact Online.
- (2) Documents sent to us by your Adviser via Upload Documents will be relied upon by Transact, HMRC and other third parties. Where applicable we will rely on these documents in order to make Cash withdrawals to external bank accounts your Adviser has advised us belong to you or any other relevant recipient or beneficiary.

- (3) We may rely on these documents without further recourse to you or your Adviser.

3.9 Portfolio Value and Cash balances

You must maintain a Portfolio Value of at least £5,000 and a Cash balance (excluding foreign currency) in each Wrapper of at least 2% of the Value of that Wrapper. Where a Wrapper contains multiple constituent parts (for example, where part of a Wrapper is invested in a Template or a pension contains a number of different arrangements) the requirement to maintain a 2% Cash (excluding foreign currency) balance applies to the Value of each of those distinct parts. If you fail to maintain either this specified Portfolio Value or Cash balance, we can refuse any Instruction and cancel any regular Instruction. We also reserve the right to close the relevant Wrapper, or sell any Investments in it, or any other Wrapper within your Portfolio, to restore the minimum Cash balance and the value of any regular withdrawals planned for the next three Months.

3.10 How we treat Cash balances

- (1) We can use any Cash due to you to settle any amounts you owe us and have not paid. More details of this right are set out in [clause 5.3](#).
- (2) We will take amounts from or add them to a particular Wrapper unless we are not allowed by law or regulation to do so, or we believe there is some other good reason not to do so, in which case we will take the amounts from, or add them to, your GIA instead.

3.11 Interest on Cash

- (1) We place Cash in one or more accounts at banks or other appropriate financial institutions. We then apply in full to each Wrapper in your Portfolio the interest debited/credited by these institutions within ten Business Days of the end of each Month without deduction. In the case of the GIA we will deduct the basic rate of income tax (at the prevailing rate) at the point any interest is credited to it. If we are resolving discrepancies or receipt of interest is delayed, we will apply the relevant amounts within ten Business Days of resolving the discrepancy and/or receiving the interest. The interest will change from Month to Month and is the interest we receive applied in proportion to your average daily Cash balance.
- (2) In the event that the interest rate applied by a bank or financial institution results in a charge to us, we reserve the right to debit each Wrapper in your Portfolio with the appropriate charge within ten Business Days of the end of each month. Should we decide to pass on the interest charged by the bank or financial institution, the interest we charge will change from Month to Month; will not exceed the interest that we are charged and will be applied in proportion to your average daily Cash balance.
- (3) Where settlement mismatches arise or late payments are made, equalisation will be applied to Cash to the amount of the mismatch or payment at the crediting rate which we have set, acting in a commercially reasonable manner, for the relevant accrual period.
- (4) We do not pay interest on any Cash that we are holding to pay for any incomplete purchase Transaction(s), including a purchase Transaction with a price limit set by you or your Adviser under clause 4.3(14).
- (5) If you close a Wrapper within your Portfolio we will only pay interest on any residual Cash held within that Wrapper until the end of the tax year in which the closure has been recorded on our system.

3.12 Insurance Products

We act as an insurance intermediary in respect of the provision of insurance-based investment products provided by our insurance undertakings and, from time to time, pure life cover provided by third parties. We also intermediate the sale of insurance-based pension products.

4. Carrying out Transactions in your Portfolio

4.1 Form of Instructions

- (1) You or your Adviser can give us Investment Instructions following directions provided by us.
- (2) You can add and update personal information via Transact Online and you authorise us to accept Instructions from your Adviser to add and/or update this information for you.
- (3) Certain Instructions must be given by you, not your Adviser. Such Instructions include, but are not limited to; Instructions to change your Adviser or to add or change your Nominated Account. These Instructions are subject to review and may change from time to time.
- (4) Generally we will insist that an Instruction to set up or increase Adviser or DIM payments comes from you, not from your Adviser. We may, at our discretion, accept such Instruction from your Adviser where we are satisfied there is evidence that your Adviser has notified you of the action and you have not objected to that within 30 days of that notification.

4.2 Confirming Transactions

The details of an Instruction relating to a Transaction which we have received and accepted will be set out in the 'Portfolio Valuation' and 'Transaction Listing' pages on Transact Online. The Transaction will also be shown in any trade confirmation we may send to you or your Adviser. If you cannot find details of a Transaction on Transact Online or do not receive a trade confirmation when you expect to, you should contact us as soon as possible.

Where an Instruction to open a new Portfolio, new Wrapper type within a Portfolio, appoint a Discretionary Investment Manager, or set up or increase Discretionary Investment Manager or Adviser payments has been given by your Adviser, we will notify you of that Instruction after we have processed it. You will have 30 days from the date of that notification to tell us if it is inaccurate.

4.3 Instruction conditions

(1) Minimum Cash requirement

We may refuse to process any Instruction if you do not have enough Cash in your Portfolio (which has been applied to the relevant Wrapper) to cover the costs of the Instruction over and above the minimum Cash balance (as set out in [clause 3.9](#)). If you do not have enough Cash we may treat the Instruction as void and cancelled.

(2) Minimum and maximum values

The following limits apply for each Instruction.

For selling and buying Investments admitted to trading on a Stock Exchange, the minimum value is the higher of the last known price on Transact Online or £1. For all other Investments, the minimum value is £1 or the dealing limit applied by the Fund Manager or other product provider, whichever is higher. For regular purchases, the overall minimum values are £300 every three months, £600 every six months, and £1,000 a year. For Cash deposit Instructions, the minimum value is £100 unless the deposit is made by direct debit, in which case the minimum value is £50 for each Monthly deposit.

- (3) For Investments traded in whole units, the value for client orders may be adjusted if the amount of those orders results in a funding requirement for us based on the last recorded unit price in our internal systems.
- (4) Timings relating to Instructions are as follows:

- a. Where you give us an Instruction to buy or sell an Investment, we may offer a number of dealing points on each Business Day. Instructions received later than the deadline for a dealing point will normally be placed at a subsequent dealing point (which may be on a different Business Day). In the case of Express Trades, Instructions must be received before 5.00pm for us to be able to process them on the same Business Day in accordance with [clause 4.4](#). More details about dealing points and deadlines are set out in the Order Execution Policy as referred to in [clause 7](#).
- b. If an Instruction is received at or after a deadline such that the Instruction would normally be processed the next Business Day on which that Investment is dealt, we may nevertheless choose to process it the same Business Day (in the case of Express Trades at or after 5.00pm), or the next Business Day on which that Investment is dealt.
- c. We will carry out an Instruction for an Express Trade as soon as possible after we receive it and usually expect to do this within one hour. This will depend on the type of Transaction requested and where we rely on other organisations to complete a Transaction this may lead to delays in carrying out your Instruction.
- d. On each of the Business Days immediately before Christmas Day and New Year's Day, we can choose to treat any Instruction or other communication we receive after 10.30am (in relation to aggregated dealings) or 11.30am (for Express Trades) as being received on the next Business Day.
- e. If you instruct us to transfer all or part of a pension Wrapper to another scheme we will place any necessary sales on receipt of your Instruction to do so, subject to the timings relating to Instructions detailed in subclauses 4.3(4)(a) to 4.3(4)(d) above. However, before the transfer can be completed we are obliged to carry out regulatory checks to ensure that the transfer is valid. As the sales will be placed prior to our carrying out those regulatory checks this will mean that your pension value may be out of the market for a short period of time prior to the transfer taking place and we will accept no responsibility or liability for any loss of investment gain during that period. You acknowledge that Cash will remain in your pension wrapper until such time as those checks have been completed and the transfer has taken place.

(5) Investment details

All Investment Instructions must include:

- a. An ISIN (or equivalent), if there is one;
- b. The full name of the Investment;
- c. The applicable designation or class of the Investment;
- d. If you want us to buy an Investment on a regular basis, whether we should buy that Investment monthly, quarterly, half-yearly or annually; and
- e. The quantity or cash value of the assets to be bought or sold.

(6) Incomplete or ambiguous Instructions

If you do not provide the Investment Instruction details set out in [clause 4.3\(5\)](#), or if your Instructions are incomplete or ambiguous, we will be entitled to:

- a. Treat an Instruction for unit trusts or OEICs (Open Ended Investment Companies), where there are different classes of units or shares available, as an Instruction to buy income units or shares;
- b. Treat an Instruction for shares, where there are different classes available, as an Instruction to buy ordinary shares;
- c. Delay accepting the Instruction while we ask you or your Adviser to clarify;
- d. Reject the Instruction;
- e. Carry out the Instruction for the Investment which appears to us to be the closest to the Investment described in your Instruction; or
- f. Rely on the ISIN provided, even if you have also provided an Investment name and it does not relate to that ISIN.

In each of the scenarios above we will not be legally responsible to you for any loss which you may suffer as a result of our actions.

(7) Mistakes and limits of compensation

- a. As we provide execution-only intermediary services, you and your Adviser are responsible for checking that we have carried out your Instruction accurately and informing us if an Instruction you have given (or believe you have given) has not been carried out or has been carried out incorrectly.
- b. You accept and agree that if you do not tell us about mistakes within the Fourteen-Day Period, we will not pay more in compensation than the value of your direct loss on the last day of the Fourteen-Day Period.
- c. With reference to clause 4.3(7)(b), we will treat the date on which you could first have known that we failed to carry out an Instruction, or carried out an Instruction incorrectly, as:
 - i. The date that the details of the resulting Transaction were first posted or should first have been posted on Transact Online (for electronic communications); and
 - ii. Two Business Days after the date that the relevant contract note or other written notice was posted (if any is issued) or should have been posted to you or your Adviser (for post).
- d. For example, if we buy the wrong Investments on your behalf and you do not tell us about this mistake before the end of the Fourteen-Day Period we will consider you to have accepted ownership of those Investments, without prejudice to the compensation cap detailed in (b) above.

(8) Expenses

Unless you tell us otherwise, we'll deduct any costs, expenses, or charges directly from the amount you specify in your Instruction. For example, if you send us an Instruction to invest £5,000, we'll take out any applicable costs, expenses, or charges first and invest the remaining amount.

(9) Cancellation

If you ask us to cancel an Instruction before we complete it we will use our reasonable endeavours to do so. However, if we cannot cancel the Instruction we will have no liability to you for failing to do so.

(10) Right to refuse Instructions and to sell Investments

- a. We can refuse to carry out any Instruction and we can sell (or cash in) any Investment allocated to any Wrapper within your Portfolio if we believe:
 - i. That carrying out the Instruction or keeping the Investment might affect how we operate your Portfolio or the legal, tax or regulatory status of any particular Wrapper (including where Investments are held within a Minor's GIA); or
 - ii. That by carrying out the Instruction we would be breaking any law or regulation of the country where you are citizen or resident (temporarily or otherwise) or any law or regulation to which we are subject; or
 - iii. In accordance with [clause 4.10](#), that the information we hold about you and your Portfolio is inaccurate or incomplete for regulatory reporting or other purposes; or
 - iv. That the Instruction has originated from outside of the UK
 - v. That you appear on any sanctions list compiled by His Majesty's Treasury and/or the Office of Foreign Assets Control and of each of their successors;
 - vi. You are a US Person (in such a circumstance we may be required to dispose of Investments held in your Portfolio, pursuant to the terms and conditions of the Investments in question)
 - vii. That you are subject to Financial Abuse, or that you are Vulnerable; or
 - viii. That acting on the Instruction could cause you harm.
- b. In each of the above circumstances we will not be legally responsible to you for any losses you may suffer as a result of our refusal to carry out your Instructions or our decision to sell your Investment. We will not be legally responsible to you for any losses or for any other consequence of our reporting our suspicions to any legal, regulatory or governmental body or local authority that we deem appropriate in the circumstances.

(11) Investment advice

Each time that you send us an Instruction, we will treat that Instruction as confirmation that you have read the relevant documents for that Investment, have accepted the risks associated with it, have read the required regulatory disclosures and that, where relevant, they accurately describe your circumstances, and that you have, where appropriate, taken specialist advice.

(12) Suitability and appropriateness

- a. The availability of a particular Wrapper, Investment, or any other function or feature of Transact does not imply that it is necessarily suitable for you. You should always seek specialist advice.
- b. In providing non-advised investment services to you (whether you have appointed an Adviser or not) we will only make assets available that are generally compatible with distribution to retail clients. However, we do not assess whether each asset is suitable or appropriate for you and, therefore, you will not benefit from protection under the FCA's rules relating to the assessment of suitability or appropriateness. You confirm and agree that you will satisfy yourself that the asset is suitable for your needs and investment objectives (for example, you understand the risks associated with the asset and you are able to bear any related investment risks, such as capital losses), having taken specialist advice where appropriate, and that you are eligible (in line with the terms of that asset) to invest in it. If we ask, you must give us evidence that you are eligible to invest in any particular asset.
- c. If you rather than your Adviser send us an Instruction to buy Complex Products we will refuse to accept that Instruction.
- d. Certain assets cannot be transferred to us In Specie. In this event we will treat your transfer request as an Instruction to convert to a permitted share class of the same asset, the costs and/or charges of which may be higher. Where conversion is not possible, the asset will be sold and transferred to us as cash.

(13) Templates

If your Adviser uses a Template in a particular Wrapper and you or your Adviser give us an Instruction to carry out a Template Rebalance for that Wrapper:

- a. The Instructions must have a minimum Transaction value of £50 including charges;
- b. We treat these Instructions as a single Instruction and so we give you one contract note; and
- c. We cannot guarantee to match the percentages in the Template exactly as the prices in the rebalance Instruction might be different to the prices we actually achieve.

(14) Pricing limits and phased purchases

You may place the following conditions on Instructions:

- a. For assets listed on the London Stock Exchange (or any other exchange agreed by us at our discretion), you may specify a price above which we will not complete a purchase or below which we will not complete a sale, subject to the following:
 - i. Unless otherwise agreed with us, any Instruction specifying a price limit will be deemed to expire if the related Transaction is not completed on the Business Day that the Instruction is received. On the expiry of any such Instruction you hereby expressly instruct us not to make such orders public (in whole or in part). For the avoidance of doubt, we will not notify you if a specified price limit is not met.
 - ii. We do not guarantee that any Transactions will be executed at the price specified in an Instruction and we reserve the right to cancel any such Instruction if, in our reasonable opinion, the price limit is unlikely to be achieved on the same Business Day. For more details on how we will treat Instructions specifying price limits please refer to our Order Execution Policy.

(15) Other

- a. If a Fund Manager or other Investment product provider sells or modifies your holding under the terms of a particular Investment, we will treat it as you giving us an Instruction to sell or modify that holding.
- b. We reserve the right to convert holdings of rebate-paying collective investment scheme Investments to non-rebate paying equivalents, the costs and/or charges of which may be higher. If share classes

of a rebate-paying collective investment scheme cannot be transferred to us In Specie we will treat an Instruction to transfer that investment scheme into your Portfolio as an Instruction to convert to a permitted share class of the same investment scheme, the costs and/or charges of which may be higher. Where conversion is not possible, the investment scheme will be sold and transferred to us as cash.

- c. If a Discretionary Investment Manager is appointed to act on a Wrapper within your Portfolio we will not be responsible for any Instruction given to us that conflicts with a subsequent Template Rebalance Instruction provided to us by that Discretionary Investment Manager.
- d. At all times you are responsible for compliance with all laws, regulations and rules which apply to you holding any Investment, including any tax, foreign exchange or capital controls. You are also responsible for reporting or filing requirements that may apply as a result of your country of citizenship, domicile or tax residence. In particular, if you want to hold USA-based Investments, you must complete and provide the appropriate documents to comply with the tax requirements applicable in the USA. We reserve the right to sell any Investments held by you where we or a third party requires you to complete documentation to evidence your tax status (such as a W-8BEN) and you do not submit such documentation within a reasonable period of time.
- e. We do not reclaim any tax deducted at source in respect of income arising on any foreign investment holdings.
- f. If we receive notice that a bankruptcy order has been made against you, or an insolvency practitioner has been appointed in respect of your assets, we will:
 - i. Provide information to the insolvency practitioner in relation to your Portfolio;
 - ii. Take Instructions from the insolvency practitioner in relation to your Portfolio; and
 - iii. Not accept Instructions from you or your Adviser or any third party (which might include a Discretionary Investment Manager) in relation to your Portfolio.

In these circumstances we will use reasonable endeavours to inform you of any actions taken in relation to the order to the extent permitted by law or any applicable regulation.

4.4 Dealing with orders to buy and sell Investments

(1) Aggregated dealing

- a. We aggregate all valid Instructions we have accepted relating to the same Investment and place them for execution as a single Transaction in the name of the Nominee with the execution venue we have chosen on the basis described in the Order Execution Policy. Instructions relating to unit purchases cannot be aggregated with Instructions relating to cash purchases. We do not normally, and are not obliged to, net buy Instructions against sell Instructions. By combining all valid Instructions received relating to the same Investment, we aim to achieve the best possible result for you while providing a fair way of dealing with all Instructions.
- b. Unless otherwise agreed, we endeavour to place all aggregated buy Instructions and all aggregated sell Instructions received at least one hour before any deadline on a Business Day at the start of the associated dealing point until those Instructions have been placed within working hours on the same Business Day. However, we do not guarantee that this will always be possible.
- c. If, for any reason, we cannot place your Instruction on the Business Day when we would normally place it, we will in accordance with the basis described in the Order Execution Policy, attempt to place that Instruction on each following Business Day until either it is placed or we decide (in good faith and in a commercially reasonable manner) that the Instruction is unlikely to be placed. At this point we will treat the Instruction as cancelled. You should be aware that various factors influence the placement of orders for different types of Investments. If you require further information about these factors you should consult your Adviser.
- d. As we deal with all of your Instructions on an aggregated basis, in some circumstances a Fund Manager, product provider, execution venue or other person might:
 - i. Add extra taxes, penalties or charges (such as a dilution levy, a redemption penalty or a cancellation charge), or scale back the order;

- ii. Delay dealing part of the aggregated total until a later valuation point;
- iii. Allow you to buy an amount of a financial instrument or asset which you will not be able to sell unless it is aggregated with client orders from other clients; or
- iv. Allow you to hold an Investment or financial instrument in an amount which would not otherwise be enough to meet the minimum holding requirements.

In each case this might not have happened if the Instructions had been placed individually, and in these circumstances we will:

- v. Wait until we have dealt all aggregated Instructions before allocating the financial instruments or proceeds to you and our other clients;
- vi. Delay your client order for sale until we have enough other client orders to meet the minimum dealing limit on an aggregated basis; and/or
- vii. If required to do so by the third party product provider, sell your financial instrument and pay the Cash we receive into your Portfolio.

(2) Express Trades

We reserve the right to include Express Trades in an aggregated dealing process where we consider it appropriate.

(3) Regular purchases and regular sales

We will aggregate all valid Instructions (including any of your Instructions) for regular purchases in the same Investment and will place orders for these on the ninth day of each Month (if this is not a Business Day, we will place them on the next Business Day). We aggregate regular purchase Instructions with other non-regular purchase Instructions for that Investment.

We will aggregate all valid Instructions (including any of your Instructions) for regular sales in the same Investment and will place orders for these on the nineteenth day of each Month (if this is not a Business Day, we will place them on the next Business Day). We aggregate regular sale Instructions with other non-regular sale Instructions for that Investment.

(4) Asset shortfalls

When we compare our records of Investments held in the aggregated pool for one or more clients with records of third parties we deal with, from time to time we identify shortfalls arising from unit rounding and unexpected differences in settlement timing. Typically these shortfalls are resolved within a few days. Where this occurs, for the duration of such shortfalls we transfer our own money (to the value of the Investments affected, recalculated daily) into a client money bank account which is subject to the FCA's client money rules so that clients are not disadvantaged. Until any such settlement differences are resolved you will have a personal claim on this money.

(5) General

- a. We do not guarantee that your Instruction will be carried out at a specific time or at a specific price.
- b. We may delay processing an Instruction due to circumstances beyond our control. In these circumstances, we will normally process the Instruction on the first Business Day after the end of the period of delay. As described in [clause 17.1\(6\)](#), we will not be legally responsible for any loss or damage, fall in Investment value, or loss of investment opportunity that is caused by our inability to carry out your Instruction in any such circumstance.
- c. You agree that, on instructing us to buy or sell an Investment, you are also instructing us to process that Instruction in the way we deem most efficient. Where we consider it necessary, or it is required by a third party's terms of business, you agree to us paying Cash to a third party (such as a broker or fund manager) before we have received title to the Investments on your behalf.
- d. We will not accept any Instructions from you while you are in the USA.

4.5 Adding Investments and Cash to your Portfolio

- (1) The following will be credited to the appropriate Wrapper in your Portfolio as Cash:
 - a. Cash deposits which you make from time to time;
 - b. Income received in respect of Investments; and
 - c. Interest, in accordance with the provisions of [clause 3.11](#).
- (2) If another organisation settles an Instruction in one or more parts, we may add the Investments covered by any part settlement to your Portfolio as soon as reasonably possible after we receive the part settlement, or we may decide to wait until the Instruction is fully settled.
- (3) If we have to place aggregated Instructions in batches (over more than one dealing time or Business Day) and this means we obtain different prices for different batches, the price for each batch will be applied to the relevant proportion of each client's share of the aggregated Instruction when Cash or Investments are added to each client's Portfolio.
- (4) The allocation of Investments and Cash is subject to a right of set-off, set out in [clause 5.3](#), against any monies which you owe us but which remain unpaid.

4.6 Rebates of fund annual management charges

- (1) You agree that if we receive cash rebates of fund annual management charges in relation to your Investments you will be deemed to have instructed us to use those cash rebates to buy units in one or more Rebate Reinvestment Funds.
- (2) We will publish details of the Rebate Reinvestment Funds being used at any given time on Transact Online. We reserve the right to use a different Rebate Reinvestment Fund for a given Wrapper and to change the Rebate Reinvestment Funds at any time without prior notice.
- (3) Details of units purchased in Rebate Reinvestment Funds are available on Transact Online.
- (4) We will charge you the Transact Annual Charge as described in [clause 9.1\(1\)\(a\)](#) on holdings of Rebate Reinvestment Funds bought pursuant to this clause 4.6.

4.7 Withdrawal Instructions

- (1) We will only accept an Instruction to make a Cash withdrawal after your Portfolio has been open for at least seven Business Days and our anti-money laundering and other client approval processes have been completed to our satisfaction. We will only make a Cash withdrawal to your Nominated Account, unless otherwise agreed with us in advance. Payment could be delayed if you have not provided us with the relevant bank account details and/or if we have been unable to verify the bank account as a valid account in your name.
- (2) If the terms which apply to a Wrapper allow, you can instruct us to pay Cash withdrawals to your Nominated Account or to your GIA on a single or regular basis. The minimum withdrawal amount is £100.
- (3) You can ask to make regular withdrawals every Month, every three Months, every six Months or every year. You can ask to make these withdrawals on the 7th, 17th or 27th day of the Month (if your selected date is not a Business Day in any given Month payment will be made on the previous Business Day).
- (4) We may use any amount of Cash in your Portfolio you want to withdraw to settle any amount you may owe us which remains unpaid.
- (5) We may not be able to comply with a request to withdraw Cash from any Wrapper within your Portfolio if the only Investment that remains within that Wrapper is an Illiquid Asset.

4.8 Use of Electronic Money Institutions (“EMIs”) for withdrawals

For your protection, our policy is always to make payments from your Portfolio to your Nominated Account (which will have a relevant banking licence) that offers Financial Services Compensation Scheme cover and is a member of the Contingent Reimbursement Model Code. Notwithstanding this policy we may, in certain circumstances and at our absolute discretion, agree to permit the use of an EMI for withdrawals from your Portfolio rather than using your Nominated Account. Should we agree to do so, you warrant that you understand that many EMIs do not hold a UK banking licence (or fall into an exemption category) and therefore your money is at a significantly increased risk of loss. Further, if you or your Adviser instruct us to make a payment from your Portfolio to an EMI and we agree to do so, you agree that you will not hold us or any other Group company responsible or liable for any damage or loss that you may incur that arises from that payment or your use of that EMI.

You must be aware that our agreeing to make a payment to an EMI on any one occasion will not oblige us to agree to make payment to the same or another EMI from your Portfolio at any future date.

4.9 Corporate actions and notices

- (1) We provide intermediary financial and wrap services only; we neither administer nor advise on the Investments we hold within your Portfolio for you. As a result, it is the responsibility of you and your Adviser to monitor any corporate action for the Investments which you have bought or transferred into your Portfolio. We will not send you copies of reports and accounts, or meeting and voting information, or other documents about corporate actions issued by the providers of Investments unless we are required to do so by law. Subject to clause 4.9(2), we will not use any voting rights which may attach to your Investments.
- (2) If you ask and we agree in writing, we will use reasonable endeavours to provide information about corporate actions on a case-by-case basis. If we agree to do so, please note that:
 - a. We rely on others for details of corporate actions and when we send any such details to you, this is for ease of reference only and we accept no liability or responsibility for the accuracy of those details;
 - b. Your Instruction must tell us what action to take in respect of the corporate action and how such action must be taken by us in order to be valid under the terms of the corporate action; and
 - c. We may charge a fee for this service based on the amount of work we have to do.

4.10 Ongoing Regulatory Checks

Where the information we hold about you is out of date or insufficient for us to comply with our legal or regulatory obligations, we reserve the right to restrict operation of your Portfolio in whole or in part until the information required has been provided.

5. Protecting your Investments and Cash and pooling risks

5.1 Protecting Investments

- (1) If we hold Investments for you, these will be registered in the name of our Nominee or a third party Nominee. You will either be the ‘beneficial owner’ of the Investments or entitled to the value of the Investments, depending on the Wrapper they are held in. Your Investments are ringfenced from our assets and are subject to regular checking and reconciliation.
- (2) Transact Nominees Limited is not authorised or regulated under the Financial Services and Markets Act 2000. It only holds Investments and does not carry on business in its own right. We accept responsibility for

its acts (and failures to act) to the same extent that we are legally responsible for our own acts and failures to act. We also accept full responsibility for any obligations it may owe you if it becomes insolvent. We will not be legally responsible for any act, insolvency or negligence by any third party custodian we do not control unless we have failed to take reasonable care in choosing, appointing and reviewing any such third party custodian. However, we will use our reasonable endeavours to make available to you any rights that we may have against those third parties.

- (3) If your Investments are subject to the law of a jurisdiction other than the UK, those Investments may be subject to different holding, settlement, legal and regulatory requirements than those which apply within the UK.
- (4) If your Investments are subject to the law of a jurisdiction other than the UK, your Investments may be registered or recorded in the name of a third party, such as a custodian or sub-custodian, and in some cases may not be segregated from the assets belonging to such third parties. Consequently, your protection may be less should a default occur on the part of any such third party.

5.2 Protecting Cash

- (1) We receive your Cash, as your trustee, into client money bank accounts in line with the FCA's client money rules. This means that we hold your Cash separately from our own money.
- (2) Ordinarily we will deposit your Cash with one or more banks which are authorised by the PRA and regulated by the FCA and the PRA. Cash held at banks in accordance with the FCA's client money rules is available for investment or withdrawal on a mixture of terms, some instant access and some on terms of up to 95 days' notice. We will manage this mix with the aim of delivering an appropriate combination of interest, diversification of risk and timely access to Cash. However, in the very unlikely event that one of the banks collapses and/or we place too much money on notice, it might take longer for cash to be available for you to make withdrawals, or for us to execute purchases, make Adviser Payments or deduct sums due to us.
- (3) To the extent that the FCA allows us to place Cash into other types of account, or to use it to buy units or shares in qualifying money market funds, we may do so. Cash placed with a qualifying money market fund will be held in accordance with the FCA's requirements for holding assets rather than those for holding client money. You agree to us placing Cash into those accounts and/or buying units or shares in such funds in such proportions as we believe to be appropriate in the circumstances.
- (4) We will not be legally responsible in the event of the default of any bank that is holding your money in accordance with these terms and conditions. However, we will use our reasonable endeavours to make available to you any rights we may have against such banks.
- (5) In order to buy and sell Investments on your behalf, we may be required to hold your Cash with a third party custodian. This means that in the event of that third party's default or insolvency, there is a risk that you will lose some or all of your Cash held with them.
- (6) In the event of our insolvency you consent to us or our insolvency practitioner transferring some or all of your Cash to a third party for safekeeping on your behalf and in line with the FCA's client money rules.

5.3 Our rights over your Investments and Cash

- (1) As well as any other rights we may be entitled to under any law, we will have a general lien (a right to retain property for so long as a debt owed by the owner of the property remains unpaid) over all your Investments and Cash we hold or control until you have paid off all your debts, liabilities and obligations owed to us under these terms and conditions. This means we can keep any of your Investments or Cash while we wait for you to pay off any debt you owe us under these terms and conditions or otherwise.

- (2) If you owe us a debt we may use any of your Investments or Cash that we hold or control to settle or reduce that debt and/or to reimburse us for any costs we have incurred in recovering that debt.
- (3) In the unlikely event that we mistakenly add any Cash or Investments to your Portfolio, we may remove them from your Portfolio. If you have withdrawn the Cash, or sold the Investments and withdrawn the proceeds of that sale, we will treat the Cash withdrawn as a debt you owe us and we may use any of your Investments or Cash we hold or control to settle or reduce that debt.
- (4) We will not be liable for any tax charges or other losses incurred by you or us as a result of us exercising our rights to sell your Investments and/or apply your Cash.
- (5) Custodians and other third parties that our custodians may use (such as sub custodians, central counterparties and securities depositories) might also have a lien over your Investments and Cash to cover costs incurred in carrying out Transactions.

5.4 Pooling risks

Your Investments may be pooled with those of our other clients. This means that:

- (a) In the event of our or any of our custodians' default or insolvency, if there is a shortfall which cannot be reconciled there is a risk that you will have to share proportionally in that shortfall;
- (b) There is a risk that your options in respect of corporate actions will be limited; and
- (c) You may receive dividends or other distributions net of tax which has been paid or withheld at a less advantageous rate than could otherwise be achieved.

6. Keeping you informed

6.1 Transact Online

We will communicate with you primarily through Transact Online, including the provision of important information relating to your Portfolio (and will send that information to you in paper form if you have requested we do so). You should check your Portfolio regularly (or ask your Adviser to check it for you) through the Password-protected and multi-factor authenticated pages of Transact Online and take note of any notifications, updates or announcements on these pages.

6.2 Regulatory conditions

- (1) We will provide you with statements, valuations, reports and other disclosures no less frequently than required by the FCA rules, and will keep records as required by law.
- (2) You may send us a written notice to appoint an agent to receive statements, valuations, reports and other disclosures on your behalf.
- (3) If correspondence we send to you is returned to us because the mailing address you provided is no longer valid, we will stop sending you paper correspondence until you provide us with a valid address. In the meantime, you will be able to access your statements, valuations, reports and other disclosures electronically using Transact Online.

6.3 Paper correspondence

If you have chosen to receive paper copies of documentation available on Transact Online by post, correspondence will be sent to your mailing address as notified to us by you. To reduce the risk of fraud, you agree

that if you provide a non-UK non-residential address (e.g. a non-UK PO Box address) you will be consenting to our ceasing all non-regulatory paper correspondence and only providing such non-regulatory correspondence and notifications electronically via Transact Online until such time as a UK address or a non-UK residential address is confirmed to us in accordance with [clause 4.1\(2\)](#). Where you have chosen to receive such correspondence from us by post we reserve the right to charge for that service. The introduction of any such charge will be communicated to you by us in writing with no less than thirty days' notice.

7. Order Execution Policy

We will take sufficient steps to get the best possible results for you when buying or selling Investments for you. In signing or when you signed your Portfolio Application Form you confirm that you have read the Order Execution Policy and you also provided us with your express consent for us to execute Instructions on your behalf and, in particular, that we can execute your Instruction outside a trading venue. A full copy of our Order Execution Policy is available on Transact Online: user.transact-online.co.uk or from your Adviser, on request.

By continuing to hold your Transact Portfolio you will be deemed to give your continuing express consent to any changes we may make to the Order Execution Policy.

8. Conflicts of interest policy

We have a conflicts of interest policy to deal with any conflicts of interest which might arise. This policy sets out how we prevent, identify and manage these conflicts, and we will provide you with a copy on request. A summary of this document is available on Transact Online and, like the policy, it discloses details of conflicts of interest that cannot be fully managed or mitigated.

9. Our charges

9.1 Our charge rates

As payment for holding your Investments and Cash and for carrying out execution-only Transactions for you, we will charge your Portfolio as set out in the Transact Charges Schedule. Our charge will be made on the following occasions and in the following amounts:

(1) Annual Charge

At the end of each Month, we will deduct from your Portfolio amounts equal to:

- a. The percentage stated for Annual Charge (Cash) in the Transact Annual Charge Table multiplied by the average value of Cash balances over that Month; and
- b. The percentage stated for Annual Charge (Investments) in the Transact Annual Charge Table multiplied by the average value of Investments (including any Illiquid Assets) over that Month;

In both cases pro-rated by reference to the number of days in that Month.

(2) Charges without an Adviser

For any period during which you do not have an Adviser appointed, the percentage multipliers for our Annual Charge shall be increased in order to take account of the additional work involved in operating your Portfolio. These percentage rates can be found in the Transact Charges Schedule.

9.2. Ancillary services

For the avoidance of doubt, no additional charge is made in respect of:

- (1) Arranging safe custody of your Investments;
- (2) Issuing you with a Password and a Portfolio number;
- (3) Maintaining records of all Transactions undertaken on your behalf and providing you with access to the information contained in those records; or
- (4) Providing you with regular valuations of the Investments in your Portfolio.

10. Payments to your Adviser

We will pay your Adviser, from your Cash, the amounts you have agreed (as set out in your Portfolio Application or later instructions) as follows:

(1) Initial Payments

Where you have instructed an Initial Payment, we will make those payments each time we receive Cash into your Portfolio or Investments have been transferred into your Portfolio. The amount of the payment will be the percentage stated on your Portfolio Application multiplied by the value of the Cash deposited or transferred or Investments transferred into your Portfolio.

(2) Annual Adviser Payment

If you have agreed to make annual payments to your Adviser, at the end of each Month we will pay your Adviser, from your Portfolio:

- a. The amount equal to the "Annual Payment (Cash)" percentage stated in your Portfolio Application Form multiplied by the average value of Cash over the course of that Month, pro-rated by reference to the number of days in that Month; and
- b. The amount equal to the "Annual Payment (Investments)" percentage stated in your Portfolio Application Form multiplied by the average value of Investments over the course of that Month.

(3) General

- a. We will generally only change the percentages set out in your Portfolio Application if we receive a Transact 'Adviser Payment Amendment' form (available on Transact Online) or equivalent written signed Instruction from you. As described at [clause 4.1\(4\)](#) above we may, at our discretion, accept such Instruction from your Adviser where we are satisfied there is evidence that your Adviser has notified you of that action and you have not objected to the proposed change within 30 days of such notification. We may decrease those percentages on receipt of an Instruction to do so from your Adviser.
- b. We will pay your Adviser from your Portfolio any extra amounts you both agree as soon as possible after receiving your written Instruction or the relevant Transact form (available on Transact Online).
- c. We are not legally responsible for paying any tax or similar charge in relation to Adviser payments. We will, however, pay your Adviser from your Portfolio a VAT Adjustment if you have selected this option on your Portfolio Application Form or other relevant Transact form (available on Transact Online).
- d. We will facilitate the payment of any fees you have agreed with third parties, including Discretionary Investment Managers, out of your Portfolio.
- e. If you are the sole owner of your Portfolio, or the last life assured in the case of an offshore or onshore bond, we will cease all payments from your Portfolio to your Adviser from the point we are notified of your death.

11. Other charges and payments

- (1) We will take Wrapper administration charges from your Portfolio for the amount and at the frequency set out in the Transact Charges Schedule, as they apply to each Wrapper.
- (2) We reserve the right to increase administration charges for all Transact Wrappers from 1 January each year. Any increase will be limited to the percentage rise in either the Average Weekly Earnings Index or the Retail Price Index over the 12 months ending 30 September of previous year.
- (3) We may make an extra charge for any work involved if you want to transfer Investments or Cash out of a Wrapper to another manager, trustee, custodian, agent, administrator or other similar organisation.
- (4) You will pay any fees, costs, expenses, taxes, duties, levies, charges, imposts and other liabilities and deductions in connection with buying, looking after, valuing and selling any Investments or which otherwise relate to your Portfolio, including (but not limited to):
 - a. Charges associated with collective investments (for example, unit trusts and OEICs) which are charged by Fund Managers or other product providers;
 - b. Dealing charges related to exchange traded instruments;
 - c. Any stamp duty, government or bank charges;
 - d. Any Insurance Premium Tax which may be payable on your contributions into certain Wrappers;
 - e. Any levy imposed by the Panel on Takeovers and Mergers;
 - f. The costs of any currency conversion;
 - g. Any costs we incur in connection with a Transaction which does not complete for any reason; and
 - h. Any costs of tracing you (or any beneficiary of your Portfolio following your death) in the event we are unable to contact you (or them).
- (5) Details of our dealing charges relating to Investments listed on the Stock Exchange and charges for Express Trades are set out in the Transact Charges Schedule and the Order Execution Third Party Charges.
- (6) In the course of carrying out business, we may give and receive minor non-monetary benefits including, but not limited to, hospitality or training. Our policy is that any single item should be modest in value and considered not to conflict with our duty to act in the best interests of our clients.

12. Changing Adviser

- (1) To change your appointed Adviser, please send us one of the following:
 - a. A signed letter from you telling us that you have appointed a new Adviser, including the new Adviser's details;
 - b. A copy of your letter to the new Adviser appointing them, certified as a true copy of the original by a Registered Individual of your new Adviser or by an eligible certifier in accordance with our policy; or
 - c. A copy of your letter to your new Adviser accepting their terms of business, certified as described in clause 12(1)(b).
- (2) When you change Adviser, any Discretionary Investment Manager who was previously appointed will be removed automatically when the old Adviser is removed, so you must instruct us to re-link the Discretionary Investment Manager if they will be continuing to provide services in conjunction with the new Adviser.

- (3) A request to change your Adviser will relate to all your Portfolios unless you say otherwise. You can only have one Adviser for each Portfolio. Your new Adviser will apply from the date we update our records (subject to the Adviser having successfully registered with us).
- (4) When you change Adviser we will make payments to your new Adviser from your Portfolio on the same terms as we made them to your previous Adviser unless you send us an Instruction to change those terms.
- (5) If your current Adviser tells us that you have appointed a new Adviser, we will still need written confirmation from you as set out above. Until then, we will consider you as not having an Adviser and extra charges will apply as set out in [clause 9.1\(2\)](#).
- (6) If you want to change your Registered Individual rather than your Adviser, you should agree this with your Adviser who will then let us know so we can update our records.

13. Closing your Portfolio or a Wrapper

13.1 Closure by you

- (1) We will carry out any Instruction to close your Portfolio or any Wrapper as long as your request meets the terms of the Wrapper and does not breach any legal or regulatory restrictions.
- (2) If you instruct us to close your GIA, we will treat this as an Instruction to close your Portfolio unless there are other Wrappers in your Portfolio. If this is the case, we will not accept your Instruction to close your GIA unless you instruct us to close all of your other Wrappers as well.
- (3) Should you hold an Illiquid Asset within your Portfolio it may not be possible to transfer that asset to another provider. If that is the case you will be unable to close the Wrapper holding the Illiquid Asset and, by extension, your GIA Wrapper and your Portfolio. In such a circumstance we will continue to administer your Portfolio and so our Annual Charge will continue to be levied on your Portfolio in line with the provisions of the preceding clause 9 of these terms and conditions. Should there be insufficient Cash held in your Portfolio to settle any charges due to us, those payments will accrue as a debt which you will remain liable to us for.
- (4) We will treat an Instruction (under clause 13.1(1) or (2)) to close a Wrapper or Portfolio as an Instruction to sell all of your Investments in that Wrapper or Portfolio and then withdraw all the Cash to your Nominated Account.
- (5) If you have a Transact Personal Pension Plan, Transact SIPP, Transact Executive Pension Policy or Transact Section 32 Buy-Out Bond, an Instruction to close your Portfolio must include details of the approved pension arrangement to which you are transferring your pension, the annuity you are buying with the final Wrapper Value or the Nominated Account to which you wish the Cash or Investments to be transferred. Until that transfer or purchase has completed, we will not accept any other Instructions for that Wrapper. However, all charges, fees, expenses, taxes or other amounts which are due and relate to that Wrapper will continue to apply.
- (6) Before the transfer or withdrawal of Cash or Investments from a Wrapper or Portfolio, we will take all costs, charges, fees, expenses, taxes or other amounts you owe us but have not yet paid which relate to that Wrapper or Portfolio or any other Wrapper or Portfolio in your name or joint names.
- (7) Even if you close your Portfolio or any Wrapper in your Portfolio, you will still be legally responsible for any costs, charges, fees, expenses, taxes or other amounts you have not paid, until you have paid them in full.

13.2 Closure by us

- (1) We will be entitled to close a Wrapper in your Portfolio in line with the terms which apply to that Wrapper or where the operation of a Wrapper in your Portfolio would be in breach of any law or regulation of either the country where you are a citizen or resident (temporarily or otherwise) or the UK.
- (2) We will be entitled to close your Portfolio or Wrapper:
 - a. If you have not given us all documents or information we need to meet our regulatory or legal responsibilities;
 - b. If you have failed to provide us with satisfactory evidence or documentation in order for us to complete our anti money laundering verification process;
 - c. If we believe, acting reasonably, that any information or declaration you have given to us is untrue, misleading, incomplete in any material way, or if you fail to inform us of any information you later become aware of which makes any previous information untrue, misleading, or incomplete;
 - d. If we have to under the terms of a court order;
 - e. If the Cash balance of one or more of your Wrappers has fallen below the minimum balance set out in [clause 3.9](#);
 - f. If you have transferred out, or sold and withdrawn the sale proceeds for, 95% or more of the Value of the Investments and Cash in one or more of your Wrappers;
 - g. If you have legally transferred, or tried to transfer, ownership of your Portfolio to anyone else without our written permission;
 - h. If you have lent, deposited as collateral or used as security, one or more of the Investments in your Portfolio, or have tried to do so, without our written permission;
 - i. If we are unable to comply with our legal and/or regulatory obligations due to your action or inaction;
 - j. If you commit a material breach of any other term of these terms and conditions;
 - k. If you repeatedly breach any of the terms of these terms and conditions in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement;
 - l. If you become subject to any regulatory restrictions or sanctions;
 - m. If you become entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;
 - n. If any warranty given by you in any part of this agreement is found to be untrue or misleading;
 - o. If we are required to do so by law; or
 - p. For any other reason expressed in these terms and conditions or the terms and conditions of an applicable Wrapper.
- (3) We will tell you, in writing, the date on which we will be closing your Portfolio or Wrapper, giving you no less than seven days' notice. If we do decide to close it, we will treat your actions leading to that decision as equivalent to an Instruction from you to close your Portfolio or Wrapper.

13.3 Closure generally

- (1) We will not be legally responsible for any costs, charges, fees, expenses, taxes, or other amounts which become payable by closing your Portfolio or any Wrapper.

- (2) Sometimes we apply sums of money due to you – such as interest, dividends or other income – to the relevant Wrapper in your Portfolio after the closure of your Wrapper or Portfolio. We will attempt to pay these to you or pass them to your new product provider if possible and after deduction of any outstanding charges and fees due. We estimate that the cost to us of the administrative work required to deal with such payments (ignoring the cost of us making a payment to you) is £50. If the sums applied are £50 or less we will keep them to cover or contribute towards the administrative expense; we will not claim any shortfall. However, if the sums applied are more than £50 we will pass them on in full; we will waive the £50 charge so as to make it worthwhile for you or your new product provider to process the payment. We will take steps to ensure that we minimise the number of times we apply these charges by, for example, postponing them until we are reasonably satisfied that we have received all payments we are likely to receive, bearing in mind any external factors such as applicable statutory time limits.
- (3) Where you are only holding Cash in your Portfolio, we may (in line with FCA regulations) remove that Cash from our client money bank account if there has been no activity on your Portfolio for six years. At that point we will write to your last-known address to ask for Instructions for paying your Cash to you. If we do not receive Instructions from you within 30 days of the date of our letter, we may remove your Cash from our client money bank account and you will lose the associated protection of having your money segregated in such an account. Any legal rights you may have will not be affected by this action.
- (4) Should we take the decision to voluntarily cease carrying on business:
 - a. We will notify you of this in writing and give you twelve months from the date of notification to either close your Portfolio or transfer it to another UK based FCA regulated platform provider. If you do not close or transfer your Portfolio within twelve months of that notification, we will have the right to transfer your Portfolio to another UK based and FCA regulated platform. We will provide you with 30 days written notice prior to any such transfer taking place; and
 - b. During the twelve-month period following the date of our notification to you, we may refuse to accept further contributions, transfers or deposits. We may also close a Wrapper by giving you 30 days notice.
- (5) All access to Transact Online will be suspended from the date of closure of your Portfolio.

14. If you die

- (1) If you are a joint Portfolio holder and you die, the Portfolio will automatically pass to the surviving Portfolio holder(s) once we have been formally notified of the death. We will update our records to show this.
- (2) In all other cases the Portfolio will automatically pass to your personal representatives as the Portfolio holders, save for any Wrapper written into trust, for which control will pass to the trustees. Once we are told of your death we will do the following:
 - a. Cancel any regular Transactions and prevent purchase Instructions from being accepted;
 - b. Ask your Adviser to confirm in writing within thirty days that they are authorised to continue giving us Instructions on the Portfolio on behalf of your personal representatives;
 - c. Write to your Adviser and your personal representatives (or solicitors acting on behalf of your personal representatives) to explain what Instructions we will and will not accept relating to the Portfolio; and
 - d. In respect of Wrappers written into trust, write to your Adviser to provide a valuation and where appropriate to obtain contact details for the trustees. We will then write to the trustees for further instructions.
- (3) If there is an Illiquid Asset within your Portfolio at the time of your death it will be necessary for your personal representatives to remove that Illiquid Asset from your Portfolio (by transferring it to another

Portfolio on our platform, or by whatever other means may be available) prior to withdrawing any Cash held and closing your Portfolio.

- (4) We will cease all payments to your Adviser from the point we are notified of your death.

15. Complaints

- (1) If you are not happy with our service, you may raise your concerns with us in the most convenient way for you. This includes in writing, by email, by phone or in person. Please contact us at:

Integrated Financial Arrangements Ltd
4th Floor, 2 Gresham Street
London
EC2V 7AD

Phone: 020 7608 4900

Email: customerfeedback@integrafina.co.uk

- (2) We will handle your complaint in line with our complaints procedure and the FCA rules governing complaints. We will provide a copy of our complaints procedure on request and will, in any case, send you a copy with our letter acknowledging your complaint.

- (3) If we do not deal with your complaint to your satisfaction you can refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

- (4) If your complaint relates to a specific Wrapper, please read the Wrapper key features document or key information document for details of the relevant complaints procedure.

16. Financial Services Compensation Scheme

- (1) If you make a valid claim against us for your Investments or Cash and we cannot meet our liabilities in full, you may be entitled to compensation from the Financial Services Compensation Scheme. You can get more information, including the amount and scope of cover, from:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Phone: 0800 678 1100 or +44 20 7741 4100 (if calling from outside the UK)

Website: www.fscs.org.uk

- (2) For details about the relevant compensation scheme that applies to individual Wrappers and the level of cover provided, please see each Wrapper's key features document.

17. Excluding liability, limits of compensation and relying on others

17.1 Excluding liability

- (1) We will not be legally responsible to you for any costs, charges, fees, expenses, taxes, or other amounts of any description resulting from us following an Instruction from you or your Adviser or your Discretionary Investment Manager (or which we, acting in good faith, believe to be from you or your Adviser or your Discretionary Investment Manager), or resulting from us enforcing any rights under these terms and conditions or the terms and conditions of any particular Wrapper.
- (2) We will not be legally responsible to you for any loss resulting from any third party's failure or delay in carrying out your Instructions or for your Instruction being carried out at a different price than that which we could have achieved if the Instruction had been carried out at the time you expected it to be.
- (3) We will not be legally responsible to you for any loss resulting from any third party's failure to provide us with Cash or Investments to which you are entitled as part of a Transaction.
- (4) Other than as set out in clause 4.3(7) we are not legally responsible for, and therefore will not compensate you for, any indirect or resulting loss or damage, fall in Investment value or loss of investment opportunity howsoever it arises and whether or not that loss or damage could have been expected.
- (5) Nothing in these terms and conditions will limit our legal responsibility for any duty or liability we may have under the PRA or FCA regulatory system (as defined in the glossary to the PRA and FCA combined handbook of rules and guidance), or for death, personal injury, negligence, wilful default, or any other liability for which limitation is prevented by law.
- (6) We will not be legally responsible to you for any loss or damage, fall in Investment value or loss of investment opportunity that is caused by our inability to carry out your Instructions, or a delay in us doing so, where that failure or delay is the result of force majeure or any business interruption beyond our reasonable control.
- (7) We will not be legally responsible to you for any loss or damage, reduction in Investment value or loss of investment opportunity that is caused by the failed or delayed receipt of documents submitted using Upload Documents.
- (8) We will not be legally responsible to you for any loss caused by delays if we require a validated wet signature because a form has been signed electronically and the signature does not match your wet signature.
- (9) We will not be legally responsible for any loss or delay in carrying out an Instruction or for an Instruction being carried out at a different price than that which we could have achieved if the Instruction had been carried out at the time expected, where that failure or delay is the result of a 3rd party providing inaccurate dealing point data or not providing updated dealing point data.

17.2 Limits of compensation

The limits of compensation which we will apply if we make a mistake are set out in [clause 4.3\(7\)](#).

17.3 Relying on others

- (1) If you have chosen to buy or transfer Investments into your Portfolio that are managed by other organisations, we have to rely on (and report on) the information they give us. As a result of this reliance we do not accept legal responsibility for any loss or damage resulting from any failure by those organisations to give us this information, or any inaccuracies in it.
- (2) Where we rely on third parties to obtain market price data in order to carry out your Instructions we do not accept legal responsibility for any loss or damage suffered by you as a result of any mistake or inaccuracy in that data and our reliance on it.
- (3) We will make available various third party documentation, such as a key information document or a prospectus, supplied by a Fund Manager or other product providers through Transact Online. We will try to keep this documentation up to date but we do not accept any responsibility for doing so, or for its accuracy or completeness. In order to ensure that you have the most up to date version of the documentation please check Fund Managers' or other product providers' websites.

18. Compensating us

- (1) You agree to compensate us for all costs, claims, demands, losses, expenses and liabilities we suffer when acting on an Instruction given by you, your Adviser or your Discretionary Investment Manager (or which we, acting in good faith, believe to be given by you, your Adviser or your Discretionary Investment Manager).
- (2) You agree to indemnify us and keep us indemnified against all losses or liabilities of any nature whatsoever incurred by us as a result of any breach by you of any of these terms and conditions.
- (3) You agree that you will indemnify us as scheme provider and/or scheme administrator against any liability to pay any tax or other charges which arise out of the provision of false or misleading information by you, your Adviser or your Discretionary Investment Manager (or which we, acting in good faith, believe to be given by you, your Adviser or your Discretionary Investment Manager).

19. Recording calls

For the protection of both you and us we may record incoming and outgoing calls. We may also monitor your calls for training purposes. You may request a copy of the recording of a call and copies may be provided to regulatory bodies if requested. These records are retained in accordance with our data retention policy and applicable law and regulation.

20. Data Protection

- (1) We are authorised under the Data Protection Act 2018 to maintain, process and store your personal information. Generally we collect information directly from you but we may also obtain information from third parties, such as your Adviser, your employer, HMRC, joint Portfolio holders and credit reference agencies. We will use this information to set up your Portfolio and administer your Portfolio and associated Transactions and for legitimate business reasons including, without limitation, the provision of information to:
 - a. Your Adviser;
 - b. Third parties appointed by you or your Adviser;
 - c. Third party investment managers;
 - d. Our service providers;
 - e. Fund Managers or other product providers;

- f. Governmental bodies or regulatory bodies
- (2) For full details about how we use your information you can access our privacy notice on Transact Online. For details of your rights to access and request copies of data we process about you, please contact The Data Protection Officer, Integrated Financial Arrangements Ltd, 4th Floor, 2 Gresham Street, London EC2V 7AD or call us on 020 7608 4900.
 - (3) For details about the data protection provisions that apply to individual Wrappers please see the privacy notice applicable to that Wrapper.

21. International tax compliance

- (1) You agree that where:
 - a. You have certified on your Portfolio Application Form or on any supplementary forms to being tax resident in any non-UK country; or
 - b. Based on information you have provided to us, or based on publicly available information, we have assessed you to be tax resident in any non-UK country;

For each calendar year you hold a Portfolio with us, certain personal and financial information relating to your Portfolio will be reported by us to HMRC the following year in accordance with the International Tax Compliance Regulations 2015, and may be transferred by HMRC to the government of another territory, in accordance with the relevant agreement in place between the UK and the authorities of that other territory.

- (2) For details about the relevant Tax Compliance rules that apply to individual Wrappers Please see each Wrapper's key features document and the "FATCA and Tax Compliance Regulations – FAQ" user guide, which is available from your Adviser or from us on request.

22. Changes

We may change these terms and conditions without notice in response to changes in relevant laws or regulations where we have to comply with those changes, or if there are changes in other circumstances beyond our control. Otherwise we may change them if we give you not less than one Month's notice.

23. Notices and communications

- (1) If you send us a notice, it must be sent as a secure email through Transact Online, sent to us at the email address appearing at the bottom of the last page of these terms and conditions, posted to us at our registered office or handed to us at our registered office. In all instances any notice must be addressed to 'The Directors'. Notices we send you will be valid if sent to you at your most recent postal or email address on our records, or that of any agent you have appointed.
- (2) We will treat any notice or other communication:
 - a. Delivered by hand as being received at the time it is delivered;
 - b. Sent by post as being received on the second Business Day (for UK mail) or the fifth Business Day (for overseas mail) after the date of posting; and
 - c. Sent by email as being received on the day it is sent (or the next Business Day if the day it is sent is not a Business Day or if it is sent after 5pm on a Business Day).
- (3) All communications between you and us shall be in English.
- (4) Our address and email details are set out at the bottom of the last page of these terms and conditions.

24. Remedies and waivers

- (1) If you or we breach any of these terms and conditions the appropriate remedy can be enforced at any time in the future. No breach by any party will be waived or discharged except with the express written consent of the other.
- (2) If you or we fail to use, or delay in using, any right under these terms and conditions, it will not affect any other rights under these terms and conditions or the use of the same right in the future.

25. Unenforceability

- (1) If any provision of these terms and conditions, or the terms and conditions of any Wrapper, is held by a court or other competent authority to be invalid, illegal or unenforceable, that provision, (or any relevant part of it) shall be treated as deleted to the extent required and the validity and enforceability of the other provisions of the terms and conditions (or the remaining part of a particular provision) shall not be affected.
- (2) If any provision is found to be invalid, illegal or unenforceable, you and we will consult to agree an alternative provision which achieves a similar result.

26. Third party rights

These terms and conditions apply exclusively to you and us and no third party may seek to rely on, or enforce, any of the terms contained herein. A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms contained herein.

27. Governing law

These terms and conditions and any dispute or claim arising in connection with them (including non-contractual claims or disputes) will be governed by English law and any dispute or claim will be dealt with exclusively by the courts of England and Wales. If you do not live in England, Wales, Scotland or Northern Ireland, your Adviser will be your agent for service.



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