

Investment Fund Services Limited

Terms and Conditions

Standard Accounts, ISA Accounts and
Junior ISA Accounts

1. Introduction

These account terms and conditions (**Terms**) apply to all customers that receive services from Investment Fund Services Limited, a member of the Marlborough Group Holdings Limited group of companies. If you have any questions regarding these Terms please reach out to our Investor Enquiries Team (see **How to contact us** section).

Information about IFSL

We are Investment Fund Services Limited (**IFSL**, **we**, **us**, **our**) and we provide fund management services to our clients. We also act as a 'Plan Manager' for Individual Savings Accounts (**ISA**)s and Junior ISAs.

Our company is registered in England and Wales with company registration number 06110770. Our head office is at Marlborough House, 59 Chorley New Road, Bolton BL1 4QP.

Providing fund management services is a regulated activity in the UK so we are authorised and regulated by the Financial Conduct Authority (**FCA**). You can find us on the Financial Services Register (<https://register.fca.org.uk>) with registration number 464193.

We are also approved by HM Revenue & Customs (**HMRC**) to act as the Plan Manager of any IFSL ISA or IFSL Junior ISA (as applicable).

Information about these Terms

These Terms, along with our Privacy Policy, set out the terms and conditions for Standard Accounts, IFSL ISAs and IFSL Junior ISAs as well as any

investments you hold through those Accounts. They also cover any ancillary services which we may provide to you from time to time and to any modification of the services. We'll refer to these services collectively throughout this document as the **Services**. We also refer to **Funds**, which are the investment funds operated by us. The reference to Fund can also be a reference to any sub-fund of a Fund where appropriate.

These Terms constitute a legal agreement between IFSL and you, the Account holder, and take effect once we have received an Application Form from you to open an Account with us.

It is very important for you to understand how your Account works, so if you'd like more information, or if you'd like to receive a copy of these Terms, please contact Our Investor Enquiries Team (see **How to contact us** section).

How to contact us

If you have a financial adviser your financial adviser should usually be your first point of contact, unless we tell you otherwise. But if you have a question, please contact us at the below contact details.

Our operating hours and lines are open Monday to Friday (excluding UK bank holidays) from 9am to 5pm.

Investor Enquiries

For all enquiries:

Email: enquiries@service.ifslfunds.com

Telephone contacts are as follows for investors in IFSL Funds (except for investors in IFSL Marlborough Funds):

Freephone 0808 178 9321 if you are calling from the UK.
+44 1204 803932 if you are calling from overseas.

Telephone contacts are as follows for investors in IFSL Marlborough Funds:

Freephone 0808 145 2500 if you are calling from the UK.
+44 01204 380 060 if you are calling from overseas.

Mail:

Investment Fund Services Limited
PO Box 13586
Chelmsford
CM99 2GS

Online Service:

For those investors who are registered users of our online service called the IFSL Investor Portal ("**Portal User**"), you may self-serve and also send enquiries to us by logging in to your portal account on our website at: <https://www.ifslfunds.com/>.

Our treatment of You

We classify you for the purposes of the FCA's rules as a "retail client". As a retail client, you are entitled to the highest level of protection available under the FCA's rules.

These Terms and the provision of our Services are subject to a number of regulatory regimes including the FCA's rules, the ISA Regulations and other applicable laws, rules and regulations including anti-money laundering regulations as in force from time to time.

We will comply with the applicable regulatory regimes when providing our Services to you. To make sure that remains the case:

- (a) if there's a conflict between these Terms and the regulations then the regulations will take precedence, and
- (b) we may take any action (or not take action) where necessary to comply with the regulations. If we do so, we won't be responsible to you for the outcome of that action (or inaction).

If you'd like more information, you might find it helpful to read our FAQs (<https://www.ifslfunds.com/client-faqs>), though they do not form part of our agreement with you.

Your obligations

By entering into these Terms and opening an Account you confirm that:

- (a) you are an eligible investor (**see section 3 'Am I Eligible For An Account?'**);
- (b) you are domiciled and resident in the United Kingdom and on each occasion that you access the Service, are doing so from the United Kingdom, except where otherwise permitted;
- (c) all information which you provide or have provided to us when using the Service is true, accurate and not misleading in any material respect at the time it is supplied to us and you agree that you will not omit or withhold any information which would cause the information you supplied to be

false, inaccurate or misleading in any material respect; and

- (d) you will notify us if the statements listed (a) to (c) above are no longer true or accurate.

2. What Type of Account is my Account?

We operate three types of Account:

1. Standard Accounts – which are general investment accounts that do not qualify as an ISA or Junior ISA;
2. IFSL ISAs – individual savings accounts for which we act as Plan Manager and which are “Stocks and Shares ISAs” opened by individuals to invest in shares and units in our Funds; and
3. IFSL Junior ISAs – a type of IFSL ISA which is tax-free savings accounts that under-18s can use to save and invest in shares and units in our Funds.

Standard Accounts can be opened jointly by two or up to a maximum of five holders (i.e., main Standard Account holder plus four additional holders), which an Account can have where all of those people satisfy the eligibility criteria set out in **section 3 (Am I Eligible For An Account?)**.

ISAs

Throughout these Terms some clauses will only relate to one of the ISA Account types we offer. Where that is the case we will indicate that by including the relevant wording within a box separated from the rest of the clause (like this one) and

explaining in the header of the box whether the clause relates to both IFSL ISAs or just the IFSL Junior ISA.

3. Am I Eligible for an Account?

Our Accounts and Services are only available to people and entities who are:

- (a) resident in the UK for tax purposes;
- (b) 18 years of age or older (where you are an individual); and
- (c) not a US Person (in this section, **US Person** is as defined in the Prospectus for any Fund invested into by you using any Account).

IFSL ISA

In addition to the eligibility criteria above, you are only permitted to open one ISA of the same type (i.e. one Cash ISA and one Stocks and Shares ISA) in each tax year, beginning on 6 April in any calendar year. The IFSL ISA is a “Stocks and Shares ISA”, so it must be the only one you open in the relevant tax year.

You may make additional payments (up to your annual contribution limit) into existing ISAs.

IFSL Junior ISA

An IFSL Junior ISA can only be opened for an individual who is younger than 18 years of age and who is a resident in the UK for tax purposes and not a US Person.

It can either be opened by:

- (a) an individual with parental responsibility for the child; or

- (b) the child, provided they are 16 years of age or over,

(a **Registered Contact**).

The IFSL Junior ISA must be the holder's only Junior ISA.

An IFSL Junior ISA will turn into an 'adult' IFSL ISA on the day of the child's 18th birthday. On that date, the Individual Savings Account Regulations 1998 as applicable to Junior ISAs will cease to apply to the ISA Account. No action needs to be taken by the child or the registered contact for this process to take place and the registered contact will cease to have any control over the Account, which will come under the sole control of the Account holder.

We may accept non-UK resident persons on a case-by-case basis.

We aren't obliged to open an Account for you, or to give you any reason why we might have decided not to open an Account for you.

If you stop meeting the eligibility criteria set out in these Terms then we may restrict or withdraw the Services from you and you will not be able to make additional investments in our Funds.

4. Can I Open a Joint Account?

You can open a Standard Account with up to a maximum of four joint holders.

You cannot be a joint holder of an IFSL ISA.

All joint holders must satisfy the eligibility criteria in section 3 (Am I Eligible For An Account?) and sign the relevant Application Form.

Once a joint Standard Account is opened, all investments and cash will be owned jointly by the Account holders.

Each joint holder will be individually as well as jointly responsible for any amount which may be due to us under these Terms. That means we can take action against one or all joint holders, regardless of which joint holder was responsible for the amount becoming due.

If one of the joint holders dies, we will treat the surviving joint holder(s) as being the only individual(s) interested in the cash and investments held in the joint Standard Account.

5. How Do I Open an Account or Transfer an Existing Account?

Opening an account with us

To open an Account you will need to complete an Application Form and send it to Registrations Team by post (see **How to contact us** section).

We will also ask you to confirm (i) that you accept these Terms and (ii) that the information contained in your Application Form is true, accurate and complete.

IFSL ISA

To open an IFSL ISA you will need to submit your Application Form and also make subscriptions (payments into your account) for the tax year beginning on 6 April and ending the following 5 April in

which you open an Account and each subsequent tax year. If we receive no subscriptions during an entire tax year, you will need to complete and submit another Application Form before subscriptions can recommence.

The Application Form will require you to set out your directions for the IFSL ISA and we will manage your Account based on those directions.

If you open an IFSL ISA, you authorise us to apply to HMRC on your behalf to make claims for the repayment of, or credit against, tax in respect of the shares of units of Funds held through your IFSL ISA and any income such investments produce. For these purposes you authorise us to provide HMRC with all information we hold about your Account as may be required to make such claims.

When applying for an ISA, the monies for investment must be received before an application form can be processed and any deals placed.

IFSL Junior ISA

To open a new IFSL Junior ISA with us the Registered Contact will need to complete an IFSL Junior ISA Application Form.

The IFSL Junior ISA Application Form will require the Registered Contact to set out directions for the management of the IFSL Junior ISA by us and we will manage your Account based on those directions subject to any regulatory obligations we have.

Subject to any applicable regulations and our discretion to reject an application to open an Account, an IFSL Junior ISA Application Form will be accepted by us

acting as Plan Manager when we receive it.

When applying for a Junior ISA, the monies for investment must be received before an application form can be processed and any deals placed.

Transferring an account to us

IFSL ISA

You may apply to transfer to us either the whole or part of an existing Cash ISA or Stocks and Shares ISA held with another provider, subject to and in accordance with the Individual Savings Account Regulations 1998. To do this you will need to complete and submit ISA Transfer Form.

If you choose to transfer an ISA opening in the current tax year to an IFSL ISA, it must be transferred in full and the balance being transferred must be larger than the minimum subscription amount for the Fund into which you will invest the balance (as set out in the Key Investor Information Document of the relevant Fund). Your allowance for the tax year will continue to apply to your new IFSL ISA following completion of the transfer.

ISAs from previous tax years may be transferred to an IFSL ISA in part or in full and there is no maximum amount you can transfer.

Once we have accepted your ISA Transfer Form:

- (a) these Terms will apply; and
- (b) we will liaise with your current Plan Manager to arrange for your ISA to be transferred (such transfer date not to exceed 30 calendar days).

As the IFSL ISA can only be used to invest in our Funds, if you wish to transfer an existing Stocks and Shares ISA, your current Plan Manager will sell your holdings and send the cash proceeds to us for investment in your selected Funds (this will not affect your allowance). On receipt by us, the proceeds will be invested at the next valuation point for the Fund(s) that you have selected. Please note that the timing of the transfer process is dependent on the existing Plan Manager. Therefore, the value of your ISA may be affected by any rise or fall in markets during this transfer process period.

We don't charge an administration fee for transferring your ISA to us but you should check with your existing Plan Manager to see if you will incur any exit charges. Also, any Initial Charge that applies on investing in a Fund may be charged if you transfer your ISA to the IFSL ISA for investment. Any initial charge applicable to the Funds you will invest in as a result of the transfer will be deducted from the amount transferred.

We will accept into your IFSL ISA income distributions paid by your previous Plan Manager after the date of transfer where those distributions are over £20. We will purchase shares or units in the Funds, of the same type and in the same proportions, as were purchased immediately following the ISA transfer. Income distributions of £20 or less will be returned to the previous Plan Manager for issue direct to you.

IFSL Junior ISA

If you wish to transfer an existing Junior ISA from another provider then the Registered Contact will need to complete and submit IFSL's Junior ISA Application

Form. If you hold an existing Junior ISA or Child Trust Fund then this must be transferred in full as only 1 Junior ISA or Child Trust Fund can be held at any one time.

We are not obliged to accept the Junior ISA transfer.

The IFSL Junior ISA Transfer Form will require the Registered Contact to set out directions for the management of the IFSL Junior ISA by us and we will manage your Account based on those directions subject to any regulatory obligations we have.

Where a Junior ISA is transferred, either at the request of the Registered Contact or because the previous Plan Manager is no longer offering or able to offer Junior ISAs, all the tax benefits are preserved.

Once the IFSL Junior ISA Transfer Form has been accepted by us and the previous Plan Manager has been notified of the transfer, the Registered Contact can in accordance with current legislation stipulate the date on which they wish the holding to be sold by the previous Plan Manager so as to avoid exit or penalty charges if they so wish.

Following the appointed date to transfer a Junior ISA, a contract note will be sent by post to the Registered Contact or as agreed no later than the business day after the shares or units were sold (if you are a Portal User you can also view your contract notes by logging into the IFSL Investor Portal). The proceeds of any redemptions will be sent within four business days after the date on the contract note. If the Plan Manager has not previously been notified by a Registered Contact of a change of name

or address, this may delay remittance of redemption proceeds.

Due diligence requirements in all cases

We will also need to satisfy our identity verification, anti-money laundering and counter-terrorism financing procedures. To do that you will need to provide us with additional information that we ask for. Our policy on customer verification, anti-money laundering and counter-terrorism financing policy is set out in the Prospectus for each Fund.

If we can't verify your identity to our reasonable satisfaction we may require you to provide additional information (such as a certified copy of your passport) before we can open your Account.

There may be a delay in opening your account if you don't promptly provide us with the information we have requested and we won't be responsible to you for any losses you may incur as a result of such delays.

Keep us up-to-date

Please keep your details up to date and let us know immediately if any information you have given us changes. If we discover that any of your information is incorrect, we will update it.

If we ask you for information to allow us to comply with our regulatory obligations and you fail to provide it to us quickly and accurately, we may have to suspend your account. If we have to do that then we will not be responsible to you for those actions.

6. How Can I Fund My Account, Receive Income Payments and Withdraw Money?

You may invest by adding lump sums of money to your Account or, alternatively, by using our Regular Savings Plan where applicable. The specific Fund prospectus will state whether the Fund allows a Regular Saving Plan. Alternatively, you can contact our Investor Enquiries Team by telephone to enquire if your Fund allows a Regular Savings Plan (see **How to contact us** section).

If you want to:

- (a) transfer cash to your Account by Faster Payment, BACSCHAPS or Faster Payment;
- (b) receive income payments from your investments; or
- (c) receive redemption proceeds directly to your bank account,

you will be required to provide us with your bank account details.

It is your responsibility to make sure the bank details you have registered with us are correct.

We will only accept payments from a bank account held in your name, or where your Account with us is held jointly, payment from one of the registered holders. Alternatively, you may issue a cheque from your account. If you want to make a payment by other means, you will need to contact our Investor Enquiries Team by telephone (see **How to contact us** section).

To make a payment, you can choose one of the following options:

(i) Debit Card (by phone): Please call us by telephone (see **How to contact us** section), to make a payment securely over the phone using your debit card (please see also section 16 **How do you protect my money?** Section regarding payments by debit card); or

(ii) Cheque (by post): If you prefer to send a cheque, please make it payable to Investment Fund Services Limited and include your name and account number on the back of the cheque. This helps us match your payment to your investment instruction.

If you have provided us with bank account details, payments from us to you in connection with the Services (such as income payments or redemption proceeds) will typically only be paid-out of your Account to your registered bank account. In some circumstances, we may use other payment methods where it is considered appropriate (for example, by cheque). Payments will only be made to bank accounts that are sufficiently verified as being your bank account (except where otherwise agreed by us (at our sole discretion) or where we are otherwise required to make a payment to another bank account).

IFSL Junior ISA

Payments made to an IFSL Junior ISA account can be accepted from other parties other than the registered holders.

Regular Savings Plan

A regular savings plan is a facility that allows you to make monthly payments into your Account which can be

automatically invested in the Fund or Funds you select.

The minimum amount that can be invested each month under a regular savings plan is set out in the Prospectus of the relevant Fund.

If you set up a regular savings plan, the monthly payments will be deducted on or about the relevant collection date each month by direct debit. You can instruct us to set up or cancel a regular savings plan at any time on giving us 10 business days' prior notice to the collection date.

To set up a regular savings plan you must complete an Application Form including the signed direct debit mandate section - this will enable us to debit monies from your bank account each month and for the dealing instruction you have given under your regular savings plan to be placed.

To cancel a regular savings plan please see the 'how to contact us' section and we will guide you through the process.

Where you have set up a regular savings plan, we will treat your initial instruction to set up the regular savings plan as a single investment decision.

By setting up a regular savings plan, you expressly agree to us providing you with updates to the Key Investor Information Document in respect of each investment that you make through that regular savings plan, which we will do by making it available at <https://www.ifslfunds.com>.

The instruction to purchase the Fund(s) you have selected for your regular savings plan will be executed when we receive your payment (**see section 25 'Payment Terms'**). In the event that we

are unable to collect a payment in respect of your regular savings plan, your order will not be executed and your regular savings plan may be terminated.

We may terminate your regular savings plan at any time and will notify you accordingly.

IFSL ISA

You may use your regular savings plan to make regular payments in your IFSL ISA.

You will be subject to the overall annual contribution limits stated by HMRC or, in the case of additional permitted subscriptions, subject to any additional allowance (**see section 7 ‘Are There Limits On How Much I Can Put In My Account?’**). It is your responsibility not to exceed the overall annual contribution limits stated by HMRC.

If we become aware that you have placed an instruction in excess of your annual contribution limit for a tax year, we will reject the Instruction in its entirety, and will use best endeavours to notify you of this by telephone on the same day to request confirmation whether you wish to proceed with a new instruction within the scope of your annual contribution limit for the tax year.

If we are unable to reach you by telephone, we will write to you the next business day to request confirmation of whether you wish to proceed with a new Instruction within the scope of your annual contribution limit for the tax year.

7. Are There Limits on How Much I Can Put in My Account?

IFSL ISA

You may fund your IFSL ISA up to your ISA subscription allowance in each tax year.

A one-off *additional* permitted ISA subscription allowance (**APS**) is available to the surviving spouse or registered civil partner of a deceased ISA investor, where that ISA investor has died on or after 3 December 2014.

For more information on APS and to find out if you are entitled to an APS, please see our APS Guide. To submit a request for an APS, please see our Additional Permitted Subscription form, which can be found on the [literature page](#) on our website.

If you want to find out the value of an APS that you may be entitled to, you will need to submit a “Request to Disclose Additional Permitted Subscription (APS) Allowance Value” form, which you can find on the [literature page](#) on our website.

IFSL Junior ISA

An IFSL Junior ISA may be funded up to the Junior ISA subscription allowance in each tax year.

One or more lump sums may be invested into an IFSL Junior ISA during a tax year subject to regulatory requirements. The initial investment or any additional lump sum contributions are subject to the minimum amount specified in the relevant Fund Prospectus into which an investment will be made.

All subscriptions to an IFSL Junior ISA are a gift to the child. They may not be returned to the subscriber if, at a later date, the subscriber changes their mind.

8. How Do I Make Investments?

Buying

You may instruct us to buy, sell or exchange shares or units in our Funds either via your financial adviser or to us directly. Deal Instructions are accepted by post and by telephone and for Portal Users these can be sent via the IFSL Investor Portal (see **How to contact us** section). **Please note**, all telephone lines will close at 2.00pm London (UK time) on Christmas Eve and also New Year's Eve where these days fall on a business day.

IFSL payment details are specified in our Application Form (see also **section 25 'Payment Terms'**).

If you are investing in a Fund that is denominated in a different currency than GBP (as shown in the Fund's Prospectus), payments must be made in the relevant currency. In these circumstances, please arrange to contact our Investor Enquiries Team by telephone (see **How to contact us** section).

The processing of your instruction may be delayed if (i) you do not confirm that you have read the relevant Key Investor Information Document for the Fund(s) in which you are looking to invest, or (ii) your instruction is unclear or incomplete.

Please also note that if a subscription is cancelled, any amount returned to you may be less than the amount you invested if there has been reduction in the value of your investments caused by market movements.

Once you have instructed us to buy shares or units in our Funds we will

(acting as your agent) send payment to and instruct the Fund's Trustee or Depositary to create the correct number of shares or units in the relevant Fund (see also **section 25 'Payment Terms'**). Any payment made to the Trustee or Depositary will be invested in accumulation or income shares or units based on your instruction at the price calculated at the next valuation point for the Fund, minus any charges (see **section 24 'When You Might Owe Us Money'**). If you don't specify whether you want to purchase income or accumulation shares in the Application Form, we will use best endeavours to contact you by telephone on the same day to request confirmation. If we are unable to contact you, we will reject the Instruction in its entirety and return the payment to you.

The shares or units will typically be created at the Valuation Point on which your instruction is executed.

Once the shares or units in the Fund have been created they will be registered as follows:

Standard Account

- if held individually– in your name only
- if held in a joint Account – jointly in the names of the Account holders

IFSL ISA

- The shares or units and any other rights or benefits held in your IFSL ISA will be, and must remain, beneficially owned by you at all times and must not be used as security for a loan or otherwise.
- jointly in your name and in the name of a nominee of IFSL,

which may be an IFSL group company.

Because of this structure, neither we nor you will be allowed to lend or borrow against shares or units in the Fund held by us, or the title documents, to somebody else. You may not transfer your interest in the shares or units to another person, or the income derived from it.

We, or our nominee, will hold the registration and title documents to the investments in your IFSL ISA.

IFSL Junior ISA

- The title to the IFSL Junior ISA investments will be registered in the name of the child and the Plan Manager's nominee, which may be an IFSL group company.
- IFSL Junior ISA investments shall be in the beneficial ownership of the child.

Because of this structure, neither we nor you will be allowed to lend or borrow against shares or units in the Fund held by us, or the title documents, to somebody else. You may not transfer your interest in the shares or units to another person, or the income derived from it.

We, or our nominee, will hold the registration and title documents to the investments in your IFSL ISA.

General

All instructions and related transactions constitute a separate contract between you and us, where we act for ourselves and as agent for the relevant Fund(s).

We may reject any instruction at our absolute discretion without giving you any reasons, although we will notify you promptly if we do reject your instruction.

Instructions received on a day that is not a dealing day for the Fund will be processed on the next dealing day. Instructions received before the cut-off point on a dealing day (as specified in the Fund(s) Prospectus) will normally be executed at the next valuation point unless the delay is due to a reason caused by you (for example, there is information missing from the instructions provided by you). Orders received after the cut-off point will normally be executed prior to the next valuation point, in accordance with the terms of the relevant Fund's Prospectus.

We can't guarantee that it will be possible to amend or rescind your instruction after you have submitted it. If you believe that you have submitted an incorrect instruction, you should immediately notify IFSL's Investor Enquiries Team by telephone (see **How to contact us** section).

Following the execution of an instruction and receipt of your payment, we will send you a contract note by post (if you are a Portal User you can also view your contract notes by logging into the IFSL Investor Portal).

We will only carry out instructions where we reasonably believe they are from you or your authorised representatives (such as any financial adviser, portfolio manager or under a power of attorney).

IFSL Junior ISA

Any instructions from registered contacts shall be sent in writing to the Plan Manager at Marlborough House, 59

Chorley New Road, Bolton, BL1 4QP. Registered contacts can also submit instructions via telephone or via the IFSL Investor Portal for Portal Users (see **How to contact us** section).

If a registered contact carries out any transactions in the Junior ISA through a financial adviser, the Plan Manager will treat that financial adviser as the Registered Contact's agent and may disclose full details of the Junior ISA to any such agent and may accept instructions from any such agent in respect of the Junior ISA.

Joint Holders

Each joint holder of an Account authorises us to accept subscription Instructions submitted by any of you and you confirm that where any one of you submits an instruction to subscribe, we may rely fully on such instructions as binding on each of you. All other instructions, including any account / register updates, require all joint holders to authorise the change / instruction. In the case of trust investors, all instructions and requests will be handled and accepted by us provided that such instructions or requests have been given in accordance with the relevant provisions of the trust deed(s) relating to such trust (where the relevant trust deed(s) have been provided to us).

This authorisation will apply to any further shares or units in our Funds purchased in the joint Account and shall remain in force unless and until we receive notice in writing of its termination or replacement and shall be without prejudice to the completion of transactions already initiated pursuant to this authorisation.

9. What Terms Apply to Investments I Make in Funds?

When you invest in any shares or units of our Funds through the Service, there are a number of additional documents that will govern that investment. They are, the most recent Prospectus of the Fund, the Key Investor Information Document and the Supplementary Information Document. You should make sure you have read and understood those documents before you make any investment into a Fund from your Account. You can view these documents via the literature section of our website (<https://www.ifslfunds.com>) or if you require paper copies please contact our Investor Enquiries Team by telephone (see **How to contact us** section).

Each instruction or order submitted to purchase or exchange shares or units in our Funds is subject to the terms of the relevant Prospectus of the Fund as well as these Terms.

IFSL ISA

The Prospectus for each Fund will indicate if the Fund's shares or units are eligible to be included within an ISA. If they aren't you will be unable to use your IFSL ISA to invest in the relevant Fund.

IFSL Junior ISA

Investments into an IFSL Junior ISA can only be made into our Funds.

Once your IFSL Junior ISA is open, any lump sum investments made will be carried out at the next valuation point of the relevant Fund(s) into which an investment is to be made. The valuation point will be specified in the Fund's Prospectus.

We will send contract notes by post (if you are a Portal User you can also view your contract notes by logging into the IFSL Investor Portal), to the Registered Contact. They will be sent no later than the business day immediately following any investment.

10. Will I Get Confirmation of Investments?

We will send you a contract note by post (if you are a Portal User you can also view your contract notes by logging into the IFSL Investor Portal) or other confirmation after each transaction in shares or units of our Funds. Among other things, it will show the dealing date, amount and value of the shares/units of the transaction.

If you invest via a regular savings plan this information will be shown in statements which will be sent to you every six months.

Junior ISA

In the case of a Junior ISA, the statements will be sent every six months to the Registered Contact.

Where we are required to do so, we will send you an annual statement of the Client Money that we are holding for your Account at the end of the period covered in the statement.

We will send all Account holders a statement every six months with details of the number and value of the investments in your Account and details of all transactions undertaken during the preceding six months.

You can also request to receive a written copy of the annual report and accounts of

the Fund(s) in which your Account is directly invested.

If you are a joint holder of an Account, all information and reports will be sent to the first person named on the Fund's register of investors, unless we have specifically agreed with you otherwise.

11. What Investments Are Available?

You may only hold shares or units in our Funds through your Account.

We reserve the right to add or withdraw Funds from the Service. In the event that you are no longer able to deal in shares or units in a Fund that you are invested in through the Service, you should contact our Investor Enquiries Team by telephone (see **How to contact us** section).

12. Can I Switch Between Investments?

You can ask us to sell your shares or units in a Fund and reinvest the proceeds in other share/unit classes of the same Fund or in shares or units of a different Fund. Please note that once you've asked us to do this you can't change your mind or cancel the transaction.

If you want to switch to a different Fund or convert your share/unit classes into other share/unit classes of the same Fund, then please use the relevant Switch & Conversion Form on the [literature page](#) on our website. As long as you have given us a valid and complete Instruction, we will sell your original shares or units at the next valuation point for the Fund. The new shares or units that you are switching to will be purchased at

the valuation point for the Fund which coincides with the sale of your existing investment (if available) or otherwise they will be purchased at the next available valuation point for the Fund you are switching into.

If you invest in a Fund via our regular savings plan, your payments will continue into the original Fund or share/unit class (as applicable) unless you tell us otherwise.

Where permitted by the Prospectus and Key Investor Information Document for the relevant Funds, there may be a charge applied for switching between Funds and/or share/unit classes. If applicable, switching charges will be deducted from the sale proceeds of your original shares/units before the investment is made in your new shares/units.

13. What Rights Do I Have In Respect Of My Investments?

If you have invested in a Fund, you will be able to attend meetings of the Fund's shareholders and exercise voting rights at such meetings by giving us a letter of direction instructing us how to vote on your behalf.

IFSL Junior ISA

The Plan Manager is under an obligation (subject to any provisions made by or under any other enactment) if the registered contact so elects, to arrange for the registered contact to be able to attend and vote at unitholder/shareholder meetings and to receive any information issued to holders which is in addition to the annual report and accounts which are

sent to the holders on the distribution dates.

For the purposes of constituting a quorum at any meeting of unitholders/shareholders, the Plan Manager shall be entitled to count holdings of shares or units in the Fund.

14. How Do I Sell Investments and Withdraw My Money?

Selling Investments

You may instruct us to sell some or all of your shares or units in our Funds at any time, either via your financial adviser or to us directly. Deal Instructions are accepted by post and by telephone or if you are a Portal User then Deal Instructions can be sent by logging into the IFSL Investor Portal (see **How to contact us** section).

If you wish to make a withdrawal, then please use the relevant Withdrawal Form on the [literature page](#) on our website. If you provide your instruction by post, by telephone or if you are a Portal User by logging into the IFSL Investor Portal, then you may be required to sign and return to us a completed Renunciation Form before we can pay the redemption proceeds to you. The Renunciation Form, if applicable, will be sent to you with your contract note the day after your shares or units are sold.

If your instruction is provided by telephone we reserve the right to also make you submit a written instruction before we carry out the transaction.

Unless we need to confirm or clarify your instruction, any instructions received before the cut-off point on a dealing day

(as defined in the Prospectus) will be executed on that dealing day and the Depositary / Trustee will cancel your shares / units at the next valuation point for the relevant Fund(s). Any instruction received after the cut-off point on a dealing day will be processed on the next dealing day. Once your Instruction has been received by us, it cannot subsequently be changed or cancelled.

The proceeds from any sale will be held in a client money bank account on your behalf. These funds will be paid to your account on the settlement date, as defined in the fund's Prospectus, once a validly signed Renunciation Form (see below) has been received.

Subject to these Terms, provided that we have received a signed Renunciation Form or other valid payment instruction and our anti-money laundering and client identification checks are satisfied (as disclosed in the Prospectus), we will pay amounts due to you on the payment date, either directly from the client money account or from our own funds.

If we do pay you from our own funds, you acknowledge that we do this on behalf of the relevant Fund and we will be entitled to any amounts subsequently paid into the client money account from the Fund following the redemption.

No interest will be earned on sums in your Account between the date your shares or units are sold and the date the payment is received by you.

Withdrawing Money

You can withdraw some or all of your money from your Account at any time.

If you want to withdraw some, but not all, of your money please be aware of the

minimum redemption and holding requirements for the Funds you are invested in.

IFSL Junior ISA

Investments including cash and the income earned by a Junior ISA, may only be withdrawn in the following circumstances:

- where a terminal illness claim made on behalf of the child has been agreed;
- on closure of the Junior ISA; or
- to meet certain provider management charges and other specific expenses – allowable charges and deductions under the management agreement include redemption of units at the investor's request to pay charges due to their adviser.

In the case of partial withdrawals:

- (a) we reserve the right to make a full withdrawal and close your Account if the requested partial withdrawal will cause the value of your Account to fall below the minimum holding value set out in the Prospectus of the relevant Fund;
- (b) if your requested withdrawal will cause your investment in a Fund to fall below the minimum holding threshold for that Fund, we reserve the right to make a full withdrawal of your investment from that Fund;
- (c) unless you give IFSL specific instructions with your withdrawal request your request will be rejected if we

are unable to contact you within the required timeframes.

If you request a full withdrawal, we may treat it as an instruction to close your account (**see section 20 ‘How Can I Close My Account?’**).

If you have provided us with details of your bank account, payments will be paid out. If you haven’t registered your bank account details with us we will make withdrawal payments to you by cheque, unless we have specifically requested bank details from you. We will hold any money to be paid to you by cheque or otherwise as Client Money and in the case of a cheque until it has cleared.

We may deduct from any withdrawal to be paid to you any outstanding fees, charges, expenses, taxes and other levies due in accordance with these Terms and may also retain such sums as we may reasonably estimate to be required to meet any tax liability for which we must account to HMRC or any other relevant tax authority. Any amount due may be held in our client money account (on your behalf) pending payment to HMRC or any relevant tax authority. Payments may be delayed in accordance with our security and anti-money laundering procedures (as described above and in the Prospectus).

15. What Can I Do with the Income I Earn on Investments?

There are two options available to you in respect of any income you earn on your investments. You may:

1. allow the income to accumulate within the Fund or, where there is

- no accumulation share class available, reinvest it into the same class of units or shares in the Fund from which it was earned; or
2. have it paid out to you.

If we accumulate or reinvest income either because you’ve asked us to, or because you’ve not specifically told us to distribute it to you, it will be automatically accumulated or reinvested at no initial charge.

If you have told us you want to receive income from your Account, it will be paid out to you directly by the relevant Fund on or before the date identified in the Fund’s Prospectus as the “Income Allocation Date”. Details on how and when payments will be made are set out in the Fund’s Prospectus.

IFSL Junior ISA

Any income that accumulates on investments made by your IFSL Junior ISA are always held in accumulation share classes where available. Where accumulation share classes are not available then the accumulated income will be reinvested into the Account.

16. How Do You Protect My Money?

We will treat any money that we receive from you, or which we hold on your behalf, in connection with the provision of our Services as “Client Money” in accordance with the FCA Rules. Your money will remain as Client Money until it is invested in our Funds, or paid out to you. However, please see below in this section 16 regarding payments made to us by debit card, which are processed through a third party payment services

provider **before** the money is settled and received by us.

We will always hold Client Money in a client money bank account, held with an authorised bank, in the UK, as we may select from time to time. This account will be separate to any account used to hold money belonging to us. We do not pay interest on any cash balances held in the client money bank account.

Once any payment you have made for an investment into a Fund is sent by us to the Depositary in settlement of the amount owed for your investment, it shall no longer be treated by us as Client Money.

You should only use your Account for the purpose of investing in our Funds and your Account should not be treated as a bank account.

We are not responsible for the actions of the bank who hold our client money account. In the event of the bank's failure or insolvency, we will have a claim against the bank on behalf of you and other investors using the Services. If the bank cannot repay all of its creditors, any shortfall may have to be shared proportionately by all of the bank's creditors (including us and our clients). In such circumstances, you may be entitled to compensation under the Financial Services Compensation Scheme (see the Supplementary Information Document for information on the FSCS). We can provide you with further information about the FSCS compensation arrangements if you contact Investor Enquiries Team (see **How to contact us** section) or you can visit the FSCS website at www.fscs.org.uk.

If you close your Account and we hold any cash balances that we are unable to return to you for any reason, that money will be held in a client money account.

Payments made by debit card:

Please note that if you make payments to us by debit card the payment funds will be processed through Worldpay (UK) Limited (company number 07316500) and/or its affiliates, including Worldpay Limited (company number 03424752) and Worldpay AP Ltd. (company number 05593466) (collectively, "**Worldpay**"). Worldpay are authorised and regulated by the Financial Conduct Authority under The Payment Services Regulations 2017 (as amended).

If you have any questions, please contact us by telephone (see **How to contact us** section).

17. What If a Fund Suspends Dealings or Valuations?

In the event that a Fund in which you are invested in, or wish to invest in, suspends valuations and/or dealings, your ability to buy, sell or exchange shares or units in that Fund via your Account may be restricted or suspended. Details of each Fund's suspension powers are set out in the relevant Prospectus.

18. Can IFSL Transfer My Account to Someone Else?

If we transfer all or part of our business to a third party (for instance as part of a sale of our business) we may also transfer any client money that we hold on your behalf

that relates to the transfer. By entering into these Terms you agree to such transfer.

We'll only transfer your client money to a third party who we have confirmed will hold your client money in accordance with the FCA's client money rules or where it has adequate measures to protect your money.

In any event you will be entitled to have your client money returned to you as soon as practicable at your request.

We will write to you in the event of any transfer of your client money to a third party, informing you:

- (a) whether or not the sums will be held in accordance with the FCA's Client Money rules and if not how the money transferred will be held;
- (b) the extent to which the money will be protected under any compensation scheme; and
- (c) reminding you that you have the right to request the return to you of your Client Money.

19. Can I Transfer My Account to Another Provider?

IFSL ISA

If you want to transfer either the whole or part of your IFSL ISA then you should first make an application through your proposed new Plan Manager. If accepted, the proposed Plan Manager should forward your instructions to us requesting the transfer of your IFSL ISA to the proposed new Plan Manager in accordance with the relevant regulations.

You have two options for how the transfer will work. We will, on your instruction, either:

- (a) transfer the ownership of the shares or units to your new Plan Manager; or
- (b) sell your shares or units and transfer the cash proceeds to your new Plan Manager.

If you choose the cash transfer option, the cash proceeds of any sale will be held in your client money account until transferred to your new Plan Manager.

If you select a share/unit transfer, the arrangements will need to be agreed with your new Plan Manager and you will need to sign a Re-registration Agreement so that the shares/units can be registered in the name of your new Plan Manager.

We might require you to transfer ownership of some or all of your investments despite your instructions to the contrary. If we do this, you acknowledge that the transfer of your IFSL ISA will not proceed until you enter into a Re-registration Agreement in respect of the transferring shares/units.

When transferring an IFSL ISA for the current tax year, the transfer must be made in respect of all subscriptions (including any related income) made by you that tax year. You can transfer all or some of the subscriptions you have made in previous tax years.

The transfer will take place on your instruction and will be completed by your chosen date, or the date that you agree with us where that date gives us a reasonable period to carry out your request, but not more than 30 days.

If you transfer your IFSL ISA, where income has been selected to be reinvested, then any accrued income will be forwarded to the new Plan Manager, provided such new Plan Manager accepts such amount, otherwise, we will pay any accrued income directly to you.

Outstanding charges or payments due to HMRC in accordance with the Individual Savings Account Regulations 1998 may be deducted from your IFSL ISA before it is transferred to your new Plan Manager.

If you choose to transfer only part of your IFSL ISA, your Account must have at least (i) the value of the minimum holding stipulated by each Fund that your Account is invested in (as set out in the Prospectus) and (ii) £500 overall. If your balance goes below either or both of those thresholds then we may treat your partial transfer as an instruction to transfer the whole IFSL ISA.

IFSL Junior ISA

If you have an existing Junior ISA or Child Trust Fund Account and wish to open an IFSL Junior ISA you will have to transfer your existing Junior ISA or Child Trust Fund Account to an IFSL Junior ISA as you can only hold one Junior ISA or Child Trust Fund Account at any given time.

20. How Can I Close My Account?

If you want to close your Account you can give us confirmation in writing and we will treat the notice as effective once we receive it, subject to the settlement of any outstanding transactions. The closure of your account will not prevent the completion of any transactions already initiated prior to the closure.

In the event that you terminate your Account, any income accruing to you will be paid on the Fund's next income allocation date, or the previous working day where the income allocation date falls on a non-working day, after receipt of such income by us.

We can close your account immediately:

- (a) if you are using, or allowing another person to use, your Account illegally or for criminal activity;
- (b) in the event of your bankruptcy or fraud;
- (c) if a withdrawal from your Account reduces the value of your Account below the threshold value set out in the Prospectus of the relevant Fund; and
- (d) if we cease to be sufficiently authorised and regulated by the FCA.

IFSL ISA

We may close your IFSL ISA immediately if it is voided in accordance with the Individual Savings Account Regulations 1998. We will notify you if, by reason of any failure to satisfy the relevant regulations your IFSL ISA has or will be no longer exempt from tax – i.e. if it has been voided. If your IFSL ISA is voided, we will convert it into a Standard Account and will transfer the shares or units into your name. We may sell shares or units to cover any charges or other amounts due to us and to cover any tax liabilities as a result of your IFSL ISA being voided.

If we close your IFSL ISA, we will typically sell the shares or units in the Funds and pay you the proceeds, subject to compliance with the Individual Savings Account Regulations 1998.

In some circumstances we may agree with you that instead of selling the shares or units in the Funds, we will transfer them to you (or in the case of an ISA transfer, into the name of your new Plan Manager). If this happens your shares or units will be held in a Standard Account.

We may deduce any charges or other amounts due to us, including any tax liabilities arising under the Individual Savings Account Regulations 1998, and any additional expenses reasonably incurred by us when terminating the IFSL ISA.

We can also close your Account immediately, but only after we've given notice to you in writing, if you:

- (a) have materially breached any of the Terms or have otherwise provided us with false or misleading information;
- (b) have behaved in an inappropriate manner (for example, if you abuse any of our staff);
- (c) cease to be an eligible investor (**see Section 3 'Am I Eligible For An Account?'**); or
- (d) are no longer invested in Shares in any of the Funds.

We can also close your Account by giving you 30 business days notice in writing.

IFSL Junior ISA

You can also close your IFSL Junior ISA but you will not be able to convert it to a Standard Account or Transfer the units or shares as the account holder who is under 18 will be ineligible to hold them. You can therefore only close your IFSL Junior ISA by transferring it to an alternative Junior ISA provider.

Please see section 21 on 'how do I cancel my agreement with IFSL' for information on how to cancel your IFSL Junior ISA.

21. How Do I Cancel My Agreement With IFSL?

These Terms will remain binding on you until all your Accounts are closed.

In respect of each investment you may make in a Fund, your cancellation rights (if any) are set out in the relevant Application Form, Prospectus and/or Supplementary Information Document for the Fund.

IFSL ISA

In cases where you have received advice, you may cancel your application to open an IFSL ISA or Junior ISA or transfer your ISA to us by completing and returning to us the written cancellation notice which will have been sent to you by us when your Application Form was accepted, or in the case of ISA transfers, when the first transfer payment was received by us.

You have 14 calendar days from receipt of your cancellation notice to return it to us to cancel your application.

Proceeds from cancelled payments will typically be made to the original source of payment unless exceptional circumstances mean that it is not possible.

In the case of a cancelled ISA transfer, you must request that your investment is transferred either to:

- (a) your previous ISA Plan Manager; or
- (b) a new ISA Plan Manager.

If you fail to let us know which option you have chosen your ISA will be closed and you will lose the tax benefits of your investment.

Please note that the amount returned to you when you cancel your IFSL ISA or Junior ISA may be less than the amount you invested if there has been reduction in the value of your investments caused by market movements.

IFSL Junior ISA

IFSL Junior ISA's may not be terminated except in exceptional circumstances, where the IFSL Junior ISA is found to be invalid and on instruction from HMRC.

If the IFSL Junior ISA is terminated or transferred the Plan Manager shall make or cause to be made such payments, subject to any reasonable retentions or deductions which the Plan Manager may be entitled or bound to make for any purpose, including recovery of expenses properly incurred by the Plan Manager.

The registered contacts of new Junior ISAs may be entitled to cancellation rights under the Financial Conduct Authority's Conduct of Business Rules if they have received investment advice. Where applicable the registered contact will have the right to cancel the account within 14 days after receiving notice of the cancellation rights from the Plan Manager. If you exercise the right to cancel, any money paid to the Plan Manager will be repaid (subject to deduction of the amount, if any, by which the value of the investments held in the Junior ISA have fallen).

The Plan Manager may terminate an IFSL Junior ISA only in exceptional circumstances and where instructed to do so by HMRC. Any termination of a

Junior ISA by the Plan Manager shall not entitle the relevant Registered Contact or Child to any compensation or damage under this clause. Termination of a Junior ISA will be without prejudice to the completion of incomplete transactions undertaken as part of that Junior ISA.

22. What Happens to My Account If I Die?

If you are a joint holder, your Account will continue in the names of the surviving first named holder and any joint holder(s).

If you are not a joint holder, until such time as we receive instructions from your personal representatives, your money will remain invested in the Funds and any income to be distributed shall be held by the relevant Fund(s) in its/their distribution account(s). These Terms will be binding on your personal representative(s).

We will require evidence of proof of death and entitlement of your personal representatives to administer your estate, such as a copy of the death certificate and a grant of probate or letters of administration as appropriate. Once we have the information we need to proceed, your personal representatives may instruct us to sell your shares or units at the next valuation point and to close your Account. Alternatively, your personal representatives can instruct us to transfer the shares or units into the names of one or more of your beneficiaries.

IFSL ISA and IFSL Junior ISA

Under the current Individual Savings Account Regulations 1998, your IFSL ISA automatically ceases to be exempt from tax on your death and will terminate. This means that the tax benefits of an IFSL

ISA will not apply to any interest or gains due following your death, but the tax benefits accrued prior to death will be preserved. We will continue to hold the investments in your IFSL ISA until we receive instructions from your personal representatives. We may continue to deduct any charges or other amounts due to us, and any tax liabilities under the Individual Savings Account Regulations 1998, from your IFSL ISA.

23. Risk Warnings

All investment involves risk. In particular, you risk the loss of all of your capital (the money you invested).

You should not invest in a Fund unless you have fully understood the risks and determined that proceeding to make an investment is suitable for you and your financial position.

Please make yourself familiar with the risk warnings in any of the documentation relating to the Fund, including the prospectus and KIID. You can obtain those documents from our Investor Enquiries Team on demand.

Please also be aware of the following general risks:

- (a) An investment in shares or units of a Fund involves risk and the value of your investment may go up or down based on external factors outside of our control, such as price fluctuations in financial markets;
- (b) We do not provide investment advice, tax advice or legal advice. You should consider the terms of an investment into a Fund carefully and, if in doubt, seek professional advice before

making any investment decisions;

- (c) The tax treatment of an investment into a Fund will depend on individual circumstances and may be subject to change;
- (d) Depending on the terms of the relevant Fund's Prospectus, IFSL may mandatorily redeem or convert your investment; and
- (e) We do not assess the suitability of a Fund for you, though they are designed to be appropriate for retail investors. We only act on your instructions. By giving us instructions to make investments into Funds from your Accounts you accept and confirm that you have sufficient knowledge and experience to make your own investment decisions based on your own judgement.

24. When You Might Owe Us Money

We do not charge a fee for providing the Services directly. However, charges will apply to your investments in the Funds as detailed in the Prospectus and Key Investor Information Document for each Fund.

We may introduce charges for providing the Services you have elected to receive and we will give you 60 calendar days' prior notice in writing before we do. If you are unhappy with the introduction or increase of a charge, you can close your account as set out in **section 20 'How Can I Close My Account?'**.

We will not charge you for closing your Account in these circumstances.

IFSL ISA

If we seek to impose or increase a charge in relation to your IFSL ISA then you can transfer your IFSL ISA to another Plan Manager as set out in **section 19 ‘Can I Transfer My Account To Another Provider?’**.

We will not charge you for transferring your IFSL ISA in these circumstances.

You will need to pay us for the value of the shares for the trade placed and ensure that any monies received are settled with us in the denomination of the Fund as stipulated in the Fund’s Prospectus. Any shortfall will be at your expense.

You will owe us any currency conversion costs and fees incurred by us if we agree with you that you can pay for your investments from your Account in a currency other than GBP.

You will also be responsible for any currency conversion costs and fees that you may incur when requesting a withdrawal to a bank account held in a currency that differs from the Fund denominated currency.

We will be entitled to deduct and retain all charges payable under these Terms (including Fund charges) and may apply any cash or sell any shares or units to pay such charges or to pay any tax liabilities in connection with your Account.

25. Payment Terms

Any payment for shares or units in a Fund that you have subscribed for should be received by us no later than the last business day on which the Fund’s Prospectus stipulates. In this section we’ll call that date the ‘Payment Date’. See

also section 6 ‘how can I fund my account, receive income payments and withdraw money?’.

Unless you are investing in a Fund that is denominated in a different currency (as shown in the Fund’s Prospectus), all payments made in respect of your Account should be in GBP.

When you pay by cheque you should make sure that it is delivered in good time for the money to be settled on your Account by the Payment Date.

If you make a late payment we reserve the right to cancel the affected shares or units and remove you from the Fund’s register of unitholders. If that is necessary, we may charge you for reasonable losses, costs and expenses that we or the Fund incurs, except where we cancel shares or units because of a processing error on our part.

If the first payment into your Account is late we may also close your Account.

Your money will be held in a pooled client money bank account, in accordance with FCA’s Client Money rules, until it is paid into the relevant Fund, or to the bank details you provide to facilitate a redemption of units. The pooled client money bank account is an instant access current account in our name, in which we hold client money. The Bank with which the account is held acknowledges that the account is used to hold client money, and that it has no recourse to any money held in this account, in the event that we owe any money to the Bank, or any third parties. As such, your money is always held separately to any cash belonging to us or any of our group companies.

We will not be liable in the event of the Bank's failure. In this scenario, your claim will be for a share of the cash held in the pooled client money bank account at the Bank. You may also be able to initiate a claim with the FSCS.

If you don't make payment in time, we reserve the right to pay the relevant Fund for your shares or units out of our own money. If we do that then you will owe us the relevant amount and upon receipt, we will pay it to us as set out in this section.

26. Our Liability to You

We accept responsibility for any losses, damages, or costs suffered or incurred by you in respect of the Services as a direct result of our negligence, wilful default or fraud, and/or our material breach of these Terms or a breach of our duties under the Financial Services and Markets Act 2000 and/or the FCA Rules.

We will not be responsible for any other losses, damages or costs suffered or incurred by you.

IFSL ISA

We will not be responsible for losses, damages or costs suffered or incurred by the IFSL ISA Account holder or the registered contact or child of a Junior ISA.

We do not accept responsibility for any loss, damage, or costs that you may incur:

- (a) as a result of any cause beyond our reasonable control;
- (b) that are indirect or consequential losses that do not specifically relate to your investments in the Funds;
- (c) because of a fall in value of your investment in the Funds;

- (d) as a result of any delay in the payment or transfer of your money to us for investment; or
- (e) as a result of us taking any action, or omitting to take any action, to the extent it is required to do so under applicable regulations.

Nothing in these Terms restricts our liability for your death or personal injury or any duty owed to you under applicable regulations.

27. How To Communicate with Us

We care about our investors and are happy to offer UK based assistance to you when you need us. If you would like to know more about what we can do to support you including offering accessible formats like brail or large print documents, please contact our dedicated team who will guide you through your personalised options. Please see the **How to contact us** section for the Investor Enquiries Team contact details

The language of communication between you and IFSL shall be English.

Any documents and other information that you receive from us will be in English.

If you speak with us by telephone, we will record all calls. All recordings will be made, kept and processed in accordance with our IFSL Privacy Policy that can be found at the following link: <https://ifslfunds.com/data-privacy/> (as updated from time to time).

In the event that you wish to write to us, any correspondence, including identification evidence and legal notices should be sent to by post (see **How to**

contact us section) and marked for the attention of the Investor Enquiries Team.

We may send e-mails to the relevant e-mail address(es) you have registered via the Service so that we can provide communications to you in relation to the service of your Account, such as notifications, e-mail alerts about your Account and to notify you of changes to the Services. By entering into these Terms you consent to receiving notifications and instructions in this manner. We reserve the right to telephone you, if necessary, so that we can provide the Services.

If we are required to send you information or otherwise contact you by post, we will write to you at the last known address that you registered with us. It is your responsibility to ensure that your contact details are up-to-date.

28. How To Make a Complaint

If you're unhappy with our service, we'll try to put things right.

We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us.

If you'd just like to speak to someone about an issue that's concerning you, please contact us by telephone (see **How to contact us** section). We can usually settle matters quickly.

You'll probably need to give us the information below.

If you prefer you can make your complaint by email at: enquiries@service.ifslfunds.com or by post to: Investment Fund Services

Limited, PO Box 13586, Chelmsford, CM99 2GS.

You'll need to tell us:

- your name;
- the phone number and email address associated with your Account;
- when the problem arose; and
- how you'd like us to put the matter right.

We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise.

The Financial Ombudsman Service

If you are unhappy with how we have dealt with your complaint, you can refer it to the Financial Ombudsman Service within six months of the date we sent (or should have sent) our final response to you:

- Their address is: Exchange Tower London E14 9SR.
- Phone from UK: 0800 023 4567.
- Phone from outside UK: +44 20 7964 0500.
- You can find more information on their [website](#).

For more information about our complaints handling procedure please contact our Investor Enquiries Team (see **How to contact us** section).

29. Letting Us Process Your Personal Information

We use your personal data and store it on our systems and otherwise process it for the purpose of supplying you with the relevant Services.

For further information on how we use your personal data and how you can exercise your rights in relation to our use of your personal data, please see the IFSL Privacy Policy at the following link: <https://ifslfunds.com/data-privacy/> (as updated from time to time).

By using the Services, you confirm that you have understood and accept our Privacy Notice.

30. Our Intellectual Property

We own all the intellectual property in our products (for example, the content on our website and our logo). You must not use our intellectual property as your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

31. The Final Legal Bits

Our contract with you

Only you and we have any rights under this agreement.

The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else.

Our right to transfer

We will only transfer any of your and our rights or obligations under the agreement if we reasonably think that this won't have a significant negative effect on your rights under these Terms or we need to do so to

keep to any legal or regulatory requirement. When we transfer rights and obligations we call this 'novation'. When we only transfer rights, we call this 'assignment'.

Where permitted by the FCA Rules and (where relevant) the Individual Savings Account Regulations 1998, we may appoint any person to advise on or perform any of our functions or responsibilities to you under these Terms. However, we must satisfy ourselves that any such person is competent to perform such functions and responsibilities. Our liability to you in respect of the Services shall not be affected by any delegation of our responsibilities under these Terms.

Where permitted by the Prospectus for a particular Fund that you have invested in, you may instruct us to transfer the shares or units in your Account into the name of another person. IFSL will only be required to effect such a transfer if:

- (a) you complete and submit to us a Stock Transfer Form (available from us on request);
- (b) the recipient provides us with such information as we may reasonably request, including to satisfy our identity checks and anti-money laundering procedures; and
- (c) the recipient confirms to us that it has read, understood and accepted these Terms in respect of the shares or units to be transferred to them.

Any shares or units so transferred shall no longer form part of your Account.

Amending the agreement

We reserve the right to amend these Terms and the Service at any time on

giving you reasonable notice where we have a valid reason for doing so, including to reflect changes in the way that we provide the Service, a change to the applicable regulations, and changes in the Funds.

If you use the Service after you have been notified of the amended Terms you will be deemed to have accepted the changed terms.

If you are concerned about any change that we make to the Terms please contact our Investor Enquiries Team by telephone (see **How to contact us** section). You can also close your Account in accordance with these Terms.

Entire agreement

These Terms, together with any documents referred to in these Terms, constitutes the whole agreement between us and you relating to the Services.

English law applies

The laws of England and Wales apply to these Terms.

Our right to enforce the agreement

If you have broken the agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

Taking legal action against us

If you want to take legal action against us in the courts, only the courts of England and Wales can deal with any matter relating to these Terms.