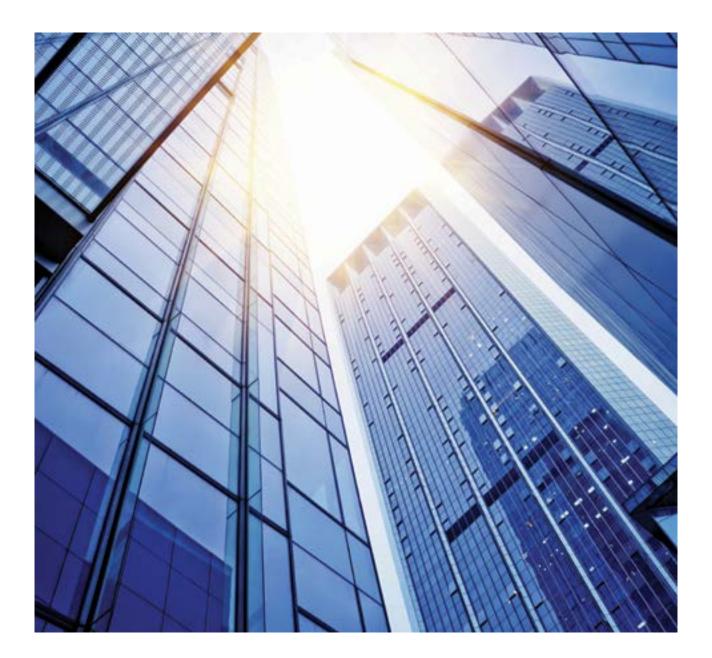


# Supplemental Terms and Conditions for the Junior ISA

V8-02-20



# 

These are the Terms and Conditions on which Link Fund Solutions Limited ('LFS') conducts designated investment business.

# Definitions and interpretation

In these Terms and Conditions, unless otherwise stated capitalised words shall have the same meaning as in the Terms and Conditions:

Application form shall mean the application form to be completed for Junior ISA subscription, administration and redemption purposes.

Child Trust Funds Account shall mean a Child Trust Funds Account as defined by the Child Trust Funds Act 2004 (as amended).

**Eligible Child** shall mean a child who is under 18 years of age, and: (a) (i) is born on or after 3rd January 2011; or (ii) is born before 3 January 2011, but who does not have a Child Trust Funds Account; and (b) is a UK resident and who otherwise satisfies the conditions for eligibility as set out in the ISA Regulations.

Junior ISA shall mean an LFS stocks and shares junior individual savings account which conforms to the ISA Regulations provisions for stocks and shares Junior ISAs for the benefit of an Eligible Child.

**Overall Subscription Amount** shall mean the maximum amount that may be contributed to a Junior ISA in any tax year as specified in the ISA Regulations.

**Registered Contact** is the only person who is able to give instructions in relation to the Junior ISA and must be a person who is over 16 and either (i) has parental responsibility in relation to the Eligible Child; or (ii) is the Eligible Child itself.

Supplemental Terms and Conditions shall mean these Junior ISA supplemental terms and conditions.

Void shall mean a Junior ISA that must be voided in accordance with ISA Regulations and/or HMRC instructions for tax purposes.

## 1. General

- 1.1 LFS's Junior ISAs and applications relating to them are governed by and operated in accordance with the LFS Terms and Conditions, these Supplemental Terms and Conditions and the ISA Regulations.
- 1.2 The Supplemental Terms and Conditions provide details of additional terms and features, and explain how the Terms and Conditions are varied in their application to Junior ISAs. Should the terms of the Terms and Conditions and these Supplemental Terms and Conditions conflict, then the latter shall prevail. Should the Terms and Conditions and/or the Supplemental Terms and Conditions conflict with the terms of the ISA Regulations, then the terms of the ISA Regulations shall prevail.
- **1.3** Where the Terms and Conditions refer to ISAs, then this shall include Junior ISAs unless the contrary is indicated in the text below.
- 1.4 LFS may accept payments from any third parties.
- 1.5 The Junior ISA investments will be held in the beneficial ownership of the Eligible Child and, for the avoidance of doubt, the Junior ISA remains the property of the Eligible Child. Any assignment of, or agreement to assign, investments under a Junior ISA, and any charge on or agreement to charge any such investments, is void.
- 1.6 LFS does not offer a cash Junior ISA.

## 2. The Junior ISA

## Who can apply for a Junior ISA?

2.1 An application for a Junior ISA can be made either (i) by a person who at the time of the application is over the age of 16, provided they act in the capacity of a Registered Contact for the benefit of an Eligible Child and the application which is being made is for the benefit of that Eligible Child; or (ii) by an Eligible Child who is over 16 years of age.

When can we refuse to accept an application for a Junior ISA?

- 2.2 LFS may refuse to accept an application for a Junior ISA if:
  - i) the application is unsigned, undated or deemed by LFS to be in any way incomplete;
  - ii) any of the information or documentation presented in relation to the applicant is untrue or incorrect; or
  - iii) LFS believes that any of the eligibility requirements for qualification in relation to a Junior ISA as set by the HMRC and the ISA Regulations have not been satisfied.

# What is the effect of LFS accepting an application for a Junior ISA?

2.3 In the event that LFS accepts an application for a Junior ISA, no benefit may be taken nor any payment made except in accordance with the ISA Regulations. All communication will be with the Registered Contact.

## 3. Instructions

# Who can give instructions to us concerning a Junior ISA?

**3.1** LFS shall only accept instructions from the Registered Contact. The Registered Contact must take on management of the Account by making an application to LFS for "registered contact" status and has received such approval.

## 4. Registered Contact

In which circumstances can a change be made to the details of a Registered Contact?

- 4.1 With the consent of the existing Registered Contact, and in accordance with the ISA Regulations, LFS may in its sole discretion and on receipt of an application made to it agree to the replacement of the Registered Contact.
- 4.2 Without the consent of the Registered Contact and in accordance with the ISA Regulations, LFS shall consider an application made to it to change the details of a Registered Contact in respect of a Junior ISA only in circumstances where either upon receipt of suitable documentation or from any other evidence LFS holds, LFS is satisfied that:
  - i) the Registered Contact has died;
  - ii) the Registered Contact is incapacitated;
  - iii) the Registered Contact cannot be contacted;
  - iv) a Court Order has been made ending the status of the existing individual having parental responsibility for the child;
  - v) a Court has appointed a guardian or special guardian of the child;
  - vi) a Court has ordered that the person who is the existing Registered Contact cease to act as such;



# Terms and Conditions continued

- vii) a new Registered Contact has adopted the child; or
- viii) the applicant is the Eligible Child and is applying to become the Registered Contact after reaching 16 years of age, and does not suffer from any mental disorder as outlined in the ISA Regulations.

# In which circumstances will the authority of the Registered Contact cease?

- **4.3** The authority of the Registered Contact shall cease on the earlier of the following events:
  - when the Eligible Child becomes a Registered Contact in accordance with paragraph 4.2.8 above;
  - ii) when the Eligible Child reaches 18 years of age, in which event the Account will no longer remain a Junior ISA and all investments held within the Account will transfer to an "adult" ISA and become subject to the Terms and Conditions, the ISA Regulations and any ISA charges; or
  - iii) LFS becomes aware that the Registered Contact no longer has parental responsibility in which event all further instructions from such Registered Contact will be declined until an application is received for a change of Registered Contact in accordance with this paragraph 4 above.

## 5. Junior ISA subscriptions

- 5.1 In the event that any person or organisation other than the Eligible Child or Registered Contact makes a subscription to the Junior ISA, it is the responsibility of the Registered Contact to advise the donor that its subscription is a gift to the Eligible Child and cannot be recovered. Any subscriptions by a third party made to the Junior ISA are a gift to the Eligible Child. LFS will be under no obligation to record the identity of a donor to the Junior ISA, or to advise the Registered Contact of the gift.
- **5.2** Whilst the Eligible Child is alive, any person may make a subscription to a Junior ISA provided the subscription is by a cash payment method and the overall amount subscribed does not exceed the Overall Subscription Amount.
- 5.3 No subscription may be made to a Junior ISA once the Eligible Child has reached 18 years of age.
- 5.4 Only one Junior ISA may be held by an Eligible Child. Subscriptions will always be applied to the same Junior ISA regardless of the tax year in which the subscription is received.
- 5.5 If LFS receives information that there is a more recent Junior ISA held by an Eligible Child than the Junior ISA with LFS, then LFS shall deal with this in accordance with the ISA Regulations.
- 5.6 In the event of subscription in excess of the Overall Subscription Amount (where the subscription has not already entered the Junior ISA) the whole subscription must be refused and returned to the donor. Partial investment of a subscription is not allowed. If monies in excess of the Overall Subscription Amount are discovered to have already entered the Junior ISA, then such funds will be dealt with in accordance with the ISA Regulations. For the avoidance of doubt, this will also apply in relation to a regular savings account.
- 5.7 LFS may refuse to accept any subscription in circumstances where (i) LFS reasonably believes that acceptance may result in the Junior ISA (or any part of it) becoming Void under the ISA Regulations or (ii) LFS is prevented from doing so by Applicable Law (for example, in relation to anti-money laundering requirements).

## 6. What can you invest in with a Junior ISA?

6.1 Investments available for investment with an ISA may also be held in a Junior ISA. Cash may only be held in a Junior ISA (a stocks and shares ISA) for the purpose of investing in qualifying Investments.

## 7. Closing a Junior ISA and withdrawal instructions:

- 7.1 You may not give LFS instructions to close a Junior ISA or make withdrawals from it except where:
  - i) the Eligible Child is terminally ill (see paragraph 7.2 below);
  - ii) the Eligible Child has died (see paragraph 7.3 below);
  - iii) the Eligible Child has reached the age of 18 (see paragraphs 7.4 to 7.7 below);
  - iv) a transfer is being made of the Junior ISA investments to another ISA manager (see paragraphs 7.8 to 7.10 below);
  - v) a direction from the HMRC is received that the Junior ISA is Void (see paragraph 7.11 below); or
  - vi) subscriptions are small and then cease resulting in account charges bringing the account to a nil balance (see paragraph 7.12 below).

## (i) Withdrawals on terminal illness of the Eligible Child

7.2 Where the Eligible Child is terminally ill, the Junior ISA will be closed once evidence is received (as prescribed under the ISA Regulations) and the proceeds shall be paid to the Registered Contact. In this event, no withdrawals can be made from a Junior ISA unless the Registered Contact has made a claim to HMRC to be allowed access to the investments held in the Junior ISA, and LFS has received a valid approval from HMRC. On withdrawal of funds the Account may be closed.

## (ii) Closing an account on the death of Eligible Child

- **7.3** If LFS receives notice of the death of the Eligible Child and this is verified with appropriate documentation, then due payment will be made to the legal personal representatives of the Eligible Child. LFS will write to the personal representatives of the Eligible Child and offer the choice of selling or stock transfer following receipt of appropriate documentation after which the Junior ISA shall be closed.
- (iii) Closing an account on the event of the Eligible Child turning 18
- 7.4 When an Eligible Child reaches the age of 18 then the relevant Junior ISA will be transferred to an equivalent ISA.
- 7.5 The replacement ISA will be established for the beneficiary in their own right, and subject only to the Terms and Conditions (including charges to be paid in respect of it), and the ISA Regulations. On withdrawal of funds the Account will be closed.
- **7.6** Any Registered Contact will no longer be entitled to give LFS instructions in relation to the replacement ISA, unless the Account owner (i.e. the former Eligible Child) has authorised LFS to accept any such instructions.
- 7.7 LFS will send an ISA application to the investor in an '18th birthday pack' prior to their 18th birthday. The holding will be automatically transferred to an ISA on the day of the Eligible Child's 18th birthday, but there is no obligation to return the ISA application form to facilitate this. The ISA application is only required when the investor wishes to add further subscriptions (to the new ISA). No subscriptions may be made



to the replacement ISA, nor instructions acted upon by LFS in relation to that Account until such time as the Account holder has completed the relevant application form in accordance with the Terms and Conditions.

## (iv) Transferring a Junior ISA

- 7.8 Transfers may be made between account providers for Junior ISAs or, in whole or in part from one type of Junior ISA to another, including for example, from cash to stocks and shares and vice versa. LFS shall permit the partial transfer in and out of a Junior ISA, as long as any current year subscriptions are transferred in full.
- 7.9 An account may be transferred even if at the time of transfer the child is no longer eligible for a new Junior ISA or no longer resident in the UK. All transfers will be carried out in accordance with the ISA Regulations.
- 7.10 Previous years' Junior ISA subscriptions can be transferred in full or in part. The current year's Junior ISA subscriptions must be transferred in full. These rights must be exercised in accordance with the limit in ISA Regulations on each Eligible Child having only one of each type of Junior ISA at any time. LFS may close a Junior ISA which after transfer has a nil account balance.

#### (v) Repairing an invalid or Void Junior ISA

7.11 LFS will take steps to remedy the situation where a Junior ISA is invalid as soon as it becomes aware of any invalidity, except where the child is not eligible or has another valid Junior ISA of the same type, in which case such Junior ISA must be Voided.

LFS will never Void a Junior ISA except where instructed to do so by the HMRC and will treat all Void Junior ISAs consistent with the ISA Regulations. LFS will notify the Registered Contact in such circumstances.

## (vi) Closing due to nil balance

- 7.12 A nil balance arises in the following circumstances:
  - a) a Junior ISA has been opened and a small initial investment has been made, but contributions then stop and any agreed charges then bring the balance down to nil;
  - b) a terminal illness claim has been accepted and the Registered Contact has withdrawn the funds held in the Junior ISA; or
  - c) where all of the investments in a Junior ISA have been transferred out.

In any case LFS may close the remaining nil balance account.

#### 8. Administration:

- 8.1 Contract notes, statements of account, valuations and reports applicable to the Junior ISA shall be issued to the Registered Contact.
- 8.2 Except for cash deposits, National Savings products and certain insurance policies (see below), the title to the Junior ISA investments will be registered:
  - i) in the name of LFS;
  - ii) in the name of the LFS nominee; or
  - iii) jointly in the name of one of them and the child or Registered Contact.

- **8.3** No share certificates will be issued to evidence title to a Junior ISA investment.
- 8.4 No insurance policies will be offered by LFS.
- 8.5 LFS will arrange, if the Registered Contact elects, for the Registered Contact:
  - to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares – a separate charge may be levied for this service;
  - ii) to attend shareholders' or unit holders' meetings;
  - iii) to vote; and
  - iv) to receive, in addition to the annual report and accounts, any other information issued to shareholders or unit holders. Any correspondence would be issued in the Eligible Child's name c/o the Registered Contact.
- **8.6** Where the applicant for the Junior ISA is between the ages of 16-18 (whether they are the child who will hold the Account, or an individual applying for the Account for an Eligible Child) any management agreement for the Account has legal effect as if the Account applicant was 18 years old or over.



# Junior ISA Application Form

# Please note: ISA accounts can only be set up as individual accounts.

# Personal details - Eligible Child (please complete in BLOCK CAPITALS)

Title (Master/Miss/Other):	Daytime Telephone Number:
Forename(s):	Nationality:
Surname:	Town & Country of Residence:
Permanent Residential Address:	Place of Birth (Town or City):
	Country of Birth:
	Date of Birth:
Postcode:	

# Personal details - Registered Contact (please complete in BLOCK CAPITALS)

Title (Mr/Mrs/Other):	Daytime Telephone Number:
Forename(s):	Nationality:
Surname:	Town & Country of Residence:
Permanent Residential Address:	Place of Birth (Town or City):
	Country of Birth:
	Date of Birth:
Postcode:	

\* If at any time you wish to change the Registered Contact, please call 0345 922 0044 to obtain a 'Change to Registered Contact' form.

- I apply to open a Junior ISA for the child named above and to become the Registered Contact for that child. (If the child is over the age of 16, then this section is not required to be completed unless the child maintains a Registered Contact).
- The child named above will be the beneficial owner of the investments in the Junior ISA (the 'Child').

## I declare that:

- I am 16 years of age or over;
- I am the Child/I have parental responsibility for the Child (delete which does not apply);
- I am the Applicant and acknowledge that I am the first Registered Contact for the Junior ISA;
- I/the Child does not hold a Child Trust Fund account;
- this application relates to a stocks and shares Junior ISA;
- the Child is either resident in the UK, a dependant of a UK Crown servant or is married to/in a civil partnership with a UK Crown servant;
- I have not subscribed and will not subscribe to another stocks and shares Junior ISA for the Child;
- I am not aware that the Eligible Child has another stocks and shares Junior ISA;
- I am not aware of other Junior ISA subscriptions that will result in the Eligible Child exceeding the annual limit; and
- I will not knowingly make subscriptions to Junior ISAs for the Eligible Child that will result in the subscription limit being exceeded.

## I authorise Link Fund Solutions Limited:

- to hold the Eligible Child's subscriptions, Junior ISA investments, interest, dividends and any other rights or proceeds in respect
  of those investments and cash; and
- to make on the Eligible Child's behalf any claims to relief from tax in respect of Junior ISA investments.

# I agree to the Junior ISA Supplemental Terms and Conditions and confirm that to the best of my belief the information in this form is true.

Signature:	Date:	D	D	М	М	Y	Y	Y	Y



# **Investment Details**

#### For share class options please see the Share Class Options page.

All investments must meet the minimum investment levels as specified in the Prospectus.

Junior ISA – Junior ISAs are subject to regulatory limitations as prescribed by the ISA Regulations. Please refer to the HM Revenue & Customs website for further details: www.hmrc.gov.uk.

Junior ISA Transfers – all Junior ISA transfers must include the appropriate transfer authority and authorisation and declaration.

Monthly savings applications should be accompanied by a cheque for your first instalment and the Direct Debit authority.

Direct Debit collections are made on the sixth of each month, or the first working day thereafter, and invested on the next valuation date. No interest will be paid in the interim.

For Junior ISA investments payment is due immediately and subscriptions will not be made until we are in receipt of your funds. If you wish to pay us electronically then please send payments to the client money bank account below:

# STERLING PAYMENTS ONLY

Barclays Bank Plc

Account: Link Fund Solutions Limited Client Account

Account Number: 70249491

Sort Code: 20-67-59

Swift Code: BARCGB22

Alternatively, a sterling cheque drawn from a sterling bank account based in the UK should be made payable to 'Link Fund Solutions Limited'. If payment is made using a bankers' draft or building society cheque, the issuer must endorse the cheque confirming that the funds have been drawn from an account in your name. Failure to do so may result in your application being rejected.

Please note: This application when accepted by Link Fund Solutions Limited will constitute a binding contract and be evidenced by the issue of a contract note or allocation letter. No other acknowledgement will be issued at the time of application and only in the event of a query will there be further communication.

Data Protection Act: We may send your details (including account/transaction details) to related third parties (including the investment manager and/or sponsor). If you do not wish to receive information on other products and/or services from related third parties, please tick this opt out box.

Declaration: To be completed by all applicants. Please note that Junior ISA Accounts can only be set up as individual accounts. I/ we confirm that I/we have received and read the information contained in this form and confirm that a copy of the Key Investor Information Document or Prospectus has been supplied to me/us. I/we request and authorise Link Fund Solutions Limited to act in accordance with my/our instructions.

Signature

Date D D M M Y Y Y

If you have any queries please phone 0345 922 0044 (lines are open 8:30 am to 5:30 pm Monday to Friday). For your protection telephone calls are recorded. Please send the completed form, together with a cheque made payable to 'Link Fund Solutions Limited' if appropriate, to: Link Fund Solutions Limited, PO Box 389, Darlington DL1 9UF



# Share Class Options

Fund Name		
Share Class		
	Junior ISA Investment	Junior ISA with Transfer Amount
Minimum Lump Sum	$\ensuremath{ \mathbb{E}}$ See full application form	$\ensuremath{\mathfrak{L}}$ See full application form
Investment Amount	£	£
Please delete as appropriate	Income/Accumulation	Income/Accumulation
Minimum Regular Savings	$\ensuremath{\mathfrak{L}}$ See full application form	_
Investment Amount	£	
Please delete as appropriate	Income/Accumulation	_

If you have any queries please phone 0345 922 0044 (lines are open 8:30 am to 5:30 pm Monday to Friday). For your protection telephone calls are recorded. Please send the completed form, together with a cheque made payable to 'Link Fund Solutions Limited' if appropriate, to: Link Fund Solutions Limited, PO Box 389, Darlington DL1 9UF



# Junior ISA Transfer Authority

# Please complete in BLOCK CAPITALS

# REGISTERED CONTACT'S DETAILS

Title (Mr/Mrs/Other):				
Forename(s):				
Surname:				
Address:				
Postcode:				

# CHILD'S DETAILS

Title (Mr/Miss/Other):	Date of Birth:
Forename(s):	National Insurance number (if they have one):
Surname:	Current Junior ISA provider:
Address:	Current Junior ISA provider's address:
	Postcode:
Postcode:	Existing Junior ISA account number:
	Type of Junior ISA with the current provider (cash or stocks and shares):
	Type of Junior ISA you want to transfer into (cash or stocks and shares):

# Link Fund Solutions Limited only offers a stocks and shares Junior ISA.

Tick one box:

Transfer the full balance of the account:			
Transfer part of the account balance:	Amount to transfer:		
	 	*	

If you are requesting a part transfer, amount of current year subscriptions to be included in the transfer:

\* Enter 'All' or specify an amount.

## I declare that:

- I am 16 years of age or over;
- I am the child/I have parental responsibility for that child (delete which does not apply); and
- I am the Registered Contact for the Junior ISA.

#### I authorise Link Fund Solutions Limited:

- hold the child's subscriptions, Junior ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and cash; and
- to make on behalf of the child any claims to relief from tax in respect of Junior ISA investments.

## I agree to the Junior ISA terms and conditions.

Full name									
Signature	Date	D	D	М	М	Y	Y	Y	Y



# Adviser's Declaration

I accept that this application is governed by Link Fund Solutions Limited Terms of Business, a copy of which has been or will be supplied to me.

I hereby indemnify Link Fund Solutions Limited for any loss suffered should it subsequently be discovered that the applicant(s) was/ were entitled to cancellation rights and no cancellation notice was sent as a result of the undernoted.

I confirm that the applicant(s) named in this application is/are entitled to cancellation rights under the Conduct of Business (Cancellation) Rules. (Tick only if cancellation rights apply).

Or

I confirm that the applicant(s) named in this application is/are not entitled to cancellation rights under the Conduct of Business (Cancellation) Rules because:

The event is event (e)	\ := / = u = = = u = ! = = + .				a , , a la ui a la ta
The applicant(s)	LIS/are subject to	) a cusic	mer anreemen	waiving	SUCD RIGHTS

The applicant(s) responded to a direct offer financial promotion advertisement as defined by the Financial Conduct Authority (Conduct of Business) Rules.

The application form was completed outside the United Kingdom as the result of either advice given by me or an advertisement issued outside the United Kingdom.

The applicant is an execution only customer and has not received advice.

Note: if the execution only customer box above is not checked, LFS will process the application on the basis that advice has been given to the customer.

We confirm we have undertaken anti-money laundering checks in line with the current regulations and confirm that on reasonable request we will provide Link Fund Solutions Limited copies of all evidence gathered to meet such requirements.

Adviser's name:	
Telephone number:	
Mobile number:	
Fax number:	

Adviser/Agent Stamp & Authorisation





# Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Link Fund Solutions Limited PO Box 389 Darlington DL1 9UF	Service user number       4     3     2     6     6     8
Name(s) of account holder(s)	Reference
Bank/building society account number	Please pay Link Fund Solutions Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Link Fund Solutions Limited and, if so, details will be passed electronically to my bank/building society.
Name and full postal address of your bank or building society To: The Manager Bank/building society	
Address	Signature(s)
Postcode Banks and building societies may not acc	ept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the Payer

# The Direct Debit Guarantee

st

• This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.



- If there are any changes to the amount, date or frequency of your Direct Debit, Link Fund Solutions Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Link Fund Solutions Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Link Fund Solutions Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to, you must pay it back when Link Fund Solutions Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.