



Terms & Conditions  
Risk Warning Notices

Please read this document carefully and retain for future reference

## TERMS & CONDITIONS

The Terms and Conditions set out below ("the Conditions"), including the Schedule of Supplemental Terms and Conditions, Schedule of Supplemental Pep & Isa Terms and Conditions and Risk Warnings constitute the Terms and Conditions applying between you, the client, and iDealing.com Limited in respect of the use of iDealing.com's services. Your use of the services is subject to your acceptance of these Conditions as made available or provided to you from time to time in any form specified by us. Any use or attempted use of the services shall constitute your acceptance and agreement to comply with these Conditions.

1. Market transactions will be undertaken in accordance with the rules of the relevant exchange. All trades originate from within the United Kingdom and during London market business hours.
2. The iDealing.com service ("the service") will apply to a range of securities and instruments that are settled in Crest. The range of securities available may change and will not necessarily cover the full range of securities listed on the London Stock Exchange or another relevant exchange.
3. Any service description contained within any service brochure or in current marketing literature, and including our published Services and Prices shall be regarded as part of these Conditions.
4. This agreement governs all accounts of type Standard, ISA, Mini-Isa, or PEP, and you may open one or more of these accounts under these Terms and Conditions. A separate agreement governs the opening and operation of account of type Margin.
5. Unless otherwise advised, iDealing will categorise you as a Retail Client with respect to MiFID business and within its regulatory environment.
6. The service allows for orders to be passed and executed online via the Internet. iDealing.com does not guarantee that live prices and the ability to execute orders online will always be available for the entire range of securities at all times. Under certain circumstances, prices, and the ability to execute orders live or online, may be unavailable for individual securities or for the entire range of securities.

We are required by the Markets in Financial Instruments legislation (MiFID), when executing orders on your behalf, or receiving and transmitting your order to other entities for execution, to take all reasonable steps to obtain the best possible result for your order, taking into account certain factors. Information regarding the policy (our "Order Execution Policy") we have put in place to meet this obligation is published on our website, [www.idealing.com](http://www.idealing.com), and available on request. By entering into this Agreement you are consenting to our Order Execution Policy. You will also be deemed to have given your consent to our Order Execution Policy when you give us any order on or after 1 November, 2007, when MiFID comes into effect.

Trading is only permitted in the sizes made available by the market makers that provide iDealing.com with liquidity. "At quote" orders are designed to accommodate one trade per client at a time. Multiple trades executed "at quote" in the same security and within a short time period may be cancelled by iDealing.com without notice. In such circumstances, iDealing.com shall not be liable for any claims, actions, damages, liabilities, losses, costs, or expenses suffered. If you need to trade in a size exceeding the "at quote" limit you must either enter a different order type (e.g. Limit Order), or email [trading@idealing.com](mailto:trading@idealing.com) and request to trade manually (via telephone).

An order or instruction effected using this service shall be deemed to be irrevocable once the visual or graphical "Confirm Order" button or interface has been clicked where indicated. iDealing.com shall act upon any order or instruction so effected. You will assume full settlement responsibility for such orders, instructions or any transactions pursuant to the same. By its nature, the Internet is not an entirely reliable medium.

Delivery times for messages sent using the Internet can vary considerably often depending on your Internet Service Provider, the way in which the message has been routed on the Internet and other third party service providers. iDealing.com shall not be liable for any losses, costs, liabilities, claims or expenses arising from any errors or delays which may occur as a result. If you are in doubt about whether an instruction has been received or carried out, you must e-mail iDealing.com as soon as is reasonably possible. In addition the Internet is not an entirely secure environment. For this reason, despite available means of encryption and privacy protection, iDealing.com cannot guarantee that any order, message or instruction sent using the Internet will not be capable of being intercepted, read or copied by an unauthorised third party or parties.

7. In the unlikely event that a price is issued in error, if a bargain has been struck with you at such an incorrect price, iDealing.com shall be entitled to amend the bargain so that a contract note is issued at the correct price prevailing at the time that the bargain was originally executed. Following a correction, if in the case of a purchase, there are insufficient funds on deposit with iDealing.com, to satisfy the corrected price bargain consideration, other securities within your account may be sold on your behalf and the funds credited to your account. In the case of a sale where the correct price is lower than the initial price issued in error you agree immediately to reimburse iDealing.com in the event you have already instructed iDealing.com to transfer the sale proceeds to a different bank account.

8. You must contact iDealing.com immediately if you suspect that your username and/or password has been disclosed to, or obtained by, a third party and/or that its integrity is threatened. Until such notification is received and confirmed to you by us as having been so received, iDealing.com shall be entitled to assume that any instructions which have been authenticated and/or referred to by your username and password, or client code are from you, and are genuine and valid; and we may act accordingly. You will assume full settlement responsibility for all such transactions. All usernames and passwords must not be disclosed, or be allowed to be disclosed, to third parties. From time to time you are strongly advised to change your password.
9. iDealing.com shall not be liable for any direct or indirect, special, incidental or consequential loss or damages including loss of profits, business, revenue or goodwill arising from the use of or inability to use, interruption or non-availability of our website or the service, its operation or transmission, computer viruses, loss of data or otherwise in respect of the use of the website or the service or the downloading of any software made available by iDealing.com.

Notwithstanding the other terms of these Conditions, there shall be excluded from these Conditions any warranties, conditions or terms which may otherwise, in the absence of this clause, be implied into these Conditions in respect of the services by virtue of any statute, common law or otherwise. No exclusion of liability is claimed for death or personal injury caused as a result of the negligence of iDealing.com.

10. Securities purchased through the service will be registered in the name of iDealing Nominees Limited or other nominee company owned or controlled by iDealing.com Limited (the "Nominee Company") and held as part of an unallocated pool. Securities held in an unallocated pool are not distinguishable from the entitlements of other clients. There are no separate certificates, physical documents of title or equivalent electronic records. All securities will be held electronically in Crest or another settlement depository of our choosing.

Company reports will not be sent or made available to clients, although these can usually be requested direct from the Companies via their websites or by telephone.

If you wish to attend shareholders meetings, vote whether in person or by proxy we will try to help you within our operational constraints. We reserve the right to charge you a fee for arranging this facility.

iDealing.com cannot pass onto you any shareholder benefits (often known as "shareholder perks") which might attach to the investments held in your iDealing.com account.

11. Settlement of all transactions will be via your iDealing.com account(s), set up for that purpose in advance of dealing. iDealing.com will debit or credit this account on the intended settlement date of the transaction. iDealing.com may hold money that is due to you in a client settlement account. No interest will be paid to you for money held in this account.
12. Dividends received by the Nominee Company will be processed through the nominee's bank account and passed to your account on the day the dividend payment is cleared and reconciled. A consolidated tax voucher will be electronically provided annually to you indicating the dividends which have been received on your behalf. Tax vouchers will not be sent to your postal address.

The Nominee Company will not elect for scrip dividend alternatives under any circumstances.

Clients will be advised by e-mail of rights issues, open offers, tender offer and takeovers upon or after the Nominee Company receives documentation. This e-mail will provide notice of the corporate Action together with a deadline for the return of your instructions to [instructions@idealing.com](mailto:instructions@idealing.com) or via the Corporate Actions page of your account. If your instruction is not received by the required deadline or there are insufficient funds in your account for any rights issue or open offers, the Nominee Company may take no further action and/or default to stated course of action. iDealing.com will not accept any liability in the event that you do not receive an email from us or as a result of any action or inaction taken or not taken on your behalf.

Any entitlements received as a result of the pooled holding that cannot be divided between the eligible clients, or which are not taken up by you will be retained for the account of iDealing.com.

13. iDealing.com will hold your money in accordance with the Financial Services Authority "Client Money" rules, which require iDealing.com to hold your money in a segregated client bank account at an approved bank. In the event of your default on payment to us, interest will be charged by us daily from the due date on the outstanding balance at four percentage points over the prevailing Bank of England Base Rate. Interest charges will be recoverable as separate debt.
14. Clients may only invest up to a limit of the free amount held in their cash accounts(s) at iDealing.com plus any sums from sales that are due for settlement prior to the purchase settlement day. If a purchase puts an account in breach of this limit, iDealing.com reserves the right to reverse the relevant purchase in its entirety without notice. You will be liable to account to us for any reinstatement risk or losses. Sale proceeds and purchase considerations will be respectively credited and debited to accounts operated by iDealing.com. Please note the system allows you to confirm your account balance. Funds placed on deposit with iDealing.com can only be remitted to clients once the original deposits have been cleared through the banking system or, where proceeds are due from a sale, the settlement date has passed.
15. iDealing.com reserves the right, without notice, to withdraw the online service from clients or to restrict access to the service where their dealing behaviour in iDealing.com's sole opinion threatens to disrupt the market or provides other cause for concern. In such circumstances, iDealing.com shall not be liable for any claims, actions, damages, liabilities, losses, costs, or expenses suffered or incurred by you in respect of the withdrawal of the online service by iDealing.com.
16. The installation and maintenance of all computer hardware, software and communications devices needed by you to use the service are solely your responsibility.

## SCHEDULE OF SUPPLEMENTAL TERMS & CONDITIONS

17. Contract notes will be issued by e-mail and will provide the evidence of dealing and, in the case of purchases, invoices for settlement. You must notify iDealing immediately via e-mail. In the unlikely event of an incorrect contract note being sent to you, you must notify us immediately via e-mail in order for iDealing to send a corrected version.
  18. All online instructions, given and accepted, will constitute a binding contract except as provided in clause 17 below. All Transactions are entered into entirely at the risk of the client. All online instructions may be retained as evidence of such instructions.
  19. Clients may not sell securities that they do not own. If established as such, deals may be reversed at the client's expense and any loss charged to the client.
  20. iDealing.com reserves the right to realise securities held in any Nominee Company or in Crest Sponsored Member's accounts in order to settle any outstanding positions, and/or where securities or money is due from you to iDealing.com for any reason. This will only be done after a notification to the client by e-mail or letter to the contact details and/or address provided by the client to iDealing.com.
  21. When clients instruct holdings to be transferred either into or out of their accounts, iDealing.com will effect the transfer as soon as is practicably possible. However, clients should be aware that the speed with which transfers are effected once iDealing.com has issued the initial instruction lies outside of iDealing.com's control and within the control of third parties. Therefore no guarantees can be given regarding the speed of transfers.
  22. All correspondence will be sent to the address (electronic or physical) provided by the client and its accuracy is the sole responsibility of the client. It is in the client's best interest to ensure iDealing.com have a correct and active e-mail address. You can amend your contact details online. A change of bank details must be notified to iDealing.com in writing and signed by the account holder(s).
  23. iDealing.com may carry out a credit check with a licensed credit reference agency which will retain a record of that search. In the event of default, relevant details may be recorded with the agency. This information may be used by other stockbrokers, financial institutions, etc., in assessing applications for credit by you and members of your household, and for occasional debt tracing and fraud prevention purposes.
  24. A client's registration with iDealing.com automatically precludes advice being given to that client by iDealing.com and also debars dealing on any other personal client number through any other part of iDealing.com unless prior agreement to do so has been reached.
  25. In the event of any failure, interruption or delay including, without limitation, third party delays (whether in respect of the provision of parts or equipment or otherwise, delays by service providers or software suppliers or maintainers), or the interruption of power supplies, in carrying out any dealing instruction, resulting from any act, event or circumstance(s) not reasonably within the control of iDealing.com, iDealing.com shall not be liable nor have any responsibility for any resultant loss or damages, including without limitations, any loss of profit, business, revenue or goodwill.
  26. iDealing.com's services may not be available in countries where they are prohibited by local securities law. If in doubt you should contact your usual legal or financial advisor.
  27. Commission (details as published), Stamp Duty for purchases of securities, and PTM levy for bargains over the set threshold, are payable to iDealing.com.
  28. These conditions together with any documents referred to in these Conditions and any duly completed client registration forms or web pages shall constitute the entire agreement between iDealing.com and you, the client, in respect of the service.
  29. iDealing.com Limited is registered under The Data Protection Act 1998 to collect and retain personal information on customers relevant to iDealing.com's business. The Data Protection Act 1998 (as amended from time to time) provides customers with the right to receive copies of their personal information held on our computer systems and certain other written records on written request and payment of an appropriate fee. If you require a copy of such information you should write to the Operations Manager at iDealing.com. For further information please see the Privacy Policy on the iDealing.com website.
  30. As a customer of a UK firm regulated by the Financial Services Authority, you may be eligible to receive the protection offered by the Financial Services Compensation Scheme (FSCS), accountable to the FSA, in the event of our failure. Further information on the FSCS can be obtained from the FSA or directly on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk).
  31. Our Terms and Conditions may be amended by not less than 10 business days notice to you, except where it is impracticable in the circumstances. Any other amendment must be agreed in writing between us. You can view the most recent version of our Terms and Conditions, including our current Services and Prices, online at [www.iDealing.com](http://www.iDealing.com).
  32. Unless you have opened a non-interest bearing account, interest is payable at a rate, and in a manner described on our website ([www.iDealing.com](http://www.iDealing.com)) in the Services and Prices section. When the effective interest rate changes we will publish the new rate on our website, but we will not send out a notice to you of the new rate or the fact that it has changed.
  33. The terms of use of the iDealing.com Internet services shall be governed by and construed in accordance with English law and the English Court shall have exclusive jurisdiction to settle any dispute.
1. **Your investment objective:** we shall deal with you on the basis that your investment objective is to invest in the investments you have selected online. You agree that there are no restrictions on the type of investments or markets on which Transactions may be effected.
  2. **Commencement:** These Terms & Conditions supercede any previous agreement between us on the same subject matter. You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement.  
  
We are obliged by the FSA Rules to comply with certain rules of conduct. However we assume no greater responsibility or, except to the extent necessary, fiduciary duty, other than that imposed by the FSA Rules or the express terms of this Agreement.
  3. **Payments:** All payments made by you shall be without any deduction or withholding. Notwithstanding any value-date attributed to any telegraphic/electronic payment method, value of funds will only be irrecoverably posted to your account(s) upon actual receipt by our bankers of an irrecoverable credit. You will be solely responsible for ensuring that the transfer of any funds to our bankers is effected without freezing/embargo instigated by any third party, (including without limitation our bankers, their correspondent banks, governmental or quasi governmental agencies, and/or judicial order) where the cause, whether directly or indirectly, is due to your status, activities or circumstances.
  4. **Payments and deliveries net:** We reserve the right to insist that all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver or make payment to you or both (as the case may be) unless and until we have received from you the appropriate documents or cleared funds.
  5. **Remuneration and sharing charges:** We may receive remuneration or non-monetary benefit from, or share charges with, an associate, affiliate, or other third party in connection with Transactions carried out on your behalf. Details of such remuneration, non-monetary benefit, or sharing arrangements will be made available to you on request.
  6. **No liability to disclose or account:** We will comply with Applicable Regulations binding on us, but we shall have no duty beyond the Applicable Regulations to disclose any interest to you, including any benefit, profit, commission or other remuneration made or received by reason of any Transaction or any matching transaction.
  7. **Soft commission:** We may from time to time deal on your behalf with someone with whom we have an agreement which permits us (or another member of our group) to receive goods or services in return for transacting investment business with them. It is our policy in relation to such agreements to ensure that such arrangements operate in the best interest of customers so far as practicable, for example because the arrangements allow access to information or other benefits which would not otherwise be available.
  8. **Complaints procedure:** We have internal procedures for handling complaints fairly and promptly. You may submit a complaint to us, for example by letter, telephone, e-mail, or in person. We will send you a written acknowledgement of your complaint within 5 days of receipt enclosing details of our complaints procedures, including when and how you may be able to refer your complaint to the Financial Ombudsman Service.
  9. **Recording of calls:** We may record and/or monitor telephone conversations without use of a warning tone to ensure that the material terms of the Transaction and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the orders or instructions given.
  10. **Material interests:** Your attention is drawn to the fact that when we deal with you or for you, we or an associate or some other person connected with us may have an interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an associate could be:-
    - (a) dealing in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be an associate;
    - (b) matching (e.g. by way of a cross) your Transaction with that of another client by acting on his behalf as well as yours;
    - (c) buying from you and selling immediately to another client, or vice versa;
    - (d) holding a position (including a short position) in the investment concerned, a related investment or asset underlying the investment;
    - (e) quoting prices to the market in the investment, a related investment or asset underlying the investment;
    - (f) buying or selling units in a collective investment scheme where we are or an associate is the trustee, operator or manager (or an adviser of the trustee, operator or manager) of the scheme;
    - (g) involved as an underwriter or in some other capacity, in a take-over, a new issue or another transaction involving the investment or a related investment;
    - (h) advising and providing other services to associates or other clients who may have interests in investments or underlying assets which conflict with your own.

You accept that we and our associates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider fair in such cases. Accordingly, we shall not be required to have regard to or disclose to you or make use of any information which belongs to or is confidential to another client or to us or an associate, and we may be unable to deal with you in relation to particular investments without disclosing the reason for this. We have in place a Conflicts of Interest policy, published on our website, [www.idealing.com](http://www.idealing.com), to prevent such conflicts impacting on any transactions, and should they still arise, to manage them so as to minimise their influence, and mitigate any effect on the outcome of transactions we may undertake with you.

11. **Notices:** Unless otherwise agreed, all notices to you, may be provided by us by posting a notice onto our website. Other instructions and communications to be given by one of us to the other under this Agreement shall be given to the postal address or registered e-mail address and to the individual or department specified in the account opening form in respect of you and or by notice in writing by either party. Any notice, instruction or other communication shall be deemed to take effect in the case of e-mail, on dispatch; in the case of our website, on promotion; and in the case of first class pre-paid post, five Business Days after dispatch.
12. **Allocated but unclaimed client money:** You agree that we may release your client money balances held on your behalf at client bank accounts upon our having determined that there has been no movement on your account balance for a period of six years.
13. **Right of application of client money:** Where any obligations owing to us from you (whether present or future, actual or contingent) under this Agreement are due and payable to us, we shall cease to treat as client money so much of the money held on your behalf as equals the amount of those obligations in accordance with the FSA "Client Money" Rules. You agree that we may apply that money in or towards satisfaction of all or part of those obligations due and payable to us. For the purposes of these client money terms, any such obligations other than fees and commissions become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.
14. **Additional security:** As a continuing security for the payment and discharge of all obligations owing to us by you (whether present or future, actual or contingent) under this Agreement ("Secured Obligations") you grant to us, with full title guarantee, a first fixed security interest in all your money that we may cease to treat as client money in accordance with the Client Money Rules. You agree that we shall be entitled to apply that money in or towards satisfaction of all or any part of the Secured Obligations which are due and payable to us but unpaid.
15. **Power of sale:** If an Event of Default occurs, and/or you fail to pay any sum or liability you owe to us, we are entitled at any time, without notice to you and without prejudice to any other right or remedy which we may have, to sell all or any of your property held by us or our associates or our nominees in such manner and at such price as we may deem expedient without being responsible for any loss and to apply the net proceeds thereof in or towards payment or discharge of any sum or liability as we think fit. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to any exercise by us of our rights to consolidate mortgages or our power of sale.
16. **General lien:** In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all property held by us or our associates or our nominees on your behalf until the satisfaction of the Secured Obligations. The lien is a continuing security regardless of any intermediate payment or settlement of account.
17. **Use of property:** You agree that we may use property held by us on your behalf for our account or the account of another customer of ours. You also agree that we are entitled to return to you assets which are equivalent but not identical.
18. **Set-off:** Without prejudice to any other rights to which we may be entitled we may at any time and without notice to you set off any amount (whether actual or contingent, present or future) at any time owing between us from you or any group company of yours under or in respect of any Transactions or otherwise against any amount owing by us to you or any group company of yours under the same or any other Transaction or otherwise or against all monies at any time standing to the credit of you or any group company of yours on any current or other account with us or any group company of ours, and any security, guarantee or indemnity given to us by you for any purpose shall extend to any amount owing from you after the exercise of such right of set-off.
19. **Assignment and Novation:** The obligations under these Terms & Conditions bind, and the rights will be enforceable by you, and our respective successors, permitted assignees and personal representatives. We may at any time cause all or any part of our rights, benefits and/or obligations under these Terms & Conditions to be transferred to another party by and upon delivering or causing to be delivered a notice to you to that effect. To the extent that in such notice we seek to cause our rights and obligations hereunder to be novated, you and we will be released from further obligations to each other hereunder and your and our respective rights against each other will be cancelled, and you and such other party will acquire the same rights and assume the same obligations as you and they would have acquired and assumed had such other party been an original party to these Terms & Conditions instead of us.
20. **Termination:** Unless required by Applicable Regulations, either party may terminate this Agreement (and the relationship between us) by giving 5 days written notice of termination on the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency.

Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including (but without limitation):

- (a) all outstanding fees, charges and commissions; and
  - (b) any dealing expenses incurred by terminating this Agreement; and
  - (c) any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by us on your behalf.
21. **Existing rights:** Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.
  22. **"Applicable Regulations"** means:
    - (i) FSA Rules or any other rules of a relevant regulatory authority;
    - (ii) the Rules of the relevant Exchange; and
    - (iii) all other applicable laws, rules and regulations as in force from time to time.
  23. **"Crest"** means: CrestCo Limited – a Central Securities Depository for the UK market and Irish equities.
  24. **"Transaction"** means:
    - (i) a contract made on an Exchange or pursuant to the Rules of an Exchange;
    - (ii) a contract which is subject to the Rules of an Exchange; or
    - (iii) a contract which would (but for its term to maturity only) be a contract made on, or subject to the Rules of an Exchange and which, at the appropriate time, is to be submitted for clearing as a contract made on, or subject to the Rules of an Exchange;
    - (iv) an over-the-counter ("OTC") contract made between you and us, our Affiliates/Associates;
    - (v) a transaction which is matched with any transaction within paragraph (i), (ii), (iii) or (iv) of this definition;
    - (vi) any other transaction which we both agree shall be a Transaction.

## SCHEDULE OF SUPPLEMENTAL PEP & ISA TERMS & CONDITIONS

1. **ISA Eligibility**
  - 1.1. You must be aged 18 or over.
  - 1.2. You must be resident and ordinarily resident in the United Kingdom to be eligible to subscribe for an ISA. The United Kingdom (UK) means England, Wales, Scotland and Northern Ireland. It does not include anywhere outside of the UK. In particular it does not mean the Channel Islands or the Isle of Man.
  - 1.3. Subscriptions must be made in your own name. Joint subscriptions are not permitted.
  - 1.4. You must not:
    - in the case of an application for a Maxi ISA, have subscribed to another ISA (other than a TESSA-only ISA), or
    - in the case of an application for a Mini ISA, have subscribed to a Maxi ISA or another Mini ISA of the same component type, in the same year.
2. **Account Application**
  - 2.1. An application to open an Account must be made on an Application Form, which must be completed in full. An application will be for the first relevant tax year in which it is received by us with a valid subscription and for each subsequent tax year until further notice.
  - 2.2. Your Account will be subject to the conditions specified in the Agreement and to the Standard and Supplemental Terms and Conditions as well as any applicable PEP or ISA regulations.
  - 2.3. Your Account is a Self-Select PEP or Self-Select Maxi or Mini ISA (Stocks and Shares Component) and as such you are responsible for making all the investment decisions.
  - 2.4. This Agreement will come into force when we accept your Application Form. We reserve the right to reject any application without reason.
  - 2.5. If your Application Form is not completed in full, we will not open your Account and will return the form and any other documentation to you for amendment.
  - 2.6. Funds will only be transferred from your Standard iDealing Account to your ISA Account following approval of the ISA application.
3. **Account Transfers**
  - 3.1. It is possible to transfer existing PEPs, Maxi ISAs or stocks and shares Mini ISAs to the management of iDealing.com Limited. This can be done by registering for an account and completing a Transfer Form. iDealing reserve the right to refuse transfers into our management.
  - 3.2. PEPs transferred to iDealing.com will be consolidated into one account and will not be held as separate plans. Consolidated PEPs cannot be split once they have been merged.

- 3.3. Upon receipt of a signed instruction an iDealing Self-Select PEP or ISA may be transferred to another Manager.

#### 4. Account Investments and Cash

- 4.1. As stated in our Terms and Conditions, we may not allow trading in certain investments which would otherwise be eligible as PEP or ISA investments.
- 4.2. You can only invest into qualifying investments in accordance with the Inland Revenue PEP and ISA regulations. It is your responsibility to ensure that the investments you choose satisfy the Inland Revenue regulations.
- 4.3. Any cash held in an account will be held on your behalf in a designated "Client Money" account with an approved bank. For ISA accounts, any interest paid will be subject to a non-reclaimable flat rate charge (currently 20%) imposed by the ISA Regulations, which iDealing.com will collect and pay to the Inland Revenue.
- 4.4. Your Account includes your account investments and any cash balances, all income and other rights and proceeds.
- 4.5. Account Investments will be registered in the name of a nominee; however, you will remain the beneficial owner. Investments in a PEP or ISA account may not be used as security for a loan. No share certificates will be issued.

#### 5. Withdrawals

- 5.1. You may make a withdrawal at any time from your ISA or PEP Account.
- 5.2. All requests for withdrawals must be made in writing.
- 5.3. For ISA Accounts, regardless of the number of withdrawals you have made, you cannot make any further subscriptions should you have reached the annual ISA subscription limit for that tax year.
- 5.4. For PEP Accounts, withdrawing more than £180 of uninvested interest within a tax year will incur an income tax liability of 20% on all interest earned in that tax year.

#### 6. Cessation of Account

- 6.1. If you breach any of the rules and regulations in relation to an ISA or PEP, you may lose the tax benefits and the Account may be voided.
- 6.2. When the Account is voided, the Account Manager will transfer the account investments to a Standard iDealing Account or to you directly if you do not wish to open a Standard Account.
- 6.3. Due to Inland Revenue regulations you may lose your tax benefits if you assign your ISA or PEP to a third party.
- 6.4. The Account Manager may deduct any charges or other amounts due to it, any tax liabilities under the Account and any additional expenses incurred in terminating the Account.
- 6.5. Tax benefits will cease immediately in the event of your death. The representatives of your estate must arrange to provide us with an original or certified copy (certified by a Solicitor, Commissioner for Oaths or Justice of the Peace) of your Death Certificate in order for us to proceed winding up your ISA or PEP account.
- 6.6. No rights to withdraw or cancel a PEP or ISA apply.

#### 7. Personal Data and Information

- 7.1. We reserve the right to refuse your application for an Account if we believe that any information provided by you is incorrect or if we believe that you are not eligible.
- 7.2. You must provide us with the information referred to as mandatory on our application form. Your failure to do so will result in a delay in processing your application.

#### 8. Charges

- 8.1. A copy of the latest Services and Prices can be viewed online at [www.iDealing.com](http://www.iDealing.com).
- 8.2. All charges are subject to change at the discretion of the Account Manager.

#### 9. Liability

- 9.1. You agree to indemnify the Account Manager against all liabilities incurred by the Account Manager in connection with your Account, other than liabilities caused as a direct result of the Account Manager's negligence, knowing default or breach of the Financial Services Act 1986 or the regulatory system within the meaning of the rules of the FSA or of this Agreement, for which the Account Manager is liable.
- 9.2. The Account Manager is not liable for any loss caused through a fall in the value of Account Investments.
- 9.3. To the extent permitted by the rules of the FSA, the Account Manager accepts no responsibility for your Account until cleared funds are received, nor for any loss or delay caused in the payment or transfer of funds to the Account Manager.
- 9.4. For the purpose of this Clause references to you include your personal representatives and references to the Account Manager include its nominee(s) appointed in connection with the account.

#### 10. Advice

- 10.1. We are unable and therefore do not provide investment or tax advice in relation to the iDealing Self-Select ISA or Self-Select PEP. Should you have any queries, either in respect of specific investments or whether an iDealing Account is suitable for you, you should refer them to your professionally qualified adviser.

#### 11. Law

- 11.1. These PEP & ISA supplemental Terms and Conditions are based upon our understanding of current Inland Revenue legislation and practices. These may change from time to time.
- 11.2. Your ISA and/or PEP Account will be administered in accordance with the Inland Revenue Regulations, which take precedence over this Agreement.
- 11.3. The iDealing.com ISA does not meet the Government's CAT standards.

## 12. Definitions

**"Account"** or **"ISA"** – an Individual Savings Account governed by this Agreement and which is designated as a Maxi or Mini Account under the Regulations and which is made up of a stocks and shares component only.

**"Account"** or **"PEP"** – a Personal Equity Plan Account governed by this Agreement and which is designated as such under the Regulations.

**"Account Investments"** – shares, cash and any other investments held in an Account.

**"Account Manager"** – iDealing.com Limited, who are responsible for administering your ISA or PEP Account in accordance with the Regulations.

**"Agreement"** – these Supplemental PEP & ISA Terms and Conditions, the Application Form and any other document referred to therein.

**"Application Form"** – a PEP or ISA application form completed in writing.

**"FSA"** – Financial Services Authority.

**"Issuer"** – the company which issues Account Investments.

**"iDealing"**, **"iDealing.com"**, **"Account Manager"**, **"we"** and **"us"** all refer to iDealing.com Ltd.

**"Regulations"** – the Individual Savings Account Regulations 1998 and the Personal Equity Plan Regulations 1998, as from time to time amended and in force.

**"Tax"** – Income tax and Capital Gains Tax payable by all those resident or ordinarily resident in the United Kingdom for tax purposes.

**"Year"** – a tax year beginning on 6 April in any calendar year and ending on 5 April in the following year.

**"You"** – an individual who has opened an Account under this Agreement.

## RISK WARNING NOTICES

iDealing.com does not advise customers on the merits or suitability of any transactions. However, for your protection we would like to draw your attention to the following:

The value of investments and the income derived from them may fluctuate and an investor may not receive back the amount originally invested. Past performance is not necessarily a guide to the future. The investments and investment services referred to in this document may not be suitable for all investors and if in doubt an investor should seek advice from a qualified investment adviser.

iDealing.com's website should not be regarded as an offer or solicitation to conduct investment business, as defined by the UK Financial Services and Markets Act 2000, in any jurisdiction other than the United Kingdom. Investors who are resident in or citizens of countries other than the United Kingdom may be subject to local restrictions.

iDealing.com's services may not be available in countries where they are prohibited by local securities law. If in doubt you should contact your usual legal or financial advisor.

The information on iDealing.com's website has been obtained from sources which we believe to be reliable and accurate. We are not responsible for the accuracy of information contained within sites provided by third parties who may have links to or from our pages.

You should be aware that the Internet is not a completely reliable transmission medium, and there may be arbitrary delays and omissions and pauses in service provision.