

Bank of Scotland ShareBuilder Terms and Conditions.

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1. How do these terms and conditions operate?

These conditions supplement the Bank of Scotland Share Dealing Service Terms and Conditions in relation to the Bank of Scotland ShareBuilder service. You should read these conditions and the conditions in relation to the Bank of Scotland Share Dealing service, including the Order Handling Policy and Conflicts of Interest Policy carefully to understand how they work. They also set out your and our rights and duties. If you want a copy of the latest published Bank of Scotland Share Dealing **brochure**, policy documents or need to contact us for any other reason, please email or telephone us. By accepting these terms and conditions you acknowledge the creation of a contractual relationship which has legal consequences.

2. What do the words and phrases in bold type mean?

In these conditions, the following words and phrases in bold type have the special meanings given below:

Account – means your **Bank of Scotland ShareBuilder**. This **account** has the ability to hold cash and **investments**. Any cash is held pending investment;

Bank of Scotland ShareBuilder service – the service that we provide in accordance with the Bank of Scotland Share Dealing Service Terms and Conditions and these supplemental conditions;

Deal – the purchase of or sale of or subscription for **investments** by you;

Investment Day – is the day we begin the process of placing the trade for your **scheduled investment**. Each **investment day** that applies to you is set out in your investment plan which you can access through the **website**;

Investments – details of which **investments** we can **deal** or hold for you are set out on our **website**;

Nominated bank account – your personal bank, building society or savings account, registered in the UK, Jersey, Guernsey or the Isle of Man, that you have nominated and that we will electronically debit (using a direct debit instruction or a debit card) or credit (via BACS or debit card);

Planned Purchase – is a purchase of investments on one or a series of investment days chosen by you and specified on the website;

Real Time Purchase – is a purchase of investments on a real time basis and which does not form part of a planned purchase;

Scheduled Subscription – is a payment by you to us from your **nominated bank account** on one or a series of subscription days chosen by you and specified on the website;

Subscription Day – is the day on which funds must be available from your **nominated bank account** to make a scheduled subscription. You can choose from the available days listed as subscription days on the website;

Us/we/our – Halifax Share Dealing Limited, the provider of the Bank of Scotland Share Dealing service and **Bank of Scotland ShareBuilder**. For ease of reading, these words are not shown in bold type;

You/your – our client, being the person who becomes registered with us to use the Bank of Scotland Share Dealing service and **Bank of Scotland ShareBuilder**. For ease of reading, these words are not shown in bold type. Where an account is held jointly, all named parties will have joint and several duties and responsibilities. This means that any one joint holder can place or confirm an instruction which will bind all parties to the account;

Website – www.bankofscotlandsharedealing.co.uk/online or any other internet address which we may notify to you;

Working day – any day other than a Saturday, Sunday, English or international public/national holiday.

3. Funding your account

How does funding work for **Bank of Scotland ShareBuilder** and how do I pay for investments you buy for me?

3.1 You can fund your Bank of Scotland ShareBuilder in a number of ways:

- by debit card – if your **nominated bank account** has a debit card facility, you can provide us with details of that debit card to make all payments to us;
- by direct debit – you can complete a direct debit mandate to make all payments to us.

3.2 For **scheduled subscriptions**, we will automatically collect subscription payments from your **nominated bank account** according to the schedule set up and maintained through the **website**. Advance notice of our requesting money under your direct debit instructions will not be given. For debit cards, we usually start the debiting process on the **subscription day**. For direct debit mandates, we usually start the debiting process at least two days before the **subscription day**.

3.3 You can choose within certain limits when subscriptions will be debited from your **nominated bank account** and the **website** will set out a timetable for these subscriptions. If a **subscription day** is not a **working day**, the **scheduled subscriptions** will be collected on the next **working day**.

3.4 For **planned purchases** and **real time purchases**, we debit the funds from your **Bank of Scotland ShareBuilder**.

3.5 For **planned purchases**, you will nominate a set amount to be invested through the **Bank of Scotland ShareBuilder**, in accordance with the schedule you have set up through our **website** and we will debit the appropriate amount from your account on each occasion we make a **planned purchase** for you.

3.6 The proceeds from the sale of **investments** will be paid into your **Bank of Scotland ShareBuilder** as will any income arising from your **investments**.

- 3.7 When you instruct us to buy or subscribe for **investments** for you, your **account** needs to contain sufficient cleared funds to meet the full costs of the purchase or subscription.
- 3.8 It is your responsibility to ensure that there are funds available to us before the commencement of each **investment day** for a **planned purchase** and before we carry out your instructions for a **real time purchase**. If funds are insufficient to cover the whole amount of a **planned purchase(s)** or a **real time purchase(s)**, we will not carry out any part of the **planned purchase(s)** or **real time purchase(s)**. This will not affect subsequent **planned purchases** or **real time purchases**.

4 Dealing

How can deals be placed and what sort of investments can be bought?

- 4.1 Please note that this is an online service only. We will accept dealing instructions for the **Bank of Scotland ShareBuilder** as follows:
- online **deals** to buy, sell and subscribe for a number of different types of **investments** using our online service at [www.bankofscotlandsharedealing.co.uk/online](http://www.bankofscotlandsharedealing.co.uk/) Instructions for our online service can only be made using our secure website. If the website is unavailable or if you receive an 'error message' you should contact our call centre to place or confirm your instructions by telephone. The types of **investments** that you can trade online are listed at www.bankofscotlandsharedealing.co.uk/online For Bank of Scotland ShareBuilder these may be less extensive than through other services offered by us;
 - an instruction from you for a **real time purchase** will only be accepted by us for a whole number of **investments**, and not for fractions of **investments**.

How will instructions be carried out?

- 4.2 You must tell us the exact name, number or value of **investments** you want us to buy, sell or subscribe for.
- 4.3 When you instruct us to buy **investments**, you must tell us the amounts that you want to invest (for **planned purchases**) or the number of **investments** you want to buy (for **real time purchases**) and the companies in which you want to invest. When you instruct us to sell **investments**, you must tell us the number or value of the **investments** that you want to sell.
- 4.4 We may carry out a **deal** as the other party to that **deal** rather than arrange the **deal** for you with somebody else. If we do this, we will tell you after we carry out the **deal**.
- 4.5 We will facilitate **deals** involving fractions of **investments** by either buying from you or selling to you those fractions of **investments** as principal. When selling a fractional holding in an **investment** on your behalf, we will sell a whole share and you will receive the proceeds (less any charges or other money that you owe us) relating to the part of the share held on your behalf.

- 4.6 If you are making a **planned purchase** of **investments**, we will begin the process of purchasing those **investments** on the **investment day** chosen by you through the **website**. If for any reason we are unable to purchase the **investments** on the **investment day** we will do so as soon as practical afterwards. You can change your instructions to make a **planned purchase** at any time before the **investment day** on which the **planned purchase** is due to take place.
- 4.7 We will only initiate a **planned purchase** if there are cleared funds available to us before the commencement of each **investment day**.
- 4.8 If we think it appropriate (for example, because of market conditions), we can delay an **investment day** until such time as we think it is appropriate for us to **deal** on your behalf. If we delay an **investment day**, this will be disclosed on the **website**.
- 4.9 You can make a **real time purchase** of **investments** using cleared funds available in your **Bank of Scotland ShareBuilder**. Cleared funds must be available to us before we carry out your instructions for a **real time purchase**. Available funds are funds which are not in the process of being used for a **planned purchase** or another **real time purchase**.

When and how will money be received when investments are sold?

- 4.10 You can sell **investments** in your **Bank of Scotland ShareBuilder** at any time. You must tell us the exact **investments** you want us to sell and the number or value. If the sale includes fractions of **investments**, we will buy those fractions as principal.

Can I withdraw from the Bank of Scotland ShareBuilder Service?

- 4.11 You may exercise your right to withdraw from the **Bank of Scotland ShareBuilder** contract by giving us 14 calendar days notice. Any instruction to buy, sell or subscribe for **investments** entered into during the notice period is not subject to this right. Any charges or fees incurred by you during the notice period remain your responsibility.
- 4.12 **Planned purchases** and **scheduled subscriptions** can be amended or suspended at any time by using the **website**.

5. Looking after investments

How do you allocate investments to my portfolio?

- 5.1 For your **planned purchases**, once we know the price of **investments** to be bought in accordance with your instructions, we will calculate (to six decimal places) the number of **investments** to be allocated to you and allocate them to your **account** as soon as reasonably practicable after we have completed the **deal**.
- 5.2 For **real time purchases** made by you, we will allocate the **investments** to your **account** as soon as we have completed the **deal**.

- 5.3 You may ask to withdraw your **investments** from your **account** at any time. We will transfer whole **investments** direct to another stockbroker or, at your request, we will arrange for you to be sent a certificate in your name for those whole **investments**. We will charge you for these services. The latest charges are listed on our **website**. Fractions of **investments** cannot be transferred.

How are corporate actions dealt with?

- 5.4 A **corporate action** may result in a change in the type of **investments** you hold. If, as a result of a **corporate action**, we cannot carry out any of your standing instructions in relation to **planned purchases** for any reason (including where the **investment** is no longer of a type in which we can **deal** – see condition 4), we will request further instructions from you in relation to your **planned purchases**. If this happens, we will not take any action until you provide us with further instructions.
- 5.5 If, as a result of a **corporate action**, we receive **investments** which are not eligible within a **Bank of Scotland ShareBuilder**, we will transfer the **investments** directly to your share dealing account.

Is interest paid on cash held pending investment?

- 5.6 If we hold at least £1 in cash for you in your **account**, we will pay interest on it. Interest is accrued daily and paid annually. The current rate(s) can be found on our website www.bankofscotlandsharedealing.co.uk/charges or by calling us.

What information is available on my Bank of Scotland ShareBuilder portfolio?

- 5.7 You will be able to view on the **website** a statement and valuation of your portfolio, which is based on 15 minute delayed prices during UK market hours and closing prices of the previous day at all other times. This will include a summary of any cash movements on your **account** and a statement giving details and valuation of the **investments** held.

6. Charges

Do any of the charges for the Bank of Scotland ShareBuilder differ from the share dealing service?

- 6.1 Any PTM (Panel on Takeovers and Mergers) levy which is due on purchases over £10,000 will be paid by us in relation to **planned purchases**. We will not pay any PTM levy in relation to **real time purchases** or any sales. We will account to the appropriate authorities for all such taxes and levies. You will pay any other taxes for which you are liable in connection with a **deal**, for example Capital Gains Tax.

7. General

- 7.1 If the **Bank of Scotland ShareBuilder** is withdrawn or suspended in accordance with clause 11 of the Bank of Scotland Share Dealing Service Terms and Conditions, we will transfer any whole **investments** that we hold for you into your name and the names of any joint holders without charge. We will buy any fractions of **investments** from you as principal and pay you the proceeds.
- 7.2 The **Bank of Scotland ShareBuilder** is provided separately from any other share dealing services that we may offer. The facility to combine or offset payments relating to different services is therefore not available to you.

Special requirements

We are committed to meeting the needs of all our customers. If you have a hearing or speech impairment, you can use TYPETALK whenever you contact us. For the visually impaired, we can provide documents in large print, Braille or on audio format. Please contact **0845 606 1188** or call our textphone on **0845 604 2543**.

Here to help

Our aim is to please – but we know that sometimes things go wrong. If you have a problem, we want to know. A member of staff will be happy to help either over the phone, by email or at a branch. A copy of our complaints procedure is available on request. If you need further help, call us on **0845 606 1188** or email us at sharedealing@bankofscotland.co.uk. Complaints we cannot settle may be referred to the Financial Ombudsman Service.

Free booklets and information

We hope this brochure has been helpful. Our staff can give you more detailed information on our products and services. If you'd like more general information, the Financial Services Authority provides a range of free consumer booklets and factsheets, as well as a Consumer Helpline. To find out more, visit their website at www.money.made.clear.fsa.gov.uk or call **0300 500 5000**.

The Financial Services Authority can only provide general information and cannot give specific advice or recommend any company's products, investigate individual complaints or contact firms on behalf of individuals.