

**Bank of Scotland ShareBuilder**

**Bank of Scotland  
ShareBuilder.**

Terms and Conditions.



**BANK OF  
SCOTLAND**

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## 1. These terms and conditions and the agreement between us

- 1.1 The **Bank of Scotland ShareBuilder** is a share dealing **account** which enables you to build up a portfolio of **investments** by purchasing either whole **investments** and/or fractions of **investments** over a series of regular **investments**.
- 1.2 These **terms and conditions** set out specific terms which apply to the **Bank of Scotland ShareBuilder service**.
- 1.3 These **terms and conditions**, together with the **Share Dealing terms and conditions**, the current Bank of Scotland Share Dealing **brochure** and any other information or documents that we give to you such as your **application** and any **charging schedule** govern the legal **agreement** between you and us and set out your and our rights and duties in relation to the **service**. By making an **application** and using the **Bank of Scotland ShareBuilder service**, you acknowledge the creation of this contractual relationship which has legal consequences.
- 1.4 You should read these **terms and conditions**, the **Share Dealing terms and conditions**, the **brochure** and any other information or document we give to you, together with our Order Handling Policy and our Summary Conflicts of Interest Policy, carefully to understand how the **service** will operate before making an **application** and using the **service**.
- 1.5 You can ask us for a copy of any of these documents at any time. If there is anything that you do not understand, you should contact us. Please contact us using our webchat facility or telephone us using the details on the last page of these **terms and conditions**.
- 1.6 Throughout these **terms and conditions**, the words in bold have the meanings given to them in the **Share Dealing terms and conditions** or as otherwise set out in Condition 3.
- 1.7 We also use the words:
  - ▶ “we”, “us” and “our” to mean Halifax Share Dealing Limited, the provider of the **Bank of Scotland ShareBuilder service**; and
  - ▶ “you” and “your” to mean the person(s) who have made an **application** and are registered to use the **service**.

## 2. About us

- 2.1 The **Bank of Scotland ShareBuilder service** is provided by Halifax Share Dealing Limited. Halifax Share Dealing Limited is authorised and regulated by the Financial Conduct Authority. Its registration number is 183332.
- 2.2 The **FCA's** address is 12 Endeavour Square, London E20 1JN. The **FCA** maintains a register of all businesses that it regulates at [www.fca.org.uk/register](http://www.fca.org.uk/register)

## 3. Definitions

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

**Bank of Scotland ShareBuilder account** - your Bank of Scotland ShareBuilder account;

**Bank of Scotland ShareBuilder service** - the Bank of Scotland ShareBuilder service, including the provision of your **Bank of Scotland ShareBuilder account** and the **online service** in relation to that **Bank of Scotland ShareBuilder account**;

**Investment day** - the day on which we begin the process of placing the deal for your **planned purchase** as set out in your **investment plan**;

**Investment plan** - the plan setting out your **scheduled subscriptions** and **planned purchases** which is available via the **online service**;

**Planned purchase** - a purchase of investments on one or a series of **investment days** chosen by you and specified on the **website**;

**Real-time purchase** - a purchase of investments on a real-time basis and which does not form part of a **planned purchase**;

**Scheduled subscription** - a payment by you to us from your **nominated bank account** on one or a series of **subscription days** chosen by you and set out in your **investment plan**;

**Share Dealing terms and conditions** - the Bank of Scotland Share Dealing terms and conditions;

**Subscription day** - the day on which funds must be available from your **nominated bank account** to make a **scheduled subscription**;

**Website** - the Bank of Scotland ShareBuilder website at [www.bankofscotlandsharedealing-online.co.uk](http://www.bankofscotlandsharedealing-online.co.uk)

## 4. The Bank of Scotland ShareBuilder service and your Bank of Scotland ShareBuilder account

- 4.1 You need to be registered for the **online service** in order to open a **Bank of Scotland ShareBuilder account**.
- 4.2 The **Bank of Scotland ShareBuilder service** allows you to set up an **investment plan** to automatically:
- subscribe to your **Bank of Scotland ShareBuilder account** (“**scheduled subscriptions**”); and
  - purchase **investments** within your **Bank of Scotland ShareBuilder account** (“**planned purchases**”), on a specified day or series of days each month.
- 4.3 You can also purchase whole **investments** (but not fractions of **investments**) on an ad-hoc basis (a “**real-time purchase**”) within your **Bank of Scotland ShareBuilder account** where you have tradable funds available in your **Bank of Scotland ShareBuilder account** to do so.

### Scheduled subscriptions

- 4.4 You may set up a **scheduled subscription** which must be a minimum monthly amount of £20.
- 4.5 You can choose from certain dates when **scheduled subscriptions** will be debited from your **nominated bank account** and the **online service** will show a timetable of your **investment plan**.
- 4.6 We will automatically collect **scheduled subscription** payments from your **nominated bank account** according to the **investment plan** set up and maintained by you through the **online service**. If a **subscription day** is not a **working day**, the **scheduled subscriptions** will be collected on the next **working day**.
- 4.7 Where you subscribe by Direct Debit, we usually start the debiting process at least two working days before the **subscription day**. We will not give you any additional notice of this each month.
- 4.8 Where you subscribe by debit card, we usually start the debiting process on the **subscription day**.
- 4.9 **Scheduled subscriptions** can be amended or suspended at any time by using the **website**, subject to you meeting any minimum subscription.

### Additional subscriptions

- 4.10 You can make additional subscriptions to your **Bank of Scotland ShareBuilder account** at any time by Direct Debit or debit card as set out in Condition 7.3 of the **Share Dealing terms and conditions**.

### Planned purchases

- 4.11 We will purchase **investments** as specified by you through the **online service**.
- 4.12 We will start the relevant deal on the **investment day** set out in your **investment plan**, or if that day is not a **working day**, on the next **working day**. If for any reason we are unable to purchase the **investments** on the **investment day** we will do so as soon as practical afterwards.
- 4.13 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**.
- 4.14 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.

### Dividend Reinvestment Plan (DRIP)

- 4.15 We will not invest amounts of less than £1 in respect of any dividend reinvestment instructions on your **Bank of Scotland ShareBuilder account**. Such amounts will be deposited in cash into your **Bank of Scotland ShareBuilder account**.

### Real-time purchases

- 4.16 You can make a **real-time purchase** by giving us an order to purchase **investments** which is separate from your **investment plan**, provided that you have available funds available for that purchase. We will allocate the **investments** to your **Bank of Scotland ShareBuilder account** as soon as we have completed the deal.

### Available investments

- 4.17 The types of **investments** that you can deal in using your **Bank of Scotland ShareBuilder account** may be less extensive than for other **accounts** offered by us. The **investments** which are eligible for the **Bank of Scotland ShareBuilder service** can be identified from within the secure area of the **website**.
- 4.18 If, as a result of a corporate action, we receive **investments** which are not eligible within a **Bank of Scotland ShareBuilder account**, we will transfer the **investments** directly to your Bank of Scotland Share Dealing Account.

### Tradable funds

- 4.19 Unlike other Share Dealing **accounts**, sale proceeds will not become tradable funds until the settlement date.
- 4.20 It is your responsibility to ensure that there are tradable funds available to us before the commencement of each **investment day** for a **planned purchase** and before we carry out your

order for a **real-time purchase**. If tradable 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**.

#### Selling investments

4.21 If you want to sell all or some of your **investments**, you can give us an order to do so via the **online service** in accordance with the **Share Dealing terms and conditions**. You must tell us the number or value of the **investments** or fractions of **investments** that you want to sell.

4.22 The proceeds from the sale of **investments** will be paid into your **Bank of Scotland ShareBuilder account**.

#### Fractional entitlements

4.23 When we carry out a **planned purchase**, we will, once we know the price of **investments** to be bought, calculate (to six decimal places) the number of **investments** to be allocated to your **Bank of Scotland ShareBuilder account** and will allocate them to you as soon as reasonably practicable after we have completed the deal. This will result in us holding fractions of **investments** for you.

4.24 We will facilitate deals involving fractions of **investments** by either buying from you or selling to you those fractions of **investments** as principal.

4.25 When selling a fractional holding in an **investment** on your behalf, we will sell a whole **investment** and you will receive the proceeds (less any charges or other money that you owe us) relating to the part of the **investment** held on your behalf.

4.26 Orders for a **real-time purchase** will only be accepted by us for a whole number of **investments**, and not for fractions of **investments**.

4.27 In relation to your **Bank of Scotland ShareBuilder account**, Condition 12.9 of the **Share Dealing terms and conditions** does not apply. We will hold fractional entitlements for you, rather than disposing of them.

#### Withdrawing or transferring investments

4.28 You may ask to withdraw or transfer your **investments** or client money from your **Bank of Scotland ShareBuilder account** at any time in accordance with the **Share Dealing terms and conditions**, except that fractions of **investments** cannot be transferred and will need to be sold and withdrawn or transferred as cash.

#### Separate account

4.29 The **Bank of Scotland ShareBuilder account** 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.

## 5. Here to help

#### Our promise

Our promise is to do our best to resolve any problem you have immediately. Where we can't, we'll ensure you know who is dealing with your complaint. To complain:

- Call us on **0345 606 1188** (Textphone **0345 604 2543**, if you have a hearing impairment).
- Talk to us online at **www.bankofscotland.co.uk/sharedealing/contact-us/**
- Write to us at Bank of Scotland Share Dealing, Lovell Park Road, Leeds LS1 1NS

If you're still not happy and we can't put things right to your satisfaction,

you can ask the Financial Ombudsman Service to look at your complaint. You can contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR or by visiting **www.financial-ombudsman.org.uk/consumer/complaints.htm** or by telephone on **0800 023 4567**.

If you entered into this Agreement with us online, you may direct your complaint through the European dispute resolution platform through the "Your Europe portal" at **ec.europa.eu/consumers/odr**

Information correct as of January 2019

## Get in touch



[bankofscotland.co.uk/  
investments](https://bankofscotland.co.uk/investments)



0345 606 1188

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use Text Relay or Textphone on **0345 604 2543** (lines are open 8am to 6pm, Monday to Friday.) If you are Deaf you can use BSL and the SignVideo service available at [bankofscotland.co.uk/accessibility/signvideo](https://bankofscotland.co.uk/accessibility/signvideo)

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