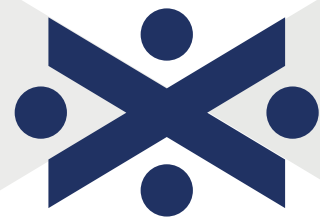




# AJ Bell Scheme Terms and Conditions

Bank of Scotland Share Dealing Self Invested  
Personal Pension



**BANK OF  
SCOTLAND**

# Terms and Conditions

## Terms for pension administration services provided by AJ Bell Management Limited for the Bank of Scotland Share Dealing SIPP

### Introduction

This document sets out the Terms for the services provided to you by AJ Bell in relation to the administration of your Bank of Scotland Share Dealing SIPP.

Under the terms of an agreement between AJ Bell and Bank of Scotland Share Dealing, AJ Bell provides you with pension administration services for your SIPP and Bank of Scotland Share Dealing provides the investment services for your SIPP.

AJ Bell is the scheme administrator of the Scheme and carries out the administration and management of the Scheme.

Sippdeal Trustees Limited, a wholly owned subsidiary of AJ Bell, is the trustee of the Scheme and is the legal owner of assets within the Scheme. Its role as trustee is limited to holding the assets of the Scheme to the order of AJ Bell.

Bank of Scotland Share Dealing will provide a range of investment services for your SIPP. Details of the terms and conditions for the services provided by Bank of Scotland Share Dealing are set out in the Bank of Scotland Share Dealing Service Terms and Conditions which are available on the Bank of Scotland Share Dealing Website.

### Your authority to instruct Bank of Scotland Share Dealing

Sippdeal Trustees Limited, as the legal owner of your SIPP assets, authorises you to act as its agent only for the purposes of:

- ▶ Giving investment instructions directly to Bank of Scotland Share Dealing for your SIPP.
- ▶ Signing up to the Bank of Scotland Share Dealing Service Terms and Conditions in relation to your SIPP.

### Changes to these Terms

AJ Bell may change these Terms (including by increasing the SIPP Charges) from time to time by sending you at least 30 days' notice by e-mail or post to the last address for you on AJ Bell's records. Any changes will take effect at the end of the notice period.

AJ Bell will not increase its transfer out fees during the notice period, so you will be able to transfer your SIPP to another registered pension scheme at the existing transfer out fees before the expiry of the notice period.

AJ Bell will generally only alter these Terms for the following valid reasons:

- ▶ Significant changes in pensions or other relevant UK or European legislation.
- ▶ Significant changes in the regulatory regime or reporting requirements.
- ▶ Changes in how different investment markets may work which may impact on the operation of your SIPP.
- ▶ Changes in investment dealing or administration which may impact on the operation of your SIPP.
- ▶ To avoid cross subsidisation between individual Member funds where the provision of certain services is being charged on an uneconomic basis.
- ▶ Changes in the ownership of AJ Bell's business or how it operates.
- ▶ To reflect changes in how the internet operates.
- ▶ To remedy obvious errors.
- ▶ To make them clearer or easier to understand.
- ▶ If AJ Bell believes the change is not disadvantageous to you.

If AJ Bell alters these Terms for a valid reason that is not set out above and you are not happy with those changes, AJ Bell will waive the existing transfer out fee if you wish to transfer your SIPP to another registered pension scheme, provided that the transfer is made within three months from the date on which AJ Bell gives you notice of the change. AJ Bell will not meet any other costs of the transfer.

# 1. Definitions

In these Terms the following definitions apply:

**"Agreement"** the agreement between us and you governing your SIPP as set out in these Terms, the Application Form, the Declarations, the Key Features Document and the Scheme Rules.

**"AJ Bell"** AJ Bell Management Limited and, where the context requires, Sippdeal Trustees Limited, acting to the order of AJ Bell Management Limited.

**"Application Form"** the application form completed and signed by you applying to become a Member and requesting the provision of the Pension Services and the Bank of Scotland Share Dealing Service in the form we determine and the expression **"Application"** shall be defined accordingly.

**"Associate"** any undertaking in the same group as us.

**"Bank"** the Bank of Scotland or such other bank as may be determined from time to time by us at our absolute discretion.

**"Bank of Scotland Share Dealing"** 'means Halifax Share Dealing Limited trading as Bank of Scotland Share Dealing.

**"Bank of Scotland Share Dealing Service"** means the execution only dealing and stockbroking administration service provided by Bank of Scotland Share Dealing for the purpose of investing funds held under your SIPP.

**"Bank of Scotland Share Dealing Service Terms and Conditions"** the terms and conditions governing the supply of the Bank of Scotland Share Dealing Service for your SIPP which are available on the Bank of Scotland Share Dealing Website.

**"Bank of Scotland Share Dealing Website"** the website [www.bankofscotland.co.uk/sharedealing](http://www.bankofscotland.co.uk/sharedealing).

**"Benefits"** benefits as described in the Key Features Document.

**"Business Day"** a day on which banks in England, and the LSE, are open for business, except for weekends and Public/Bank Holidays.

**"Child"** an individual aged under 18 years of age.

**"Contribution"** a payment by you, or someone on your behalf (including tax relief on the payment) or by your employer to your SIPP by way of a single or regular payment.

**"Data Protection Legislation"** any Regulatory Requirement which relates to the protection of individuals with regard to the processing of personal data and privacy to which we or Halifax Share Dealing are subject, including (up to and including 24 May 2018) the Data Protection Act 1998 and EC Directive 95/46/EC and (on and from 25 May 2018) the GDPR.

**"Declarations"** the declarations set out in the Application Form.

**"FCA"** the Financial Conduct Authority or any successor regulatory body and **"FCA Rules"** shall be defined accordingly.

**"GDPR"** General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.

**"HMRC"** HM Revenue and Customs and **"HMRC rules"** shall be defined accordingly.

**"Indirect, special or consequential loss or damage"** loss or damage other than loss or damage arising as a direct result of our breach of contract, including the loss of the ability to reinvest or invest and any market or trading loss.

**"Key Features Document"** the SIPP key features document available on the Bank of Scotland Share Dealing Website as updated.

**"LSE"** the London Stock Exchange plc.

**"Member"** a person admitted to membership of the Scheme by virtue of an Application and who has not subsequently left the Scheme.

**"Pension Services"** the pension administration services we provide for your SIPP in accordance with these Terms, as follows:

- ▶ Maintenance of administrative records and appropriate systems to establish and administer your SIPP.
- ▶ Maintenance of administrative records and systems to receive Contributions, Transfers and pay Benefits as appropriate.

- ▶ Recovery of UK basic rate tax on Contributions paid by you or on your behalf (where appropriate).
- ▶ Recovery of any allowable UK tax deducted at source on investment income received by your SIPP.
- ▶ Production and issue of certificates to verify Contributions paid, where requested.
- ▶ Dealing with day-to-day general pensions administration related correspondence and telephone enquiries; any additional services that may be required from time to time to administer the Scheme and comply with HMRC or any other regulatory requirements.

**“Permitted Investments”** the range of investments we agree from time to time with Bank of Scotland Share Dealing can be made available through the Bank of Scotland Share Dealing Service for your SIPP in accordance with these Terms and the Bank of Scotland Share Dealing Service Terms and Conditions.

**“Personal Information”** personal data (as defined in the Data Protection Act 1998) relating to you that is required to establish and maintain your SIPP, to provide the Pension Services and carry out the Bank of Scotland Share Dealing Service generally.

**“Regulatory Requirements”** all laws, regulations, rules and customs that apply to AJ Bell and Bank of Scotland Share Dealing and to any transactions which we or Bank of Scotland Share Dealing carry out for you or your SIPP. It includes the FCA Rules together with the rules, customs and practices of the LSE, or those of any other investment market or stock exchange on which a transaction is carried out and any applicable laws and/or regulations as amended and supplemented from time to time.

**“Responsible Person”** a person aged 18 years or over who is the legal guardian, parent or grandparent of the Child.

**“Scheme”** the Sippdeal e-sipp pension scheme established under trust deed and registered with HMRC.

**“Scheme Rules”** the trust deed and rules for the Scheme as may be amended from time to time which are available on the Bank of Scotland Share Dealing Website.

**“Share Dealing Charges”** means the charges made by Bank of Scotland Share Dealing in respect of the provision of the Bank of Scotland Share Dealing Service for your SIPP.

**“SIPP”** the pension arrangement, or arrangements, established for you under the Scheme, and includes the assets held on behalf of your SIPP whether they be represented by cash or other Permitted Investments.

**“SIPP Charges”** the fees and charges payable to AJ Bell for the Pension Services supplied by AJ Bell for your SIPP as set out in the Key Features Document, as amended from time to time.

**“Third Party Supplier”** any person providing services to us or our Associates.

**“Transfer”** the transfer of benefits to or from any UK registered pension scheme.

**“UK”** the United Kingdom of Great Britain and Northern Ireland.

**“Unauthorised Payment”** a payment from your SIPP which is not authorised under HMRC rules.

**“We/us”** AJ Bell and **“our”** means “AJ Bell’s”.

**“You”** an individual who has been accepted as a Member of the Scheme and **“your”** shall be construed accordingly.

## 2. Application and Membership

2.1 We do not provide financial, investment or tax advice as part of the Pension Services. You are responsible for the selection of your SIPP and any investments. For the avoidance of doubt we will not give you any advice in relation to the following:

- ▶ The suitability of the Scheme or your SIPP for your own particular circumstances.
- ▶ The level of Contributions (if any) to be paid into your SIPP.
- ▶ Whether or not to make a Transfer into your SIPP.
- ▶ The suitability of any investments you may wish to buy or sell within the Bank of Scotland Share Dealing Service.
- ▶ Whether to take Benefits and, if so, whether to elect for income drawdown, annuity purchase or any other benefits available under the Scheme.
- ▶ Whether or not to register with HMRC for transitional protection for pension rights.
- ▶ Any other matters relating to tax or financial services whatsoever.

- 2.2 To apply for membership of the Scheme you, or the child, must be a resident in the UK (or Jersey or Guernsey or the Isle of Man), or a Crown servant, or married to or in a civil partnership with a Crown servant or, in the case of a Child, a dependant of a Crown servant.
- 2.3 You must complete an Application Form if you wish to apply to become a Member of the Scheme.
- 2.4 In order to become a Member you must agree to be bound by these Terms and the Scheme Rules, as amended from time to time. In the event of any conflict between the provisions of these Terms, the Key Features Document and the Scheme Rules, the Scheme Rules will apply.
- 2.5 Membership will only commence when we notify you that your Application has been accepted following satisfactory completion of our verification of identity checks.
- 2.6 We may decline your Application at our absolute discretion.
- 2.7 We will only accept Applications from individuals aged 18 or over, except as provided in clause 2.8 in the case of a Child.
- 2.8 We will accept an Application made on behalf of a Child by a Responsible Person. If you are a Child, authority to operate a SIPP on your behalf will rest with the Responsible Person until you are aged 18, at which time, subject to compliance with clause 2.9, all authority will pass to you.
- 2.9 We will accept an application for a change of Responsible Person provided:
  - a. the new contact satisfies relevant Regulatory Requirements and
  - b. except as provided in clauses 2.10, we receive the consent of the existing Responsible Person.
- 2.10 We will accept an application for a change of Responsible Person without the consent of the existing Responsible Person if:
  - a. The applicant is the Child and is aged 18 or over and satisfies relevant Regulatory Requirements (but we reserve the right to advise the existing Responsible Person of the application).
  - b. The existing Responsible Person is dead or incapacitated.
  - c. The existing Responsible Person cannot be contacted.
  - d. The existing Responsible Person has ceased for whatever reason to be the legal guardian or to have parental responsibility.
  - e. We have to comply with a court order.
- 2.11 We may decline an application for a change of Responsible Person at our absolute discretion.
- 2.12 On becoming a Member, we will classify you as a "retail client" for the purposes of the FCA Rules. This classification provides the highest level of protection under the FCA Rules.

### **3. Acceptance**

- 3.1 We will notify you when your SIPP application has been approved and you have been accepted as a Member.
- 3.2 Once your Application has been accepted, you will receive details from Bank of Scotland Share Dealing on how to give them instructions in relation to the Bank of Scotland Share Dealing Service.

### **4. Cancellation rights**

- 4.1 You have cancellation rights in the following circumstances:
  - a. The establishment of your SIPP.
  - b. The making of a Transfer to your SIPP.
  - c. The first occasion when you decide to take Benefits.
- 4.2 You can exercise the cancellation rights set out in clause 4.1 within 30 days, in the case of the event set out in:
  - a. clause 4.1 a), of when you receive confirmation from us of your Application having been accepted;
  - b. clause 4.1 b), of when you receive confirmation from us of the Transfer having been received;
  - c. clause 4.1 c), of when you receive the first related Benefits payment.
- 4.3 You may exercise your cancellation rights by writing to us at the address given in the contact details section at the end of these Terms quoting your name and SIPP reference number.

- 4.4 When exercising your cancellation rights you must confirm whether you wish to cancel your SIPP, a Transfer, or your decision to take Benefits.
- 4.5 If you cancel your SIPP we will repay any Contribution we have received. We reserve the right to only refund the Contribution, whether received by cheque, direct debit or other bank transfer, to the same account from which it came.
- 4.6 If you cancel a Transfer we will attempt to repay the amount received to the transferring scheme. If the transferring scheme refuses to accept the repayment, or will only accept it on different terms to those applying prior to the Transfer, you must provide instructions on whether you wish us to make the transfer to another registered pension scheme. If you have not provided your instructions within the 30 day cancellation period we reserve the right to take reasonable administration charges from your SIPP until such time as we are able to make the transfer to another registered pension scheme.
- 4.7 If you cancel your decision to take Benefits you must return any Benefits payment that has been paid to you in relation to your decision.
- 4.8 If you do not exercise any of your cancellation rights within the 30 days limit, you will not be able to cancel your SIPP, or any relevant Transfer, or your decision to take Benefits, at a later date. This will not affect your rights to transfer your SIPP to another registered pension scheme or, if applicable, purchase an annuity.
- 4.9 If you make an investment via the Bank of Scotland Share Dealing Service within the 30 day cancellation period you will lapse your cancellation rights. If you lapse your cancellation rights you will no longer be able to cancel your SIPP or have a Transfer repaid to the transferring scheme. You may also lapse your cancellation rights by giving us notice in writing at the address given in the contact details section at the end of these Terms quoting your name and SIPP reference number.

## **5. Contributions and Transfers**

- 5.1 Payment of Contributions and Transfers may only be made into your SIPP on the basis set out in the Key Features Document.
- 5.2 If a payment is made to your SIPP and not subsequently honoured by the payer, we will make an appropriate adjustment to your SIPP and may deduct a reasonable charge from your SIPP for doing so.
- 5.3 We may decline a Contribution or Transfer at our absolute discretion.
- 5.4 You will be responsible for initiating and coordinating the processing of all Transfers to your SIPP from other registered pension schemes. We will not be responsible for any delays in the receipt of such Transfers. In the event of a Transfer being made in error to your SIPP, we reserve the right, at our discretion, to refund the Transfer without further authority from you.
- 5.5 Where you have made a Contribution that is subsequently refunded (for any reason), the amount of the refund may be less than the amount originally paid. The reduction may be as a result of our SIPP Charges and Share Dealing Charges; tax, charges or interest applied by HMRC; or the performance of investments held in your SIPP.
- 5.6 You are responsible for ensuring that all Contributions are within allowable limits for tax relief. We are not responsible for any interest claimed by HMRC on the repayment of any overpaid tax relief. Any such repayment and interest will be paid to HMRC from your SIPP.
- 5.7 In particular, you agree that you will not require, nor attempt to require, the withdrawal of funds from your SIPP except as permitted by the Scheme Rules. If an Unauthorised Payment is made in respect of your SIPP, you agree to us deducting from your SIPP the amount of any scheme sanction charge, or other charge, HMRC imposes on us and any related interest payment so that we can make payment to HMRC. If there are insufficient funds held in your SIPP, you agree to pay us the amount by which the amount due to HMRC exceeds the amount of the funds held in your SIPP. We are required to report any Unauthorised Payments to HMRC.
- 5.8 There may be a delay of up to five Business Days, or more, between the date when the payment of a Contribution or cash Transfer leaves the payer's bank account and when it reaches your SIPP. We are not responsible for any loss caused as a result of the delay.

## 6. Dealing and Investment

- 6.1 Bank of Scotland Share Dealing provides an execution only service for your SIPP for the purchase and sale of the range of Permitted Investments agreed between us and Bank of Scotland Share Dealing from time to time.
- 6.2 We may alter the Permitted Investments range made available through the Bank of Scotland Share Dealing Service at our sole discretion and may require the sale of any investments that cease to be Permitted Investments.
- 6.3 We, as the legal owner of your SIPP assets, authorise you to act as our agent only for the purposes of giving investment instructions directly to Bank of Scotland Share Dealing for your SIPP, and for signing up to the Bank of Scotland Share Dealing Terms and Conditions in respect of your SIPP.
- 6.4 Bank of Scotland Share Dealing Services for your SIPP are provided by Bank of Scotland Share Dealing. Where your SIPP suffers loss in connection with the provision of the Bank of Scotland Share Dealing Services, we will at your request and expense take any reasonable action you ask us to in order to bring any claim against Bank of Scotland Share Dealing for any such losses provided we are secured to our reasonable satisfaction against any related costs and liabilities.

## 7. SIPP Charges and Share Dealing Charges

- 7.1 Details of the SIPP Charges are set out in the Key Features Document and published on the Bank of Scotland Share Dealing Website. All SIPP Charges include VAT where applicable.
- 7.2 The SIPP Charges do not include the Share Dealing Charges. Information on the charges for the Bank of Scotland Share Dealing Service is set out in the Key Features Document and is also available on the Bank of Scotland Share Dealing Website.
- 7.3 We may increase the SIPP Charges each year after giving you at least 30 days' prior notice with effect from 1 January in line with the increase in the Average Weekly Earnings (AWE), published by the Government Office for National Statistics, or its successor body (or, if the AWE is not available, any other index that we give you notice of and which we believe provides a reasonable indication of the increase in our costs over the relevant period) for the twelve month period ending on 30 September in the preceding year.
- 7.4 In addition, we reserve the right to change the SIPP Charges for any of the valid reasons and in the manner set out in the 'Changes to these Terms' section at the beginning of these Terms.
- 7.5 The SIPP Charges and the Share Dealing Charges will be deducted from your SIPP, and your acceptance of these Terms provides AJ Bell and Bank of Scotland Share Dealing with your authority to make those deductions. If the SIPP Charges or any other amounts due to us or from your SIPP (including the Share Dealing Charges due to Bank of Scotland Share Dealing) under the Agreement exceed the amount of cash in your SIPP then, subject to Bank of Scotland Share Dealing giving you at least 30 days' notice of the intended action, we and Bank of Scotland Share Dealing are authorised by you to sell such of the investments held in your SIPP, as we may determine at our absolute discretion, to cover the outstanding amount. If for any reason it is not possible to realise sufficient cash to pay the outstanding amount, you will be personally liable for any shortfall and we will have the right to pursue you personally for payment.

## 8. Your Personal Information

- 8.1 We may use your Personal Information and may store it on our systems and otherwise process it for the purpose of supplying you with the Pension Services for your SIPP. For full information about how we use your Personal Information and how you can exercise your rights in relation to our use of your Personal Information, please see the Privacy Policy on our website [https://www.ajbell.co.uk/sites/ajbell.co.uk/files/AJ\\_Bell\\_Data\\_Privacy\\_Notice\\_HSDL.pdf](https://www.ajbell.co.uk/sites/ajbell.co.uk/files/AJ_Bell_Data_Privacy_Notice_HSDL.pdf), which we may update from time to time.

### How we use your personal information

Your personal information will be used by AJ Bell Management Limited and Halifax Share Dealing Limited:

- ▶ To provide products and services, manage your relationship with us and to comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- ▶ For other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about this and in what circumstances you can ask us to stop, in our full privacy notice.

## Who we share your personal information with

Your personal information will be shared within AJ Bell Management Limited and Lloyds Banking Group and other companies that provide services to you or us, so that we and any other companies in our Groups can look after your relationship with us. By sharing this information it enables us to better understand our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

## Where we collect your personal information from

AJ Bell Management Limited will collect personal information about you from a number of sources including:

- ▶ Information given to us on application forms, when you talk to us over the phone or through the device you use and when new services are requested.
- ▶ From analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- ▶ From or through other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).
- ▶ In certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

## Do you have to give us your personal information?

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

## What rights you have over your personal information

The law gives you a number of rights in relation to your personal information including:

- ▶ The right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- ▶ The right to get us to correct personal information that is wrong or incomplete.
- ▶ In certain circumstances, the right to ask us to stop using or delete your personal information.
- ▶ The right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

## 9. Exemptions from Liability

9.1 You are responsible for any loss of any kind that we, our employees, agents and Associates ("**Relevant Parties**") suffer or incur as a result of supplying you with the Pension Services and delegating authority to you for you to use the Bank of Scotland Share Dealing Service for your SIPP, except where that loss arises from the negligence, fraud or willful default of the Relevant Party.

9.2 Nothing in these Terms will exclude or limit our liability for:

- a. any duty we may owe you under the FCA Rules;
- b. death or personal injury caused by our negligence;
- c. fraud or fraudulent misrepresentation.



- 9.3 Except as provided in clause 9.2, we shall not be liable in any event for:
- a. any loss or damage arising from your use of any services provided by Bank of Scotland Share Dealing in connection with your SIPP;
  - b. loss that is not the natural result, in the usual course of things, of the event that gave rise to the claim and was not likely to arise from a special circumstance which we knew of, or should have known of, when that event took place;
  - c. any loss of income or revenue, loss of profits or anticipated savings or wasted expenditure (except where such losses are a direct result of our breach of the Agreement) or loss of the ability to invest or reinvest;
  - d. any Indirect, special or consequential loss or damage or loss caused by the acts or omissions of a Responsible Person or third party.
- 9.4 We are not liable for any losses caused by the acts or omissions of any person which are beyond our reasonable control, including but not limited to industrial disputes, the act or regulations of any Governmental or other body, breakdown, failure or malfunction of any telecommunications, computer systems, equipment or software or service or the insolvency or default of any third party or cyberattacks or any other malicious act of any third party.
- 9.5 We are not liable or responsible for any actions resulting from information found on any websites with whom we have established links.
- 9.6 You are responsible for the selection of the Bank of Scotland Share Dealing Service and your use of the Bank of Scotland Share Dealing Service for your SIPP is at your sole risk. We do not warrant that the Bank of Scotland Share Dealing Service will meet all or any of your requirements, but will endeavor to procure that Bank of Scotland Share Dealing exercise reasonable skill and care when providing the Bank of Scotland Share Dealing Service.

## 10. Instructions and Notices

- 10.1 We may act upon oral or e-mail instructions but reserve the right to refuse to act until the original written instruction is received. Any written notice or communication to us must be sent to our registered office address, details of which are set out in the contact details section at the end of these Terms. We accept e-mail as an acceptable form of communication. E-mail messages may not be secure and may be intercepted by third parties, so we recommend that you send us confidential information by registered delivery post. If you want us to give something urgent attention, you should in the first instance contact us by telephone.
- 10.2 In consideration of our agreeing to act on oral or e-mail, instructions you agree to exercise reasonable security measures in submitting these instructions and to follow up with formal written instructions if requested to do so. You agree to reimburse us for any liabilities, losses, costs, (including legal fees), charges and expenses we suffer or incur as a result of acting on instructions received by telephone or email. We agree to exercise reasonable security measures if we accept such instructions.
- 10.3 We will send communications to you at the permanent postal or e-mail address or telephone number you gave on your Application Form or to any other postal or e-mail address or telephone number that you have subsequently given us in writing.
- 10.4 Any notice that we give you in accordance with these Terms will be effective:
- a. if sent by email, upon transmission;
  - b. if sent by post, on the second Business Day after posting.

## 11. General Matters

- 11.1 Our services are subject to legislation and regulation in the UK and are therefore primarily marketed and targeted at consumers in the UK.
- 11.2 We may engage Third Party Suppliers or Associates to provide the Pension Services. We will exercise reasonable skill and care when selecting, monitoring and periodically reviewing any Third Party Suppliers we engage, but will not otherwise be responsible for their default or other acts or omissions. The engagement by us of any Associate will not affect our liability to you under the terms of the Agreement.
- 11.3 If any of the terms included in these Terms is held by a competent authority to be unenforceable or invalid, in whole or in part, the validity of the other provisions of these Terms and the remainder of the term in question shall not be affected by such invalidity.

- 11.4 These Terms of business shall be deemed to have been made in England and Wales and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of England and Wales. However, if you are resident in Scotland or Northern Ireland you may also bring proceedings in Scotland or Northern Ireland, as applicable.
- 11.5 We record the content of incoming and outgoing calls for quality assurance, training and regulatory purposes. We reserve the right to disclose the contents of any recording to the FCA, LSE or HMRC or any other relevant regulatory body or use it in any legal, ombudsman or regulatory proceedings.

## **12. Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme which was set up to provide compensation if firms authorised by the FCA are unable to meet claims made against them. The amount of compensation available depends on the type of business and the circumstances of the claim. Further information about the compensation arrangements is available from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **13. Complaints**

- 13.1 If you wish to make a complaint in relation to the Pension Services provided by AJ Bell then please contact our Compliance Monitoring Officer in the first instance at the address given in the contact details section at the end of these Terms.
- 13.2 Further information on the complaints procedure is included in the Key Features Document.
- 13.3 If you want to make a complaint about the Bank of Scotland Share Dealing Service provided by Bank of Scotland Share Dealing then you should make your complaint in accordance with the procedure set out in the Bank of Scotland Share Dealing Service Terms & Conditions.

## **14. Benefits and death benefits nominations**

- 14.1 Details of:
- a. The range of, and how you can take Benefits from your SIPP are set out in the Key Features Document.
  - b. The benefits that may be paid following your death and how to make an expression of wishes are set out in the Key Features Document.

## **15. Termination**

- 15.1 We or you may terminate your SIPP and your membership of the Scheme in accordance with the Scheme Rules and HMRC requirements.
- 15.2 We are entitled to terminate or suspend your authority to act as our agent for the purpose of giving investment instructions directly to Bank of Scotland Share Dealing for your SIPP at any time by giving you at least 30 days' notice. We will not exercise this right unreasonably.
- 15.3 If we terminate, or suspend your authority to act as our agent for the purpose of giving investment instructions directly to Bank of Scotland Share Dealing, we reserve the right to instruct Bank of Scotland Share Dealing to sell the investments held in your SIPP and to transfer the proceeds to us so that we can hold them in cash until you give us instructions for the Transfer of your SIPP to another registered pension scheme.
- 15.4 If our agreement with Bank of Scotland Share Dealing in relation to the provision of the Bank of Scotland Share Dealing SIPP terminates or Bank of Scotland Share Dealing terminate the provision of the Bank of Scotland Share Dealing for your SIPP, we and/or Bank of Scotland Share Dealing will write to you to inform you of your options.
- 15.5 If you instruct us to make a Transfer from your SIPP to another pension scheme, the Transfer must always be made directly to the trustees or administrators of the receiving pension scheme.
- 15.6 These Terms, as amended from time to time, will continue to apply until your membership of the Scheme is terminated. You will remain responsible for the payment of all SIPP Charges and the Share Dealing Charges or fees due up to the date of termination. Termination will be without prejudice to the completion of transactions already initiated by, or with, Bank of Scotland Share Dealing on behalf of your SIPP. Termination will not affect any rights which we or you have accrued prior to termination or any outstanding obligations.

## 16. Third party rights

- 16.1 Save as is specifically provided in clause 16.2, nothing in this Agreement expressly or impliedly confers on any third party any right to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.2 This Agreement is enforceable by us, our Associates and you.

### Contact details

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