

Share Dealing

# Lloyds TSB Share Dealing Nominee and ISA service.

Your Terms and Conditions from 17 May 2010.



Lloyds TSB | for the journey...



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## Risk warnings.

- The price and value of any investments and any income from them can fluctuate and may fall. So you may get back less than the amount you invested. Past performance is not a reliable guide to future performance.
- We will not assess the suitability of investments held for you or other services provided to you under these Terms and Conditions and you do not benefit from the rules of the Financial Services Authority on assessing suitability.
- The investments and services we offer under the Service, as defined in Section 2 of the General Terms and Conditions, may not be suitable for all investors. If you have any doubts about the suitability of an investment you should seek advice from a suitably qualified professional adviser. Accepting your instructions does not mean that we approve or recommend the transaction.
- Using the Service may alter your personal tax position. You are responsible for payment of all taxes due from any transactions we carry out for you, in the United Kingdom or elsewhere. The levels and basis of taxation can change and the value to an investor of any tax benefits depends on that individual's tax position. We cannot give you tax advice and you should consult your own tax adviser about any tax consequences. Your own tax treatment will depend on your personal circumstances.
- We may enter into transactions on your behalf in investments where there is a restricted market. This might make it difficult to deal in or obtain reliable information about their value. We reserve the right to decide against entering into a transaction involving any of these types of investment.
- There is an extra risk of losing money when buying Shares in some smaller companies, including Penny Shares. There may be a significant difference between the bid and offer price of these Shares. The price may change quickly and may go down as well as up.
- The Service does not cover every investment available in the marketplace. You are entirely responsible for your own selection of any particular investment using the facilities on the Site, as defined in Section 2 of the General Terms and Conditions, and you accept that we do not provide advice or make a recommendation about investments. The search facility does not take your particular needs or circumstances into account. If you are in any doubt as to which investment to select when using the Service you should take professional advice.
- Whilst every effort is made to ensure that the news, prices, opinions and other information on the Site are accurate and complete, we cannot guarantee this. The content is subject to change without notice. The news, prices, opinions and other information provided to you through the Site are for your personal use, whether they are from Lloyds TSB or from a third party. You must not publish or retransmit that information or data.
- You must not regard either the information or any opinion expressed on the Site as an offer to buy, sell or otherwise deal in any particular investment.
- The information, advertisements and content on the Site apply to the UK and to UK residents only. None of the services offered on the Site are intended for use or distribution in other countries or jurisdictions. If you access the Site from outside the UK you are responsible for satisfying yourself that such access does not breach any local laws.
- Foreign markets will involve different risk from UK markets and in some cases the risks will be greater. In certain foreign markets there may be different settlement, legal and regulatory requirements to those applying in the UK and also different settlement and custody practices. Foreign currency-based investments are subject to fluctuations in exchange rates, which may have an adverse effect on the value, price or income of your investment. The markets may also be less well regulated and so may carry greater risk relating to dealing, settlement and custody practices.
- We may, at our absolute discretion, offer a facility to deal in some warrants and these often involve a high degree of gearing. This means that a relatively small movement in the price of the underlying security a warrant relates to may produce a disproportionately large movement in the price of the warrant, favourable or unfavourable.
- We may deal for you in Shares that may have been the subject of stabilisation, which enables the market price of a security to be maintained during the period when a new issue of securities is on public sale. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FSA allows stabilisation as it helps avoid short-term price falls when a new issue comes onto the market and buyers are still to come forward. Stabilisation is carried out by a 'stabilisation manager' (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilising manager follows a strict set of rules he is entitled to buy back securities that were previously sold to investors or allotted to institutions that have decided not to keep them. This may keep the price at a higher level than it would otherwise be during the period of stabilisation.
- You acknowledge and agree that your use of the Service may be restricted or limited by Applicable Regulations, as defined in Section 2 of the General Terms and Conditions.
- We may decide that, due to market conditions, we are not able to purchase or sell Shares for you within a reasonable time. In such a case, we will try to contact you for instructions. Alternatively, if the market counterparty recommends that it be given more time to complete the order, we may allow this.

# General Terms and Conditions.

## 1 Introduction.

- 1.1** Lloyds TSB Share Dealing (the Service), as defined in Section 2 of the General Terms and Conditions, is provided by Lloyds TSB Bank plc ("Lloyds TSB"). The main business of Lloyds TSB is banking. The address for correspondence in connection with the Service is Lloyds TSB Share Dealing, PO Box 4605, Aspect House, Spencer Road, Worthing, BN99 6QY. Lloyds TSB is authorised and regulated by the Financial Services Authority, under reference 119278. Our registered office is 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, number 2065.
- 1.2** These Terms and Conditions take effect as soon as we have accepted you as a customer. Please read them carefully as they set out the basis of our Service to you.
- 1.3** By registering with us and using our Service you agree to these Terms and Conditions and understand that, together with the Application Form as defined in Section 2 of the General Terms and Conditions, they form a legally binding agreement between you and us. If you have not already read the Risk Warnings at the start of this document please do so now. The Risk Warnings may change from time to time and we can send you details if you request them.
- 1.4** You will be categorised for the purposes of the rules of the Financial Services Authority as a retail client. If however you would otherwise be categorised as an eligible counterparty or a professional client, you may not necessarily have the rights and investor protections of a retail client under the FSA Rules and the Financial Services Compensation Scheme. For more information on complaints/compensation, please see Section 3 of these Terms and Conditions.

## 2 Definitions.

**Activation Code, or Address Verification Code** – If you choose your own Personal Identification Number (PIN) to use the Service, we will send you an Activation Code by post. To confirm your identity and start using the service you must log into the site using the Activation Code within 30 calendar days of issue.

**Applicable Regulations** – This definition includes any laws, rules, regulations, guidance, voluntary code or standard as most recently amended relating to the provision or use of, or access to, this Service. Applicable regulations may be imposed by law, by the FSA or any other regulatory authority or competent body, or by any telecommunications provider or major payment association.

**Application Form** – A completed application form and/or transfer form for the Lloyds TSB Share Dealing Nominee account or ISA.

**CDI** – Crest Depository Interest, a form of UK security that enables the holder to access non-UK securities.

**Certificated Service** – The Lloyds TSB Share Dealing Service for dealing in certificated shares (governed by separate Terms and Conditions).

**CREST** – The centralised system for settlement of securities in the UK and Republic of Ireland, operated by Euroclear UK & Ireland.

**Customer Services** – Lloyds TSB Share Dealing customer services, available on the helpline numbers advertised on the Site and in promotional material.

**FSA** – The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS and at [www.fsa.gov.uk](http://www.fsa.gov.uk)

**FSA Rules** – The rules in the FSA Handbook, updated from time to time.

**Funds** – Collective investment schemes in the UK or elsewhere.

**Instruction** – Your instructions to us including, but not limited to, dealing orders. Instructions may be in writing, online or through Customer Services, but not by email.

**ISA** – a Self Select Stocks and Shares Individual Savings Account as governed by the Individual Savings Account Regulations 1998, as amended or replaced.

**Lloyds TSB Share Dealing account** – The account in which we hold your cash and Shares - either a Nominee account and/or an ISA account.

**Maximum Quote Size** – The largest number of Shares that market counterparties are prepared to trade online or by telephone at their quoted price at any given time.

**Nominated Bank Account** – A sterling bank account, in your name, in the UK, Channel Islands or the Isle of Man, nominated by you to pay and receive money payable by and to you.

**Nominee** – LR Nominees Limited or any other nominee company selected by Lloyds TSB.

**OEIC** – Open Ended Investment Company - a collective investment scheme in the UK or elsewhere. Sometimes these are referred to as ICVC (Investment Company with Variable Capital).

**Personal Information** – Any information we hold about you in connection with the Service, including information from any Application Form and your use of the Service, such as details of the trades we carry out for you.

**Principal** – A person or company dealing on their own account and not on behalf of someone else.

**Rates and Charges** – The fees and charges for using the Service. Details of the rates and charges for the Service are on the Site, or are available from Customer Services.

**Risk Warnings** – Explanations of the risks you need to consider before making any investment decisions. They are at the beginning of these Terms and Conditions and on the Site, updated from time to time. Further information is available on the Financial Services Authority's website.

**Service** – Buying and selling Shares through Lloyds TSB Share Dealing and holding your investments in our Nominee.

**Shares** – Shares and investments that you can trade using the Service. Lloyds TSB is solely responsible for specifying the Shares in which you can trade using the Service and for changing the selections from time to time. Lloyds TSB may restrict the Shares available to buy or sell using the various dealing options.

**Site** – The website at [www.lloydstsbsharedealing.com](http://www.lloydstsbsharedealing.com), or any other addresses we notify you of from time to time.

**Terms and Conditions** – These General Terms and Conditions, Terms and Conditions for the Lloyds TSB Share Dealing ISA, the Application Form, our Rates and Charges, the Risk Warnings and any other document referred to in them as applicable from time to time.

**Transfer Form** – a completed transfer form for the Lloyds TSB Share Dealing Nominee account or ISA.

**We, us, our** – Lloyds TSB, our administrator, agents and any other person we may transfer this service to, in line with Section 14.

**You, your** – Singular, when applying to the person who opened a Lloyds TSB Share Dealing account under these Terms and Conditions. Also plural where appropriate, to include that account holder's attorney or agent and any joint account holders.

## 3 The service we provide.

**3.1** The Service enables you to buy and sell Shares on the Site, by telephone and if we agree, by post. We provide the Service on an execution-only basis. This means we do not give you any advice on any Shares, investments or transactions. We express no view on whether investments are ever "suitable" for you.

If you give us an order for a warrant, a convertible bond or other complex instrument we are obliged to ask you to carry out an appropriateness test. You can choose to do this online or offline. We are entitled to rely on the answers you give us and if the test proves that the investment is not appropriate for you and you instruct us to continue with the order, this is done entirely at your own risk.

**3.2** The availability of the Service depends on whether you use the Service on the Site, telephone or by post. Details of our dealing times are on the Site and available from Customer Services. We may alter our dealing times from time to time, and temporarily suspend the Service for routine system maintenance or in extreme market conditions. We are not liable for any loss you may suffer because you cannot place an order.

**3.3** If you have a complaint about the service we provide under this agreement you may complain to us or if we can not resolve your complaint, to the Financial Ombudsman Service. You can find full details of how we deal with complaints in our leaflet 'How to voice your concerns,' which we send to anyone who makes a complaint. In the first instance contact: The Service Quality Team, PO Box 4608, Worthing BN99 6NZ. We will investigate your complaint in accordance with the FSA Rules and our Complaints Handling Procedure, and advise you of your options including where we are unable to resolve your complaint to your satisfaction how to refer your complaint to the Financial Ombudsman whose address is South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**3.4** Lloyds TSB Bank plc is a member of the Financial Services Compensation Scheme (the "Scheme"), the UK's independent compensation fund of last resort for retail clients, as established under the Financial Services and Markets Act 2000 as amended from time to time. Depending on the type of business and the circumstances of your claim, you may be entitled to compensation if we are unable, or likely to be unable, to pay claims and this will usually arise where we have stopped trading or been declared in default.

The Scheme covers, for example, Individual Savings Accounts and share dealing. It covers most types of investment business for 100% of the first

£50,000 per person per firm. If you would like a leaflet with further details, please either call the Scheme's Helpline on 020 7892 7300, or log onto their website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Your Shares will be pooled with investments held for other clients. This means that your Shares will not be identified by separate certificates. Our Nominee companies are owned by us. If our Nominee defaults, we accept full responsibility for it. We will not disclaim losses arising directly from its fraud, wilful default or negligence.

**3.5** Transactions (except unit trusts and OEICs) are usually settled through CREST.

**3.6** Prior to accepting you as a client we may require you to complete certain documents and provide evidence of your identity in line with the law to prevent money laundering. If you do not provide the appropriate documents or we are not satisfied with them, we may:

- Delay accepting your application for an account;
- Refuse to accept your application for an account;
- Refuse to accept cash or stock
- Refuse to buy, sell or subscribe for Shares
- Refuse to make payments to you from your account; or
- Close your account

As a result, the price at which we then deal for you could be higher or lower than the price at the time we receive your application or instructions.

**3.7** You agree to indemnify us against all liabilities that we incur in connection with your account. However, we are responsible for any liabilities that arise as a direct result of our fraud, negligence, knowing default or breach of the Financial Services and Markets Act 2000 or the FSA Rules or of these Terms and Conditions which can be amended from time to time.

## 4 Your responsibilities.

**4.1** You must complete all the mandatory sections on our Application Form. If you do not do this, it will delay your application. You must be aged 18 or over and resident in the UK, Channel Islands or the Isle of Man to use the Service and you must tell us immediately if this changes. For an ISA you must be resident and ordinarily resident in the UK, not including the Isle of Man or the Channel Islands. We are not responsible for any loss or damage you suffer as a result of not telling us of a change in your address.

**4.2** Before you begin using the Service it is important that you consider each of the following statements below. You should only continue to operate your account if they are all correct on the date that you open your account and on the date of each transaction.

By agreeing to these Terms and Conditions you agree and confirm to us that:

- we have not made and you are not relying on, any statements, representations, promises or undertakings whatsoever that are not detailed on the Site or in any accompanying brochure;
- you will promptly send us copies of any documents that we reasonably require;
- you will not use the Service or the Site for any purpose that is unlawful, abusive, libellous, obscene or threatening;
- you will ensure that all assets deposited with us are free of any mortgage or anything else that might stop you freely dealing with the assets; and
- while this agreement remains in force, you will not yourself mortgage or pledge or charge or otherwise deal with any part of your account, nor will you authorise or instruct anyone else to do so.

**4.3** You accept full responsibility for monitoring your account and agree to notify us immediately if you become aware:

- of the loss, theft or unauthorised use of your Activation Code, Personal Identification Number (PIN) or account number;
- that you have not received a message from us indicating that an Instruction was received and/or executed;
- that you have not received an accurate contract note in respect of a transaction;
- of receiving a contract note or confirmation of an Instruction that you did not place; or
- of any inaccurate information in your account balances, list of assets held, transaction history or personal data.

**4.4** When you open a Lloyds TSB Share Dealing account we will issue you with an account number and a separate PIN and/or Activation Code. Together they give you access to your account, both at the Site and by telephone. We only issue a PIN and/or Activation Code to the first-named account holder for their personal use. So anyone appointed as an attorney, agent or joint account holder can only access the account by telephone or post. You can log in and trade in your account straightaway, but we limit the account to

£9,500 until you confirm your Activation Code. If you do not confirm the code within 30 calendar days of opening your account, the account is locked until you do provide the code. Your account is liable for account charges while it is locked.

**4.5** You acknowledge and agree that when using the Service:

- you and any joint account holders are the exclusive owner(s) of any account number allocated to you;
- you are responsible for the confidentiality, safeguarding and use of your account number, Activation Code (if applicable) and PIN (if applicable); and
- we may rely on all orders and secure message Instructions that come to us with your account number, Activation Code and PIN, and you accept any agreement entered into or expense incurred on your behalf when we rely on such orders and secure message Instructions.

**4.6** You may hold only one Lloyds TSB Share Dealing account. If you hold more than one, they may, at our discretion, be merged into a single account.

**4.7** The content published on the Site or in any communications is our property or the property of our licensors and is protected by copyright and other intellectual property laws. You may display, reformat and print it for your personal, non-commercial use only. You may not reproduce, retransmit or distribute the content of the Site to anyone without our written consent (or the written consent of the relevant licensor). In particular you may not post any content from this Site to newsgroups, mail lists or electronic bulletin boards without our written consent (or the written consent of the relevant licensor).

## 5 Agents and joint holders.

**5.1** You may appoint one person at a time as an attorney or an agent to act on your behalf, as long as they submit to the same identification procedures that apply to you. You and your attorney or agent must complete and send us the relevant third party authorisation form, by post. You can get the form from the Site or from Customer Services.

**5.2** Your attorney or agent is deemed to have read and accepted these Terms and Conditions and agreed to be bound by them. We are not liable for any loss you may suffer as a result of instructions your attorney or agent gives us or orders they place with us, except where we have been negligent, fraudulent or where we are in wilful default of these Terms and Conditions.

**5.3** We process and verify your personal data and the personal data of any attorney or agent, in accordance with Section 9 of these Terms and Conditions and subject always to the Data Protection Act 1998 as amended from time to time. If we cannot verify the information relating to you, your attorney or agent we will ask you for additional information to verify your or their identity. If we cannot verify your identity you cannot use the Service. If we cannot verify the identity of your attorney or agent we will only accept your personal instructions.

**5.4** An attorney can exercise all the rights of the customer as set out in the power of attorney, once we have received and accepted the original power of attorney document.

**5.5** An agent who is not an attorney can exercise all the rights of the customer to buy and sell Shares, but cannot change the customer's address or bank details, register on behalf of a potential customer, close a customer's account or receive payments.

**5.6** A power of attorney or agency arrangement continues until you write and confirm that the arrangement is to end.

**5.7** Joint holders, agents and attorneys may deal with us by telephone or post only. The commission rates for postal and telephone transactions may differ from those we charge online.

**5.8** You may instruct us to open a Nominee account in the joint names of between two and four people. The additional account holders must submit to the same identification procedures that apply to you. You or any joint account holder applying for the Service, placing orders and/or giving instructions are deemed to have read and accepted these Terms and Conditions and agreed to be bound by them. In this case there are some important points to remember.

(a) Each of you is jointly and severally liable for complying with the Terms and Conditions. If any one of you fails to comply with these Terms and Conditions we can take action against any of you individually or all of you together. For example, we can take action to recover the whole or part of any debt from any one or more joint holders.

(b) We may give any information about your Nominee account to any of you. Each of you agrees that we can act on any information that you may give us from time to time, as long as we treat such information in accordance with Section 9 of these Terms and Conditions.

- (c) We must have a letter signed by all of you, to put your Nominee assets into the name of only one holder or to close your account.
- (d) If one of the joint holders dies we are entitled to treat the survivor(s) as solely entitled to all assets held in your Nominee account and may act on their instructions.
- (e) We will write to all joint holders to confirm the opening of a joint Nominee account. Except for any specific situations already mentioned, a notice or report we send to one of you counts as a notice to you all.
- (f) We may close your joint account and stop providing the Service if any of you notifies us by post that the joint account can no longer be operated by one of you alone. If any one of you notifies us by phone we will not close the account until we receive confirmation in writing.

**5.9** If your account is a joint account, any joint account holder may give us instructions in relation to the account without the others' knowledge. For the protection of all joint holders we may - always at our sole discretion - take steps to confirm that you all agree to any particular instruction. We are bound to do this if we receive a court order requiring us to do so. We are not liable for any loss a joint holder may suffer when we have complied with instructions from any joint holder, or responsible for any consequent delay in executing such an instruction.

## 6 Dealing.

- 6.1** When you purchase Shares we may use money from your Lloyds TSB Share Dealing account or your Nominated Bank Account to settle your transactions. You can pay money into your Lloyds TSB Share Dealing account with your Maestro or Visa Delta debit card, or any other card we choose to accept in the future. You may also use a cheque or CHAPS payment to credit your account, where we allow it.
- 6.2** Unless we agree in writing that you do not need to, you must set up and maintain a Direct Debit instruction in our favour, such obligation being a condition of this agreement. That means that if you do not comply with this obligation we may suspend the Service until you have complied with this obligation and if you continue to fail to do so we may end the Services provided to you in accordance with Section 12.7 of these Terms and Conditions
- 6.3** You may make regular contributions to your Lloyds TSB Share Dealing account. Payment dates are available on the Site or from Customer Services and we may amend them from time to time. You can set up your payment on the Site, or by calling Customer Services. We normally collect payments on the next selected payment date, or up to two working days after the selected date.
- 6.4** When you use a Nominated Bank Account to settle purchases (and only with a Nominated Bank Account) we give you an initial dealing limit. You must not exceed this limit, although you may write and ask us to increase it. We may ask for further information from you before deciding whether to raise your dealing limit, and we have the right to review and restrict it at any time without notice. We may delay dealing or refuse to deal where any Instruction from you results, or could result, in your dealing limit being exceeded taking into account any charges and commission.
- 6.5** If you wish to place a deal that exceeds the available balance in the account, you cannot combine the money in your Lloyds TSB Share Dealing account with any dealing limit we have applied to your Nominated Bank Account. You may need to place separate transactions for the total sum of the deal, and these will be subject to separate commissions and charges.
- 6.6** Before we deal on your behalf we make sure that you have the money available. That means we may need to:
  - ask for funds to settle a purchase;
  - select a later settlement date;
  - ask Lloyds TSB Bank plc (if your Nominated Bank Account is with us) to reserve enough money in your account to meet your liability on the day of settlement.

### Best Interests Policy

**6.7** Your order will be transmitted by us to Société Générale Securities Services for onwards transmission to the executing broker it has selected, following criteria of Best Execution as set out by the FSA Rules. This entity has been selected by us because it has demonstrated that it has policies, procedures and the integrated electronic solution that enables it to deliver the best possible result for you, given the types of order and the market conditions involved. In particular, its executing broker will treat price and costs (total consideration) as the most important factors when dealing with or executing your order, although it may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant

considerations. Your order will normally be executed on a regulated market but other execution venues (including off-exchange dealers) may be chosen where this is advantageous. We will periodically monitor Société Générale Securities Services execution performance and periodically review our internal arrangements and policies for dealing with client orders with a view to achieving the best possible result for you. Further information about our Order Handling Policy including criteria of monitoring for Best Execution is available on request.

**6.8** We only accept orders to purchase Shares if:

- where you are using your Lloyds TSB Share Dealing account, your cleared balance is enough to complete the transaction, or
- you use a Nominated Bank Account and you are within your dealing limit, or
- after allowing for any earmarked funds including unsettled trades, you have sufficient funds in your Lloyds TSB Share Dealing account or your Nominated Bank Account to cover the cost of the order, or
- you are due to receive proceeds of a recent sale through us before the purchase has to be paid for, and you authorise us to use this money for your purchase.

**6.9** We normally only accept orders to sell Shares you hold in your Lloyds TSB Share Dealing account. If you want to use the Service to sell Shares registered with another nominee, we must first transfer them to our Nominee. If you want to do this, Customer Services will explain the procedure. If you wish to sell Shares which you hold in certificated form you must either transfer the holdings into your account or sell them using our Certificated Service. You may have to register for this service separately, and agree to different Terms and Conditions and Rates and Charges.

- 6.10** (a) If for any reason there is not enough money available to settle a purchase, we reserve the right to close out or reverse the transaction, or take any other action we consider necessary to limit our loss. If this happens you are liable for all costs, losses or expenses that we incur in purchasing, closing out, reversing a transaction or taking other reasonable action. This includes but is not limited to, interest due on late payments. You will find details of the interest rate in our Rates and Charges.
- (b) We may agree that transactions made from your Nominated Bank Account and within your dealing limit may be settled up to 10 calendar days after the date of the trade. You may request extended settlement by telephone at the time of placing the Instruction, however, we do not guarantee that we will agree.

**6.11** We reserve the right to refuse to accept an order from you at any time, in any circumstances.

**6.12** Once we have given you a quote for an immediate trade at the Site or by telephone, you have only a few seconds to accept the quote. You will be told at the time how long you have, and once that time has passed you will need a further quote to place an order.

**6.13** Subject to paragraph 5.9, when you give us an Instruction we will act on it without asking for further confirmation. For your protection we may take steps to check whether you have authorised an Instruction, although we are not bound to do so.

**6.14** If we accept your Instruction we do everything we can to carry it out. However, as long as we have acted reasonably, we are not liable for any loss or expense you incur if we cannot do so for any reason or if there is a delay in implementing your Instruction as a result of:

- changes in market conditions before we effect the transaction;
- our taking steps to check your authorisation of an Instruction;
- our taking steps to ensure that money is available for settlement;
- compliance with internal procedures and money laundering legislation;
- a delay in receiving cleared funds;
- considering or dealing with any special request you have made;
- placing a deal which exceeds the Maximum Quote Size; or
- any other good reason.

**6.15** If you wish to trade more than the Maximum Quote Size permitted, we may, at our discretion, execute the transaction. We may apply limits to the size of orders for particular kinds of Shares. These may arise because of limits imposed on us by market counterparties or because of our own rules about the size of orders we deal with. We give you details when you place an order to which there is a limit, or as soon as possible afterwards.

**6.16** Following the sale or purchase of Shares through us we will send you (or the first-named holder if there are joint account holders) a contract note by secure electronic message containing full details of any transaction no later than the first working day after we receive a confirmation that this has been

carried out from the entity used by us to carry out the transaction. We may also post contract notes if you request it, or if the FSA Rules require it. We only send contract notes to joint holders other than the first named one where this has been requested. You cannot assume that any order placed through the Service has been executed until you have received a contract note, or we have confirmed the deal to you. It is your responsibility to check that the information on the contract note is correct and, if it is not, to notify us as soon as possible. You should keep the contract note for tax purposes. We keep a copy of your contract note for five years and can supply a duplicate copy for a fee (details are in our Rates and Charges).

- 6.17** You may trade in UK or Irish Shares and certain CDIs using the Service, subject to paragraph 6.25. If you wish to trade in CDIs relating to US securities, you must first complete a W-8BEN form. This is required under US tax regulations and you can obtain it from the Site or from Customer Services.
- 6.18** Your order may be aggregated with orders from others and this may result in a more, or less, favourable price than if your transaction had been made on its own. Orders may be executed in separate transactions and on different days, if need be. If these transactions have different prices, we will calculate an average price for all of them.
- 6.19** All exchange transactions are subject to the rules, regulations, customs and market practice of the relevant investment exchange on which the transaction is dealt. Both we and any entity engaged on your behalf as contemplated by these Terms and Conditions may take all such steps as may be required or permitted by such laws, rules, regulations, customs and/or market practice. All Applicable Regulations are binding on you.
- 6.20** Unless otherwise expressly stated in these Terms and Conditions, once we have accepted your order you cannot withdraw, amend or cancel it.
- 6.21** We reserve the right to cancel a transaction without notice if we believe there is sufficient justification. This may include, but is not limited to:
- a request to do so by the relevant exchange or market;
  - where we believe it is necessary to maintain an orderly market; or
  - where you execute multiple trades in the same Shares within a short space of time and the aggregate size exceeds the Maximum Quote Size.

We are not liable for any loss or expense you incur as a result of the cancellation of a transaction in such circumstances.

- 6.22** Unless otherwise expressly stated in these Terms and Conditions, if we receive an Instruction through the post by 10am this will normally be executed the same day. If we receive it after 10am or if the relevant exchange is closed, we execute the transaction on the next trading day. Once you have sent your Instruction to us through the post it cannot be cancelled.
- 6.23** We may deal for you in Shares that have been the subject of stabilisation. There is information on Stabilisation in the Risk Warnings at the beginning of these Terms and Conditions.
- 6.24** We do not apply credit or debit interest on money passing temporarily through share settlement or dividend collection accounts.
- 6.25** You confirm that when you use the Service:
- (a) you will not instruct us to carry out any 'short sales' of Shares (that is, broadly, selling investments you do not own, except for settlement differences);
  - (b) you will not submit orders to us if you are insolvent or bankrupt;
  - (c) you will not enter into a transaction or transactions or take any other action which might create a false impression of the value or demand for Shares (including effecting artificial deals or creating false prices) or which might result in any other form of market manipulation;
  - (d) you will co-operate with us and promptly supply information in connection with the enquiry, if you enter into a transaction which is the subject of any enquiry or cancellation by a regulatory authority;
  - (e) you will not instruct us to carry out transactions in respect of any Shares where you are the issuer or an affiliate of the issuer of these Shares;
  - (f) if you place an order for the sale or transfer of any securities subject to Rule 144 or 145(d) of the US Securities Act of 1933, or any other rule relating to restricted or controlled securities, you will inform us of the status of such Shares and provide us with the necessary documents (including legal opinions if so requested by us) to satisfy the legal transfer requirements.

If we believe that you have not complied with any or all of these provisions, we may refuse or cancel that transaction.

- 6.26** We will not administer your account if you become a US person and will give you notice that your account must be closed or transferred. "US person" here means any citizen or resident of the USA, including the estate of any such person, or any corporation, partnership or other body created in or

organised under the laws of the USA, or any political subdivision of either country, or any estate or trust whose income, regardless of its source, is subject to US federal income tax.

References here to the USA include their territories, possessions and all areas subject to their jurisdiction.

#### Limit Orders or Stop Orders

- 6.27** We may accept your limit orders or stop loss orders, for certain Shares and certain markets. (For details of which Shares and markets please contact Customer Services.) These orders are where you place limits on the price you are prepared to accept for a deal, as long as the order is above any minimum level we set from time to time. Any such order is valid for a period we set, from the date we receive it. We use reasonable endeavours to execute your limit order if the price reaches the limit, but cannot guarantee to deal at your given price in volatile or fast moving markets.

We will publish the order (but not your personal details) to the market unless you instruct us otherwise.

- 6.28** If you decide to place a limit order or a stop order with us you accept that:

- you place stop and limit orders at your own risk;
- you should review these orders regularly; and
- we do not guarantee that limit orders or stop orders will be executed even if the price you set is met. This could be the result of:
  - (i) market conditions at the time, such as a "fast market" where the market is so volatile that prices quoted are only indicative, not guaranteed;
  - (ii) other clients having placed similar orders to yours before you did, in which case we execute their order before yours; or
  - (iii) other factors which are outside our control, in which case if your set price is reached and the order tries to execute but fails (for whatever reason), the order will be cancelled.

- 6.29** When working out how much is available in your account for purchases which are not limit orders or stop orders, we ignore all limit buy orders and stop buy orders. This may mean that we do not carry out limit buy orders and stop buy orders if you do not have enough in your account at the time. We only execute limit orders and stop orders on purchases if:

- you have enough available cash in your Lloyds TSB Share Dealing account; or
- you are within your dealing limit; or
- you are due to receive proceeds from a sale on the same day, and we can use this money for the purchase.

We only accept limit sell orders and stop sell orders on sales of Shares held in your Lloyds TSB Share Dealing account.

- 6.30** There are other factors affecting our execution of limit orders and stop orders which are set out below:

- If your limit order or stop order is at or above the Maximum Quote Size it is not executed automatically (even partially) when the set price is matched by the market price. Where possible, we use our reasonable endeavours to execute such orders manually.
- Markets can be volatile, particularly at beginning of the trading day or for illiquid stocks. We try to prevent limit orders and stop orders from executing if the best bid and offer spread (the difference between the bid price you would get if you sold Shares and the offer price you would pay if you bought Shares) exceeds a certain percentage. This percentage can vary between 2% and 20% depending on the unit price of the Shares. It may be higher for low-priced Shares than for higher-priced ones. We endeavour to:
  - continue to monitor the order until it meets all trade execution criteria or until it expires;
  - provide protection from extreme 'spike' prices by ensuring that the price persists for a minimum length of time or forms part of a trend, before trying to execute a stop order based on that price; and
  - prevent stop orders from executing in the first 10 minutes of market trading.
- If a corporate action affects the Share price, we endeavour to delete any open limit orders or stop orders in the Shares. However, it remains your responsibility to ensure that limit orders and stop orders remain valid in prevailing market conditions.
- Stop loss and stop buy orders are designed to trigger a sale or purchase when the price of Shares falls below or rises above a specified level respectively. There are factors that may widen the bid-offer spread of Shares to an abnormal level and cause your stop order to execute. However, these abnormal prices are the prevailing best prices for those Shares at that time.

- We do not guarantee that stop orders will be executed. They are executed only if the price reaches the predetermined level. Price movements are not always precise so when placing an order we invite you to set a band of between 1% and 10% of your chosen stop price. In the case of stop loss orders, if the price of the Shares you are selling falls to a level within the band, it triggers the stop loss order to execute. With stop buy orders, if the price of the Shares you are buying rises to a level within the band, it triggers the stop buy order to execute. However, if the price of the Shares goes through and past the band the stop order is not executed, as there is no match between your stop price and prices in the band.
- If the system underlying the Service is not running, limit and stop orders that are placed are not always executed. For limit and stop orders already in the system, we try to execute the order at the earliest opportunity if the criteria for the order are still within the limit when the system comes back online. If they are not within the limit, they are not executed until they do match.

## 7 OEICs, unit trusts and funds.

- 7.1** When you place a Fund order for a unit trust or OEIC with us, we give you an estimated price for the transaction. If you confirm the order you are bound to deal at the next available price and you cannot cancel the order. We explain the next available price below.
- 7.2** Most unit trusts and OEICs operate 'forward pricing'. This is calculated on the value of the Fund at the next valuation point. If you want us to deal on an order at the price calculated at that valuation point on a particular day, you must confirm your order as early as possible before the relevant valuation point and certainly not later than the time the valuation is made. This enables us to contact the relevant fund manager in good time. This forward pricing means that your deal is not necessarily at the 'historic' published price. We set out the details of the actual price in the contract note.
- 7.3** With unit trusts and OEICs where a discount is obtainable, we rebate any front-end commission received from the fund managers to you as an additional allocation of units or Shares. You can find the amount of any front-end loading as a percentage on your contract note.
- 7.4** We settle transactions directly with the relevant fund manager or through a third party provider, which may include an associate company or subsidiary of the Lloyds Banking Group. We aim to effect settlement promptly, but in the case of unit trusts and other collective investment schemes we are governed by the timetable for settlement that the scheme manager sets from time to time.
- 7.5** Holdings of unit trusts and OEICs that have been transferred into your Lloyds TSB Share Dealing account but are not on our selected list may be traded only by telephone and in some cases cannot be traded at all.

## 8 Communications.

- 8.1** The language of any contract between you and us is English, and communications from us will be in English.
- 8.2** We may rely on any communication in any form which we reasonably believe to have been made by you or on your behalf.
- 8.3** Unless stated otherwise in these Terms and Conditions, you may give us Instructions by post, online, at the Site, or by telephone through Customer Services. We do not accept email Instructions.
- 8.4** Unless stated otherwise in these Terms and Conditions, all communications we send you:
- (a) by post will be deemed received by you two days after posting;
- (b) by fax or email will be deemed to be received immediately on sending; or
- (c) by secure electronic message will be deemed to be received as soon as we have sent it to the secure mailbox within the Site.
- We are not obliged to seek any confirmation from you that you have received it, and we are not liable to you for any delay or failure of delivery (for whatever reason) that was not our fault.
- 8.5** For accounts in the names of joint holders, we send all communications to the first-named holder of the account only, unless the first-named holder asks for them to be sent to all joint holders. We send any such communication by post.
- 8.6** Communications you send us are deemed to be received only once we have actually received them.
- 8.7** It is your responsibility to check your secure electronic messages from time to time. After 90 calendar days we reserve the right to delete any such messages, and we are not liable for anything that results from doing so.

- 8.8** We may agree to a request to send some communications to your mobile phone as SMS text messages. This is not a standard part of the Service and we are not liable for any delay or failure of delivery of communication, or inaccuracy of information.

- 8.9** We normally send all cheques and share certificates by ordinary first class post. Items such as identity documents you send us for verification are returned to you by ordinary second class post. We send them all to your last known address, at your risk.

## 9 Your personal data and Lloyds Banking Group\*.

\*The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com).

- 9.1** You agree that we may keep the personal details that you or others give us during your relationship with us on a Lloyds Banking Group database. These details may include:
- information that you or your agents give us on application forms, in letters, via electronic messages or over the phone;
  - what we know from providing you with this Service and analysing the transactions you carry out through us; and
  - information that comes to us from credit reference and fraud detection agencies or services, and registration or stock broking industry exchanges.
- 9.2** We may store, use and process your personal information in order to:
- assess your application to participate in this Service;
  - provide you with services;
  - identify other products and services that might be suitable for you;
  - keep our records about you up to date;
  - check your identity;
  - prevent and detect fraud and/or money laundering;
  - recover debts; and
  - carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.
- 9.3** We may contact you about products and services available from the Lloyds Banking Group and from selected companies outside the Group which we believe may interest or benefit you financially, unless you have told us that you do not want to receive this information. Other companies, including those in the Group, will not make marketing approaches to you without your consent.
- If you prefer not to receive this kind of information from us, simply let us know by calling Customer Services.
- 9.4** Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee which is currently £10. If you think any information we hold about you is inaccurate, do not hesitate to let us know so that we can correct it.
- 9.5** The information we hold about you is confidential. We will only ever disclose it outside the Lloyds Banking Group:
- at your request or with your consent;
  - in line with paragraphs 9.1, 9.2 and 9.3 above;
  - if the law requires or permits disclosure, or there is a duty to the public to reveal it;
  - if we are asked to do so by the Financial Services Authority, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas;
  - to investigate or prevent fraud or other crimes;
  - to our agents and others in connection with running accounts and other services for you; or
  - to any individual or company to whom we propose to transfer our obligations and rights in line with Section 14 of this agreement.
- 9.6** We may administer your account and provide you with some services via agencies in countries outside the European Economic Area (EEA), such as India or the USA, where data protection laws and standards differ from those in the UK. But even if we are processing your personal details outside the EEA:
- there will always be a contract in place to ensure that such information is appropriately protected; and
  - we will continue to be strictly bound by the UK's Data Protection Act 1998.

**9.7** To confirm your identity we may make searches with credit reference agencies, including electoral register information. This search may be recorded by the credit reference agencies but it will not be used by other lenders or insurer when assessing lending or insurance risks, although it may be used for debt tracing and to prevent money laundering. We may check what you have told us and share information with fraud prevention agencies. You must give us accurate information as if you give false or inaccurate data and we suspect fraud, we will record this with the fraud prevention agencies. These records may be used by us and other organisations to help make decisions about you and members of your household:

- for credit and credit related services, and to manage your accounts;
- for motor, household, credit, life and other insurance proposals or insurance claims; and
- for fraud prevention, debtor tracing, debt recovery, and to check your identity to prevent money laundering.

If you ask, we will tell you which credit reference and fraud prevention agencies we have used so you can get a copy of your details from them.

**9.8** We monitor and record telephone calls in line with the FSA Rules and in case we need to check we have carried out your instructions correctly and to help maintain our quality standards.

**9.9** Information may be gathered from your use of the Site through "cookies" to help enhance the service we provide. Cookies are blocks of text placed in files on your computer's hard drive when you visit a website which contains information to recognise repeat visitors. A cookie does not contain any personal information unless the cookie is attached to personal information collected another way, such as by means of an Application Form.

**9.10** When you enter into any agreement to which these Terms and Conditions apply, you are freely consenting to the processing and disclosure of your personal information for these purposes. You also agree that we may amend the purposes to include other uses or disclosures of personal information, as long as we notify you by post, or by a secure electronic message on the Site.

## 10 Beneficial holdings.

### Client Investments

**10.1** You can view details of the Shares and cash in your Lloyds TSB Share Dealing account in the secure section of the Site at any time. In accordance with FSA Rules we send you a statement every six months listing the Shares and cash balance in your account, with a valuation of the Shares and other required information. Statements are based on transaction dates and may include transactions which have begun but not yet completed. We send these periodic statements by post or secure message to the individual holder, or the first-named holder, and we also send them to joint holders or agents if the first-named holder requests it.

**10.2** You can also request a valuation of your account, by post at any time. The cost of preparing and sending you additional valuations is in our Rates and Charges and will be collected from your Lloyds TSB Share Dealing account or your Nominated Bank Account if you would prefer. If there are not enough available funds in the account to cover the cost of an additional valuation, we are not obliged to send one to you. We reserve the right to set off the cost of the additional valuation in accordance with Section 10.22 to 10.24.

**10.3** If it is relevant we will post to you a consolidated tax certificate in respect of your dividends and interest, after the end of the tax year. In the case of joint holders, we send the certificate to the first-named holder on the account.

**10.4** We hold Shares bought through the Service or transferred to us in trust, in the name of a Nominee we appoint or control. We hold them as part of an unallocated pool and Shares in the pool are not identifiable as belonging to any individual client. So if the Nominee defaults and there is a shortfall which cannot be reconciled, you and other account holders may share proportionately in that shortfall. Although we accept responsibility for the obligations of our Nominee as for our own acts, this does not extend to other custodians we appoint, unless any loss is a direct result of our fraud, wilful default or negligence.

**10.5** Documents of title to foreign investments are normally held by a custodian who is not a member of the Lloyds Banking Group. The investments are registered in the name of that custodian or a sub-custodian or nominee. Where foreign investments are held through CDI it is the Depositary Interests that are held by our Nominee.

**10.6** You agree that any foreign investment or money may be subject to a lien, right of set-off or other security interest or similar rights in favour of any

custodian, sub-custodian, nominee or agent appointed by us (or the sub-custodian, nominee or agent of any custodian appointed by us) in accordance with the agreement relating to the administration and safekeeping of such foreign investments or money or of any depository or settlement system.

**10.7** In the unlikely event of the custodian for foreign investments becoming insolvent, to the extent such investments are fully paid for, they should not be subject to the insolvency and should be fully recoverable. Clients' foreign investments are also segregated by the custodian from their own investments and it generally separates each client's investments from those of other clients.

**10.8** Our nominee companies, in whose name investments may be registered, are not trading companies and as such they should incur no liabilities. This means our nominees should not be at risk of insolvency at any time. However, in the unlikely event of any of our nominee companies becoming insolvent, clients' investments should be unaffected and should not be subject to the insolvency.

**10.9** We accept responsibility for our own safe custody obligations and those of any custodian which is a member of the Lloyds Banking Group. We exercise reasonable care in selecting and supervising other custodians, but beyond that do not accept responsibility for any default by them in the performance of their obligations.

**10.10** You remain the beneficial owner of your Shares but you may lose any shareholder incentive and voting rights attached to your Shares when they transfer to a nominee company. Our Nominee has no responsibility to vote and cannot exercise shareholder voting rights unless you have given specific instructions on how to vote on your behalf. Without your Instruction neither we nor our Nominee will accept a take-over offer or offer for your Shares, unless they are compulsorily acquired. We will accept any compulsory purchase notices concerning your Shares on your behalf. If there is more than one option, we will accept the default option. If we accept a cash option we will not be liable for any resulting tax or other financial liability.

**10.11** We shall not become involved or have any responsibility for any shareholder action in respect of any Shares registered in the name of the Nominee. If we find out about any such action that affects your Shares we may, at our discretion, inform you of it.

**10.12** If there are compulsory capital events such as cash dividends, conversions and consolidations, we will notify you of these changes and adjust your relevant Lloyds TSB Share Dealing account with the resulting cash or Shares.

**10.13** If there is an optional capital event relating to your Shares, we will use reasonable endeavours to let you know and obtain your Instructions. We are not, though, responsible for any losses that arise if the notification does not reach you, or because we could not carry out your Instructions as a result of circumstances beyond our control. If we do not receive Instructions by the deadline we proceed in the way notified to you at the time.

**10.14** As long as we receive your Instructions by the deadline we notified to you at the time, before the payment deadline or stock delivery deadline, we take all reasonable steps to carry out your Instructions.

**10.15** If we are in the process of transferring the Shares into our Nominee and a corporate action or company restructuring is pending, we may not be able to complete the transfer and are not liable for the fact we cannot do so. If we become aware of any corporate action in relation to the Shares, we may cancel your Instruction, in which case we will notify you that we have done so.

**10.16** Restrictions on the transfer and redemption of loan notes and other debentures may mean that we cannot transfer or redeem all or part of your holding, if there is a capital event and at some other times.

**10.17** Because of the collective way we hold your investments, when Shares are tendered in a special sale offer you may receive restricted or scaled-down allocations. If this happens we allocate the entitlement we receive among the customers concerned on a fair and equitable basis, pro rata to the size of their individual holdings.

**10.18** Where a company offers shareholders the opportunity to receive dividends in the form of Shares (scrip) rather than cash, we do not choose the scrip option unless you specifically instruct us to do so. You may instruct us to take this option with some or all of the Shares in your Lloyds TSB Share Dealing account. Once you have instructed us to choose the scrip option in respect of a particular holding that Instruction applies to all Shares in that holding that you own now or acquire in the future.

**10.19** As soon as is practicable after we receive payment, we pay dividends, interest and other cash from your investments into either your relevant

Lloyds TSB Share Dealing account, or your Nominated Bank Account if that is your Instruction. We are not responsible for losses caused by the default of others, including unpaid or late dividends and interest payments. We convert any sums we receive in a foreign currency into sterling at the ruling exchange rate. We are not responsible for the effect of exchange rate movements between the date the payment becomes due and its receipt and conversion into sterling.

- 10.20** We calculate your entitlement to Shares arising on a corporate action to the nearest whole share, rounded down, and this may leave unallocated fractions of Shares. Normally these fractions are of insignificant value. We deal with these fractions in a way that we consider is as near as possible to what would have happened if each of the customers concerned had a separate registered holding. Subject to this, we may add any remaining fractions together, sell them and keep the proceeds to set against our operating expenses.
- 10.21** If you sell or transfer a share "cum dividend", "cum rights", "cum bonus" or with another entitlement, the dividend or other benefit goes to the buyer. If we receive the benefit we retain it for payment to the purchaser. If you receive it you must contact us immediately to arrange to pay it over to us or to the purchaser. Where a benefit is due from you in respect of a cum dividend, cum rights, cum bonus or other entitlement, you must deliver this benefit to us within the time we specify. If you do not do so you are liable to pay or to reimburse us for any costs, charges, stamp duty and settlement fines or penalties imposed by CREST, the London Stock Exchange, or any relevant clearing house, market governing body or company. These costs are associated with the repurchase of Shares due from you, to settle our claim with the purchaser. The purchaser may instigate the repurchase of Shares to settle an outstanding claim, so the timing may be at their discretion, at any time after the settlement date of the claim.
- 10.22** If you wish to receive annual reports and accounts, attend company annual or extraordinary general meetings, or exercise voting rights in respect of Shares held in your account, you need to contact us and make a separate request for each event.

#### **Cash Balances**

- 10.23** We pay all cash balances, including cash from the sale of Shares or paid on your Shares, into an account with Lloyds TSB Bank plc. As we hold this money as banker and not as trustee, it is not treated as client money under the FSA's client money rules.
- 10.24** We pay interest, quarterly on money that is not needed to settle a purchase. We calculate this interest daily and pay it to you in line with our Rates and Charges and any Applicable Regulations.

#### **Charge, Right of Set-Off and Combination of Accounts**

- 10.25** All of your Shares and any money held in your Lloyds TSB Share Dealing account and/or any ISA Account from time to time are subject to a general charge (security interest) in our favour to cover any outstanding amount due from you to us for the provision of the Services. This means that if you fail, within a reasonable time period, to pay any outstanding sums due from you to us in full we will keep and/or sell any or all of your Shares or money held in your Lloyds TSB Share Dealing account and any ISA account in order to pay off any outstanding balance due from you to us. You may lose part or all of your Shares or money held in your Lloyds TSB Share Dealing account and any ISA account if you fail to pay any outstanding sums due to us.
- 10.26** If you default in paying any amount by the due date, we are entitled to collect the amount in question from your Lloyds TSB Share Dealing account or your Nominated Bank Account, on that date.
- 10.27** If you default in paying any amount by the due date, we have the right at any time to debit and/or combine and/or consolidate all or any of your Lloyds TSB Share Dealing accounts and any bank accounts you have with Lloyds TSB, or any associated company in such a reasonable manner as we may determine. If any account contains a deposit that has not matured, we may break the deposit for this purpose. If the accounts are in different currencies we may convert the balance on one account into the currency of another account.
- 10.28** You authorise us to apply any cleared funds that we hold or may be held for you under any other account you may have with Lloyds TSB or any associated company towards settling the total amount owed by you on your Lloyds TSB Share Dealing accounts. Any shortfall will still be due from you.

## **11 Charges.**

- 11.1** The commission and charges you pay under these Terms and Conditions

are set out in our Rates and Charges. We may change them from time to time and you can see them on the Site or request a copy from Customer Services. You must also pay any applicable taxes, duties, and other transaction costs due on your transactions. When we calculate our charges we round up fractions of a penny to the nearest penny. We may charge separately if we supply any extra services outside those specified in this agreement or in our Rates and Charges. We will tell you about the charges before we supply you with any extra services.

- 11.2** If you deal on the telephone, by choice or because the Shares cannot be dealt online, telephone rates apply. We will give you the details at the time of dealing.
- 11.3** In the first instance we will collect fees and charges due to us by debiting your Nominated Bank Account if you have asked us to do so and there is enough available cleared funds in the account. We may deduct any charges due to us (or agents used by us) from your Lloyds TSB Share Dealing account or your Nominated Bank Account. Charges include our quarterly fees, any value added tax and any interest due because of any late payments. Details are in our Rates and Charges.
- 11.4** We accept Direct Debit, debit card or bank transfer payments. We may also agree to accept payment by cheque or CHAPS. You must give us a Direct Debit mandate from your Nominated Bank Account, which must be with a recognised UK bank, to make Direct Debits from your bank account to settle any fees and enable you to transfer funds to and from your relevant Lloyds TSB Share Dealing account.
- 11.5** Applicable taxes are included in amounts we charge to your relevant Lloyds TSB Share Dealing account, at the same time as the sums they relate to. This only applies to taxes we are legally required to charge you, such as value added tax, and paragraph 11.6 applies to all other taxes you may be personally liable for.
- 11.6** You are at all times fully responsible for paying all other taxes due in relation to any services we carry on for or with you, or any money and Shares in your Lloyds TSB Share Dealing accounts. Depending on your circumstances you may have to pay capital gains tax on the proceeds of Shares you sell, and tax on dividends and interest you receive. Neither we nor any of our associated companies will provide you with any tax advice in respect of the Service.
- 11.7** We may send you or publish promotional codes that give you preferential rates for some or all of our services. To gain any such preferential rates you have to use the codes in the way we lay down. There are no refunds for any codes you do not use. We reserve the right to withdraw any preferential rates if you stop being eligible for them.
- 11.8** All sums due from you to us including any administration charges arising for any late or non payment which are not paid on the due date may from the date upon which the sums become outstanding up until payment in full has been received, be charged interest by us, such interest will be applied on a daily basis, and at an annual rate (which may be varied by us from time to time) as set out on the Site. We reserve the right to charge compound interest and/or statutory interest on any unpaid sums due from you to us.

## **12 Ending the agreement and closing the account.**

- 12.1** There is no minimum duration to this agreement.
- 12.2** Subject to Section 5.8(f) you can close all or any of your Lloyds TSB Share Dealing accounts by giving us written notice, to take effect immediately or when you specify in the notice.
- 12.3** We will retain any cash balances of £3.00 (and where in a foreign currency as converted to pounds sterling) or less of any future aggregate balances which are due to you from dividends, interest or tax reclaims or any other such balance due after any of your Lloyds TSB Share Dealing accounts are closed by us or you and in doing so you agree to relinquish any right, interest or claim over or in such cash balances.
- 12.4** We shall carry out your instructions after making any deductions or retentions as set out in Section 11.
- 12.5** We may immediately close any of your Lloyds TSB Share Dealing accounts and end the Service if you cease to hold a UK bank account, or if your account has not held any Shares or cash for more than 12 months.
- 12.6** We may end the agreement between you and us and close your account(s) and end the Service at any time by giving you 30 calendar days' notice in writing.
- 12.7** Circumstances may arise where we will be forced to terminate your account without cause and without prior notice where:

- we reasonably suspect that you are using all or any of your accounts held by us for illegal purposes or we are required to by law or other regulations;
- if we find out that there is a disagreement about who owns or has authority to deal in the Shares held for you under this Service (including a disagreement between joint holders);
- where you have failed to perform, or we consider that you may not be reasonably able or willing to perform any of your obligations to us and you have failed to rectify such defaults within a reasonable time period. An example is where you have failed to make a payment by the settlement date notified to you by us; or
- where there has been a material adverse change in market or economic conditions as we may at our reasonable discretion decide;

We may freeze your account(s) and all or some of the Shares held for you if any of the above circumstances arise. This means that we will not allow anyone to deal with those Shares or carry out any transactions until we are satisfied that you are not using your account for illegal purposes or that any of the above circumstances or any further conditions you may be asked to meet are fulfilled to our reasonable satisfaction;

Where you fail to rectify any of the above circumstances within a reasonable time period, or we are required to terminate the agreement between you and us and close all or any of your accounts held by us or our nominees then we will:

- treat any outstanding transaction in Shares as cancelled and terminated;
  - close out, replace or reverse any such transaction in Shares, or take, or refrain from taking such other action at such times and in a manner we consider reasonably necessary or appropriate.
  - claim any outstanding amounts including any administration charges that you owe us together and interest on that amount at the rate set out in our Rates and Charges (calculated on a daily basis) from that date until payment in full has been received;
  - arrange the sale of your Shares that we hold, or instruct our nominees to do the same were you do not have sufficient funds, or you fail to settle any outstanding amounts and interest thereupon due from you to us and apply the proceeds towards settling the total amount owed by you. Any further shortfall will still be due from you. A hypothetical situation by way of example might be where we are owed £1,000 including daily interest and you pay us £500 from your Nominated Bank Account, and you have £300 of Shares in your account, leaving a shortfall of £200 including daily interest owed by you to us. In such a hypothetical situation we will deduct the £500 that you have paid us from the Nominated Bank Account before selling your Shares for £300 and then claim the remaining shortfall of £200 plus daily interest owed by you to us;
  - you authorise us to apply any cleared funds from any account you may have with Lloyds TSB or any associated company towards settling the total amount owed by you to us on your Lloyds TSB Share Dealing account. Any shortfall will still be due from you; or
  - take any further steps we reasonably believe necessary to cover, reduce or eliminate our loss or liability under or in respect to any contract, positions or commitments. An example would be that where we reasonably believe that any amount owed by you to us will not be paid we reserve the right to pass your details to a third party for debt collection purposes;
- 12.8** Ending this agreement will not affect any outstanding transactions or any rights or obligations which may already have arisen between us. We will complete any transactions in progress at the date this agreement ends as soon as practicable. Ending this agreement does not affect any rights or remedies created by these Terms and Conditions, and in particular anything contained in Section 16 of these Terms and Conditions, or any matters that arise before the date this agreement ends.
- 12.9** If any of your Lloyds TSB Share Dealing accounts are closed (by us or you) we will arrange to send you, or a nominee you have notified to us in accordance with these Terms and Conditions, any cash or Shares in your relevant account subject to Section 12.3 and 11 above. We will do this as soon as reasonably practicable.
- 12.10** We may deposit any Shares which have no beneficial value at all in an account of our choice after our agreement with you ends for whatever reason provided that we give you 30 calendar days' notice in writing of our intention to do so. If any of the Shares later regain any beneficial value, you

agree by way of this agreement to assign to us or our nominee all your beneficial right and interests in the Shares absolutely, with all other rights attached or accruing to them, on the date that the Shares regain any beneficial value to enable us or our nominee to transfer such rights and interest in the Shares to ShareGift, its successors or assignees.

## 13 Cancellation.

- 13.1** You can cancel your Lloyds TSB Share Dealing account by writing to us within 14 calendar days of receiving our notice that we have accepted your application.
- 13.2** On cancellation we transfer any Shares and/or cash from your account into your own name, where possible. We do not reimburse you for any loss on those investments, or any expenses and taxes paid out on your behalf, or for dealings in investments made at your request before cancellation. Your notice of cancellation does not cancel any orders already made to deal in Shares. The normal charges will apply to those orders.

## 14 Transferring the agreement.

- 14.1** The obligations under these Terms and Conditions are binding on you and us, and our respective successors and personal representatives. Similarly, the rights are enforceable by you and us, and our respective successors and personal representatives.
- 14.2** We may at any time transfer all or any part of our rights, benefits and/or obligations under the Terms and Conditions to any third party who is authorised by the FSA to offer the service. The transfer becomes effective and we are released from our obligations when:
- we deliver a written notice of the transfer to you by post; and
  - the third party delivers a notice to you by post, undertaking to carry out the obligations arising under these Terms and Conditions.

Remember you have a right to close your account at any time as set out in Section 12.

- 14.3** As part of transferring our rights and obligations to a third party, we may transfer all the cash and Shares in your account to the third party or its nominee, together with the information we hold about you.
- 14.4** Your rights under these Terms and Conditions are personal to you and you cannot assign them. No-one else may perform your obligations under these Terms and Conditions without our written agreement.

## 15 Our policy on conflicts of interest.

- 15.1** Lloyds TSB has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FSA rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make a gain at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.

Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.

You'll find full details of our policy concerning possible conflicts of interest on our website ([www.lloydstsbsharedealing.com](http://www.lloydstsbsharedealing.com)), or you're welcome to call and ask us for a printed copy.

At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the process explained above. Charges and Inducements

- 15.2** We may effect transactions on your behalf with product providers and other companies who pay us fees, commissions and/or provide us with other non-monetary benefits such as training, research reports, access to information terminals, hospitality, marketing materials, sales documentation, travel and accommodation expenses and other similar items. We may also pay or receive fees or commissions, or provide or receive non-monetary benefits, to or from other third parties in connection with the business that we carry on with you.

**15.3** We will not pay or accept any fee, commission or other non-monetary benefit if it is likely to impair our ability to act in your best interests. We will also follow the Applicable Regulations in checking that in certain cases the relevant fee, commission or other non-monetary benefit is designed to enhance the quality of the service that is provided to you.

**15.4** Where investment is made in collective investment schemes, as well as an initial dealing charge for purchases, which is deducted at the time of your investment, an ongoing or annual fund management charge is levied by the fund manager which may be deducted periodically or on an ad hoc basis. These ongoing or annual fund management charges will vary according to the provider, but typically will be in the region of 1.00-2.00% per annum. We may receive a proportion of these ongoing or annual management charges whilst you remain invested in the relevant collective investment scheme, typically equivalent to 0-0.75% per annum, based on the value of the fund.

**15.5** We will provide details of any other fees or commission that we may pay or receive before we do the relevant business with you. We will provide you with further details of these fees or commissions, and any other non-monetary benefits received or provided by us, on request.

## 16 Other matters.

**16.1** The relationship between you and us is as described in these Terms and Conditions. Neither that relationship, nor the Service we provide gives rise to any fiduciary, equitable or contractual duties on our part or that of any associated company, which would prevent or hinder us or them from doing business with or for you, other customers or other persons or for our or their own account.

**16.2** Neither we, nor any associated company, need to disclose to you or take into consideration any information that:

- might involve a breach of duty or confidence to another person or otherwise be unlawful, if it were disclosed or used; or
- comes to the notice of an officer, employee or agent of ours, or of an associated company, but does not come to the actual notice of the individual making the decision or recommendation or taking the step in question.

### Liability and Indemnity

**16.3** Subject to the provisions on liability in this paragraph and paragraphs 16.4 and 16.5, the provision of the Service and the Site is our responsibility. Neither we nor any of our associated companies, agents, licensors or delegates or our or their respective directors, officers or employees (each a 'Relevant Person') is liable for any losses, costs, liabilities or expenses (including, without limitation, loss of profit) that you incur in connection with:

- any agreement we enter into on your behalf; or
- these Terms and Conditions, including, without limitation:
  - any service performed under them;
  - your access to the Service in connection with any transactions; or
  - the giving of instructions to third parties in connection with any transaction entered or to be entered by you or on your behalf.

This exclusion does not apply to any Relevant Person insofar as such losses, costs, liabilities and expenses result directly from the negligence, wilful default, fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA Rules, as amended from time to time, of or by such a Relevant Person.

**16.4** Without prejudice to the generality of the above, there are some specific issues of data transmission and storage.

- While we take reasonable security precautions to safeguard data and communications, we disclaim any liability if any such data or communications is intercepted. The Internet in particular may be subject to interruption, blackout, delayed transmission and incorrect data. Neither we nor any of our associated companies or third parties working for us to provide the Service is responsible for any damages caused by line failure, unauthorised access, theft, systems failure, service interruption, computer virus and other occurrences beyond our reasonable control.
- The Internet is not a completely reliable transmission medium. Neither we nor any of our associated companies accept any liability for:
  - any losses, costs, liabilities or expenses (including, without limitation, loss of profit) which may arise directly or indirectly if you cannot access or use the Service for any reason; or

- any delay or failure in sending or receiving any instructions or notifications sent through the Service.

- The use and storage of all information about your Lloyds TSB Share Dealing account is your sole risk and responsibility. This includes your account number, Activation Code and PIN.
- You are responsible for providing and maintaining the communications equipment (including personal computers and modems) that you need to access and use the Service and for all communications services fees and charges. This is subject, however, to our having complied with the FSA Rules on business continuity in all relevant respects.

**16.5** We are not liable to you if we fail to carry out any of our obligations when the cause is beyond our reasonable control. This includes without limitation, any breakdown or failure of transmission or any computer failure or communication, postal or other strikes or similar industrial action. This is subject, however, to our having complied with the FSA Rules on business continuity in all relevant respects. Neither are we responsible for any relevant Exchange, Clearing House, market counterparty and/or broker that for any reason fails to perform its obligations.

**16.6** Our rights and remedies, powers and privileges contained in these Terms and Conditions are cumulative and in addition to any legal rights or remedies. If we decide to waive a right or remedy on one occasion, it will not stop us from exercising it on another occasion.

**16.7** We may select and employ administrators, agents, delegates and sub-contractors on any terms and for any purposes we think appropriate. The administrator of Lloyds TSB Share Dealing is currently Equiniti Financial Services Limited which is authorised and regulated by the Financial Services Authority. We reserve the right to change the administrator at any time.

**16.8** Where the Terms and Conditions create rights in favour of third parties that are our associated companies, then we are entering into the Terms and Conditions as trustee for those third parties as well as on our own behalf. Subject to anything earlier in this paragraph, a person who is not a party to these Terms and Conditions may not enforce their terms under the Contracts (Rights of Third Parties) Act 1999. If any section, sub-section or sentence of the Terms and Conditions is void, voidable or unenforceable, it does not affect the operation of any other section, sub-section or sentence of the Terms and Conditions.

**16.9** You and your attorney or agent (if you appoint one) agree to indemnify us and our respective associated companies, agents and delegates and our and their respective directors, officers and employees (each an 'Indemnified Person') against all losses, costs, liabilities or expenses (including, without limitation, loss of profit) incurred by us or them in connection with:

- any agreement which we enter into on your behalf; and
- your agreement under these Terms and Conditions, including without limitation:
  - any service performed under them;
  - your access to the Service; or
  - the giving of instructions to third parties in connection with any transaction entered or to be entered by you or on your behalf.

This indemnity does not apply to any Indemnified Person insofar as such losses, costs, liabilities and expenses result directly from the proven negligence, wilful default or fraud of such Indemnified Person.

**16.10** Nothing in this agreement excludes or restricts any liability that the FSA Rules say cannot be excluded. To the extent that the FSA Rules make us liable for something, this agreement will be deemed to say so explicitly.

**16.11** These Terms and Conditions are legally binding between you and us. Your use of and access to the Service is subject to you complying with these Terms and Conditions.

### Amendment of these Terms and Conditions

**16.12** We may amend these Terms and Conditions, to:

- comply with legal, tax or regulatory requirements;
- correct any errors, omissions, inaccuracies or ambiguities;
- take account of any corporate reorganisations within the Lloyds Banking Group;
- reflect a change in market conditions or the overall cost of providing the Service to our customers;
- reflect a change in technology to cover a development or change in the Service or in the facilities we provide;
- reflect developments in market practices; or

- on a transfer in accordance with paragraph 14.2, to reflect the terms and conditions on which the new provider offers a similar service, or the computer systems the new provider will use to provide the Service.

**16.13** Any amendment that reflects a change of applicable laws or regulations may take effect immediately, if the law requires this, or on a date we specify. All other amendments only take effect on the date we specify, which will be at least 14 calendar days after sending out the notice or secure electronic message.

#### Governing Law and Jurisdiction

**16.14** These Terms and Conditions are governed by English law. You agree that legal action relating to this agreement may only be dealt with by the Courts of England and Wales.

# Terms and Conditions for the Lloyds TSB Share Dealing ISA.

## 1 Introduction.

**1.1** Unless it states otherwise in these Terms and Conditions, our General Terms and Conditions apply to your Lloyds TSB Share Dealing ISA, with references to 'us' in the General Terms and Conditions referring in these Terms and Conditions to us as your ISA Manager. The meaning of terms defined in the General Terms and Conditions is the same as in these Terms and Conditions, unless it states otherwise. If the General Terms and Conditions conflict with these Terms and Conditions, these Terms and Conditions prevail. You cannot use the Lloyds TSB Share Dealing ISA service unless you have agreed to the General Terms and Conditions as well as these specific Terms and Conditions for the Lloyds TSB Share Dealing ISA.

**1.2** The Lloyds TSB Share Dealing ISA is provided by Lloyds TSB Bank plc ("Lloyds TSB"), which is authorised and regulated by the Financial Services Authority under reference 119278. The main business of Lloyds TSB is banking. Our registered office in the UK is at 25 Gresham Street, London, EC2V 7HN (registered in England and Wales number 2065). The address for correspondence is Lloyds TSB Share Dealing, PO Box 4605, Aspect House, Spencer Road, Worthing, BN99 6QY.

## 2 Definitions.

**Account Investments** – Shares, cash and any other investments held in a Lloyds TSB Share Dealing ISA.

**General Terms and Conditions** – Lloyds TSB Share Dealing Terms and Conditions, excluding these Lloyds TSB Share Dealing ISA Terms and Conditions.

**Lloyds TSB Share Dealing ISA** – An Individual Savings Account (ISA) governed by these Terms and Conditions and operated in accordance with the Regulations, as a stocks and shares account.

**Qualifying Investments** – Investments which can be held in an ISA in accordance with the Regulations.

**Regulations** – The Individual Savings Account Regulations 1998 as from time to time amended and in force.

**Tax Year** – The period beginning on 6 April in any calendar year and ending on 5 April in the following year.

## 3 Your responsibilities.

**3.1** Your ISA is a self-select ISA and you are responsible for making all of the investment decisions. If you have any queries or questions on specific investments or whether an ISA is, or remains suitable for you, you should consult a suitably qualified professional adviser.

## 4 Your application.

**4.1** We reserve the right to refuse your application for a Lloyds TSB Share Dealing ISA (including an ISA transfer application) if we believe that any of the information you provide is incorrect, or if we believe you are not eligible to subscribe to an ISA under the Regulations.

**4.2** You must be aged 18 or over to use the Service.

**4.3** If you do not fully complete your Application Form or Transfer Form we will ask you to give us the missing details before we accept your application and open your ISA. You must give us all missing details within 30 calendar days of your application. During that 30 days or until we receive the missing information we will hold your subscription money but will not transfer it to your ISA.

**4.4** If you do not respond with the missing details in this 30 day period, we will return any subscription you have made.

If you apply to open an ISA using funds from a Lloyds TSB Share Dealing Nominee account, we will not transfer money from your Nominee account until we have accepted your application for an ISA.

**4.5** When you open a Lloyds TSB Share Dealing ISA we automatically open a Lloyds TSB Share Dealing Nominee account for you, if you do not already have one. The Nominee account is subject to our General Terms and Conditions.

**4.6** To the extent permitted by the rules of FSA, we accept no responsibility for your Lloyds TSB Share Dealing ISA account (or transfers if you transfer an ISA to us from another ISA Manager) until we receive cleared funds. We are not liable for any loss or delay caused in the payment or transfer of funds to us.

## 5 Investing in your ISA.

- 5.1 You must be resident or ordinarily resident in the United Kingdom for tax purposes. If you are not, you must either be performing duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or be married to or in civil partnership with someone who does perform such duties. You must tell us immediately if this is not the case, or ceases to be the case.
- 5.2 Subscriptions to your ISA must be in your own name. To ensure that we can process your application before the end of the Tax Year we must normally receive your fully completed Application Form at least three weeks before the end of the Tax Year.
- 5.3 To be eligible for a Lloyds TSB Share Dealing ISA you must not already have subscribed to another stocks and shares ISA, in the same Tax Year that you subscribe to the Lloyds TSB Share Dealing ISA.
- 5.4 In accordance with the Regulations you may subscribe up to the HM Revenue & Customs ISA limits for a stocks and shares ISA in any Tax Year. You cannot exceed these limits, which may change from time to time because of changes in Government legislation.
- 5.5 Subject to the annual limits set out in the Regulations, you may make regular monthly contributions to your current ISA by Direct Debit. You cannot make further contributions to previous years' ISAs.
- 5.6 You can only hold Qualifying Investments and/or cash in an ISA.
- 5.7 You may only appoint an attorney for your ISA, in accordance with Section 5 of the General Terms and Conditions, on grounds set out in HM Revenue & Customs Guidance Notes for ISA Managers.

### Custody

- 5.8 (a) We provide custody of the investments in your ISA and any documents of title and registration of those investments in the name of either a nominee or of any other company or institution which is permitted by the Applicable Regulations. This may be another company in, or in another part of, the Lloyds Banking Group. These obligations are subject to us having received the relevant investments, and acknowledged that we have received them.
- (b) Document of title to foreign investments are normally held by a custodian which is not a member of the Lloyds Banking Group.

The investments are registered in the name of that custodian or a sub custodian or nominee.

## 6 Transferring ISAs.

- 6.1 Under the Regulations you may apply to transfer all of your current Tax Year ISA subscriptions and/or your previous years' ISA subscriptions (in whole or in part) to a Lloyds TSB Share Dealing ISA.
- 6.2 Under the Regulations you must complete our ISA Application Form and Transfer Form and we can only accept:
  - transfers from stocks and shares ISAs and cash ISAs; or
  - only Qualifying Investments as specified in the Regulations.
- 6.3 At your request we can transfer an ISA, or part of an ISA, to another account manager or plan manager. The timing of this is as you specify it, although we may insist that you give us a reasonable period (up to 30 calendar days) to do the necessary work.
- 6.4 By completing the Application Form you agree that we may transfer our responsibilities as ISA Manager to another company that:
  - is approved under the Regulations as an ISA Manager; and
  - we are satisfied is competent to carry out the duties and obligations.

The transfer becomes effective and we are released from our duties and obligations to you when that other company writes to you and undertakes to carry out all our duties and obligations for your ISA.

## 7 Account investments.

- 7.1 Your Lloyds TSB Share Dealing ISA includes:
  - your Account Investments and any cash balances;
  - all income and other rights and proceeds we have received; and
  - any tax we have reclaimed for you and received.
- 7.2 While Lloyds TSB Share Dealing ISA investments are registered in the name of a Nominee and held in trust for you, you retain beneficial ownership. You cannot use the investments as security for a loan except where the Regulations specifically allow it.

## 8 Withdrawals.

- 8.1 We will transfer or pay to you all or part of your ISA investments and any proceeds from them, at your request. The timing of this is as you specify it, although we may insist that you give us a reasonable period (up to 30 calendar days) to do the necessary work.
- 8.2 However many withdrawals you have made, you cannot make any more subscriptions to your ISA once you have reached the annual ISA subscription limit for the current Tax Year.

## 9 Termination.

- 9.1 We may end this agreement at any time by giving you 30 calendar days' notice in writing. We will retain any cash balances of £3.00 (and where in a foreign currency as converted to pounds sterling) or less of any future aggregate balances which are due to you from dividends, interest or tax reclaims or any other such balance due after any of your Lloyds TSB Share Dealing accounts are closed by us or you and in doing so you agree to relinquish any right, interest or claim over or in such cash balances.
- 9.2 If you breach any of the Regulations in relation to an ISA, you may lose the ISA tax benefits and your ISA may be voided. We will notify you if your Lloyds TSB Share Dealing ISA becomes void because you have not satisfied the regulatory requirements.
- 9.3 If we have to void your ISA, we may, without your authorisation, dispose of any assets in the ISA and return any tax credits to HM Revenue & Customs.
- 9.4 If your Lloyds TSB Share Dealing ISA is declared void under the Regulations, we will transfer the assets to your Lloyds TSB Share Dealing Nominee account.
- 9.5 If your Lloyds TSB Share Dealing ISA is closed (by us or you) we may deduct any charges or other amounts due to us, any tax liabilities under the account and any additional expenses we incur in closing the account.
- 9.6 Your Lloyds TSB Share Dealing ISA and the corresponding tax benefits cease at your death. The rights to your ISA pass to your legal personal representatives on your death. They must provide us with an original or certified copy (certified by a Solicitor, Commissioner for Oaths or Justice of the Peace) of the Grant of Probate or Letters of Administration, before we can carry out their instructions.

## 10 Cancellation.

- 10.1 You can cancel your ISA by writing to us within 14 calendar days of receiving our notice that we have accepted your application. If you do, you pay no administration fees but are liable for any dealing fees incurred in buying and selling investments in accordance with your instructions. Cancellation only applies to the ISA "wrapper" and does not result in the unwinding of any transactions effected during the cancellation period. If you cancel, we transfer any Shares in your ISA into your Lloyds TSB Share Dealing Nominee account, in line with the General Terms and Conditions. The value of any investments returned to you may be lower than their value when you bought them and you do not get back anything due to market loss between the dates you opened and cancelled the ISA.
- 10.2 If you ask us to sell any investments purchased within the ISA you receive any profit if they have risen in value, less the dealing costs of the sale. If the investments have dropped in value you bear any loss arising from the sale, as well as the dealing costs.

## 11 Other matters.

- 11.1 For the purpose of these Terms and Conditions:
  - references to 'you' include your personal representatives;
  - references to 'us' include our nominee(s) appointed in connection with the Lloyds TSB Share Dealing ISA.
- 11.2 These Terms and Conditions are based upon our understanding of current HM Revenue & Customs legislation and practices. These may change from time to time.
- 11.3 Your Lloyds TSB Share Dealing ISA is administered in accordance with the Applicable Regulations, which take precedence over this agreement if there is any conflict.



Please contact us if you'd like this in Braille, large print or on audio tape.

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