



SIPP Terms and Conditions

Introduction

These *terms and conditions* set out how the scheme operates.

Certain terms used are shown in italics and defined in the glossary at the end of this booklet.

Your signed application to join or take benefits from the scheme confirms your agreement to these *terms and conditions* and the *rules*.

The *terms and conditions*, together with the documents listed immediately below, form the basis of a legally binding agreement between *us* and *you*:

- any application form(s) that *you* have signed or that have been signed on *your* behalf
- the *rate card*
- the *schedule of allowable investments*
- the *client agreement* referred to in the Investment Management and Dealing Services Terms & Conditions
- *SIPP Schedule*.

When you sign and submit the application to join or take benefits from the *scheme*, this does not mean we have accepted *your* application. These *terms and conditions* become binding on *you* and *us* when *we* issue *you* with the *SIPP schedule*. If *we* are unable to accept *your* application, *we* inform *you* of this in writing.

If there is any conflict between these *terms and conditions* and the documents listed above, these *terms and conditions* will take precedence. If there is any conflict between the legal agreement and the *rules*, the *rules* prevail.

We do not accept liability for certain aspects of the operation of the *scheme*, nor does the *trustee* accept liability for these aspects – see section 24. Further, you promise to be responsible for and pay any losses, costs and expenses incurred by *us* and the *trustee* in respect of certain aspects of the operation of the *scheme* as described in section 24.3.

We have the right to vary the *rate card* and these *terms and conditions* in accordance with sections 13, 21 and section 7 of the Investment Management and Dealing Services Terms & Conditions.

In addition to the documents that form the legally binding agreement, the following documents provide important information about the *scheme*:

- Key Features Document
- Personalised Illustrations.

You can get copies of these documents from *your financial planner*.

Please keep the *terms and conditions* and any other materials that *you* receive in relation to the *scheme* in a safe place for future reference.

If you have any questions about these *terms and conditions*, or if *you* would like to obtain a copy of a document or form referred to above, please ask your *financial planner* or contact us at:

By mail: Investec Wealth & Investment,
Quayside House, Canal Wharf, Leeds LS11 5PU
Telephone No: 0113 245 4488
Email: SIPP@investecwin.co.uk
Fax: 0113 245 1777

INVESTEC WEALTH & INVESTMENT SIPP

1. THE SCHEME

- 1.1 The *scheme* is established under trust and is governed by the *rules*. The legally binding agreement between *you* and *us* referred to in the first paragraph of the Introduction on page 1 imposes conditions and restrictions on the operation of the *scheme*. If there is any conflict between that agreement and the *rules*, the *rules* prevail. *You* can ask *your financial planner* for a copy of the *rules*.
- 1.2 Investec Wealth & Investment Limited provide both *scheme* administration and investment management services. As *scheme administrator*, we are responsible for operating and administering the *scheme*. As investment manager, we provide discretionary management services in relation to *your individual fund*, as described in the Investment Management and Dealing Services Terms & Conditions.
- Investec Wealth & Investment Trustees Limited is the *trustee*.

2. OWNERSHIP

- 2.1 The *trustee* is the legal owner of all the *scheme's* assets, which it holds for *us* and at *our* disposal. *We* pay the benefits in accordance with the *rules* and the agreement referred to in the Introduction on page 1.
- 2.2 *Your* application form to join the *scheme* also appoints *us* as investment manager on a discretionary basis, as described in the Discretionary Fund Management Service Terms & Conditions.

3. MEMBERSHIP

- 3.1 Anyone may apply to become a *member* but applications (including any subsequent transactions) must be made through *your financial planner*.
- 3.2 A parent or legal guardian may apply for membership on behalf of his/her child under age 18. Until the child reaches age 18, we will act on the instructions of the parent or legal guardian in relation to the child's individual fund. Once the child reaches the age of 18 he or she will have full authority to give instructions in relation to his/her individual fund, provided that he/she accepts these terms and conditions.
- 3.3 Any *eligible recipient* in respect of whom an entitlement to pension arises under section 18 may apply to participate in the *scheme* for *drawdown pension*.
- 3.4 The minimum initial investment of a *member* in the *scheme* is £100,000 or such amount as *we* agree. This amount includes any basic rate tax relief applied on contributions (as described in section 7.12), and is net of any Tax Free Lump Sum where benefits are to be vested immediately on transfer to the scheme.

4. INDIVIDUAL FUNDS

- 4.1 *We* arrange for investments and money to be held for *you* under the *scheme* in order to provide pension and related benefits. For a *member*, each arrangement *we* make is an "arrangement" for the purposes of the Finance Act. For a *survivor*, each arrangement is made solely to provide the *survivor* with *drawdown pension* from the *scheme*.
- 4.2 The net value of investments and money held for each arrangement is called the "individual fund". *We* can make more than one arrangement with *you*. Each arrangement has its own individual fund.
- 4.3 *We* attribute investments and money of the *scheme* to each arrangement having regard to
- (for a *member*) contributions paid by or for *you*
 - (for a *survivor*) any amounts allocated under section 18 to provide the *survivor* with *drawdown pension*
 - transfer-in payments paid for *you*
- less any benefits and transfer-out payments paid for *you* and any charges and fees that *we* deduct; and all adjusted to account for any growth or loss in the investments.
- 4.4 Contributions and transfers-in are allocated to the earliest arrangement made with *us* that has a part/portion from which benefits have not yet been taken. A transfer-in of already crystallised benefits (funds from which retirement benefits have already been drawn down) is allocated to a new and separate arrangement.
- 4.5 The *SIPP schedule* shows how many *individual funds* *you* have and if transfer payments and contributions are to be allocated differently than described in this document.
- 4.6 Each *individual fund* is treated as 1000 separate segments to facilitate taking retirement benefits in stages. These *terms & conditions* apply to each *individual fund*. The benefits described in section 16 may be taken from each *individual fund* separately. The starting date, the form of payment, and the method by which benefits are provided can be different for each *individual fund*. A *member* can crystallise portions of each *individual fund* successively, for taking benefits.

5. FINANCIAL PLANNER

- 5.1 *Your* application to join the *scheme* must be submitted to *us* via a *financial planner*. *Your financial planner* must be an individual or firm that is appropriately authorised to transact investment business and where appropriate provide pensions transfer advice within the UK by the FCA.
- 5.2 *We* will treat *your financial planner* as continuing to be appointed unless and until *we* receive written notice from the *financial planner* or from *you* that the appointment is to end. At this point, *you* should appoint a replacement *financial planner*. *We* can end *your* membership of the *scheme* if *you* do not have a *financial planner* and *we* will discuss *your* options at that time.

6. COMMUNICATION

- 6.1 All instructions to *us* must be in writing and submitted either direct to *us* by *you* or, if authorised by *you*, via *your financial planner*, by means of post, email and/or fax. Instructions include, but are not limited to, notices, application forms, benefit options and nominations. Unless otherwise agreed by *us*, instructions are not effective until actually received by *us* in one of the methods detailed above via the contact details set out in the Introduction on page 1.
- 6.2 *Our* communications will normally be in writing direct with *you* or via *your financial planner*.
- 6.3 All instructions to *us* (other than any relating to certain *investment* transactions as described in section 19 of the Investment Management & Dealing Service Terms and Conditions) must be in writing.
- 6.4 *You* authorise *us* and the *trustee*
- to rely on, and treat as fully authorised and binding on *you*, any decision or instruction which purports to have been given by *you* without further enquiry by *us*, and
 - to accept such an agreement as genuine,
- without the need for further investigation as to the authority or identity of the person giving, or purporting to give, such an agreement provided the instructions have been received in good faith and without negligence.

7. CONTRIBUTIONS

- 7.1 Contributions may be made to a *member's individual funds*, but not to a *survivor's individual funds*.
- 7.2 You may arrange regular or one-off contributions to your *individual fund*.
- 7.3 Your personal contributions qualify for tax relief at your highest marginal rate of tax if you meet the conditions set out in the *Finance Act*. (Your *financial planner* will tell you about the conditions for tax relief on contributions.)
- 7.4 Contributions can continue even after you take retirement benefits. Any contributions made after your 75th birthday do not currently qualify for tax relief.
- 7.5 If you do pay over the limit that qualifies for tax relief, you may ask us to refund the excess contributions to you (or to whoever paid the contributions on your behalf.) The refund to you would be the lower of the excess contribution or the value of the part of your *individual fund* attributable to that excess contribution. In addition, HMRC will require us to repay the full amount of the basic tax relief (see section 7.12) which we claimed on the excess contribution refunded.
- 7.6 Annual allowance
- If your total contributions exceed the annual allowance, there might be a tax charge on you. The annual allowance is the maximum amount of pension savings you can have each year that benefits from tax relief. It will be lower in any year in which you are subject to the money purchase annual allowance (see section 7.7) or tapered annual allowance (see section 7.8). This includes pension savings that you make plus any pension savings made for you by someone else – for example, your employer – in any pension scheme.
- The tax charge is called the annual allowance charge, which HMRC would levy against you directly via your tax code or, in certain circumstances, against us and which we would recover from your *individual fund*. You are responsible for notifying the local Inspector of Taxes if the annual allowance is exceeded.
- It is possible to carry forward “unused annual allowance” from the previous three tax years to achieve tax relief on contributions over the annual allowance, provided that you were a member of a registered pension scheme during those years. You should discuss this with your *financial planner*, if you are planning to make contributions over the annual allowance.
- There will be no test against the annual allowance in the year that you die, or if your pension entitlement is paid as a serious ill health lump sum. The law governing tax relief for pensions might change.
- 7.7 Money purchase annual allowance
- Once you have accessed any of your pension savings and taken an income, using flexi-access drawdown or by taking uncrystallised funds pension lump sum (see section 17) you are subject to the money purchase rules. Anyone who is subject to the money purchase rules, and who makes or receives pension contributions in excess of the money purchase annual allowance limit for the tax year in which the contribution is made, is subject to the money purchase annual allowance.
- If you are subject to the money purchase annual allowance in any tax year, you will be liable to an annual allowance charge on the amount of your total contributions to money purchase pension schemes for that tax year that exceed the money purchase annual allowance, and on the amount of your benefit accrual in other schemes providing defined benefits for that tax year (if any) that exceeds £30,000.
- If you are subject to the money purchase rules you will be unable to carry forward any unused money purchase annual allowance to test against a future year's money purchase savings.
- 7.8 Tapered annual allowance
- If your adjusted income is in excess of £150,000 in a tax year and your threshold income is in excess of £110,000 you will be subject to a tapered annual allowance.
- This will mean that your annual allowance will be reduced by £1 for every £2 of adjusted income in excess of £150,000, until the annual allowance is reduced to £10,000.
- 7.9 If contributions are paid which result in the annual allowance or money purchase annual allowance being exceeded, you cannot avoid the annual allowance charge simply by obtaining a refund of contributions from us.
- 7.10 We do not impose minimum contribution levels. However, we reserve the right to introduce a minimum and, if we do, we will alter these *terms and conditions* as described in section 21.1.
- 7.11 Single contributions can be paid
- 7.11.1 by cheque, or
- 7.11.2 by direct credit or
- Regular contributions, unless agreed otherwise by us, must be paid by standing order. If a payment amount is changed then written confirmation of the change is required. We will not issue any reminders if an expected regular contribution is not paid.
- 7.12 We will act as the collecting agent for all contributions and arrange for all monies, including basic rate tax relief on member contributions, to be transferred from the *pooled trustee bank account* to your *individual fund* (as described in section 10.2).
- We will claim the basic rate tax relief from HMRC on any contributions made by you or on your behalf paid as a personal contribution. Unless tax relief has already been granted by means of salary exchange with our prior agreement. Upon receipt of the payment from HMRC we will transfer this to your *individual fund*.
- 7.13 You may claim tax relief at your highest marginal rate through your self-assessment tax return.
- 7.14 Your employer may also pay contributions on your behalf. An employer should claim tax relief as a business expense on any employer contributions.
- ## 8. TRANSFER PAYMENTS INTO THE SCHEME
- 8.1 Subject to section 8.4, HMRC's requirements and our prior consent, you may transfer your benefits under another pension scheme to this *scheme*.
- 8.2 Where Guaranteed Minimum Pension (GMP) or Section 9(2) B benefits are being transferred into the *scheme*, you should be aware that the benefits you will receive may be different from those that you would have received under your current scheme.
- 8.3 Any individual who has become entitled to *drawdown pension* on the death of a member or survivor under another *registered pension scheme* can apply to transfer the entitlement into the *scheme* for the purpose of continuation of *drawdown pension*. If we accept the application, the individual is treated in this *scheme* as a *survivor*.
- 8.4 Transfer payments may be arranged as a cash transfer (by cheque or direct credit), or by a transfer of assets, or a combination of both, from the other *scheme*. A transfer of assets is subject to:
- 8.4.1 the assets being a permitted *investment* in accordance with our *schedule of allowable investments*;
- 8.4.2 our prior consent;
- 8.4.3 us having obtained a current open market valuation of the assets;

8.4.4 full ownership of the assets being passed to the *trustee*; and

8.4.5 satisfying *HMRC*'s requirements.

8.5 We do not currently impose a minimum on transfer values. However, we reserve the right to introduce a minimum and, if we do, we will alter these *terms and conditions* as described in section 21.1.

9. TRANSFER PAYMENTS OUT OF THE SCHEME

9.1 You can transfer your remaining *individual funds* to another *registered pension* scheme or overseas pension scheme if (in our opinion) the transfer is not an *unauthorised payment*. You would need to check that the proposed scheme is willing to accept the transfer.

9.2 If you are transferring part of your *individual funds*:

9.2.1 you must agree with us which assets are to be sold or cashed in before we can arrange the transfer; and

9.2.2 you must leave at least £100,000 or such other lesser amount as we may from time to time agree, in aggregate, in your remaining *individual funds*.

9.3 No costs will be charged by the *scheme administrator* or *trustee* for the transfer out, although there may be disinvestment costs as a result of your investment manager cashing in assets, as described in the *rate card*.

9.4 It may be possible to make a transfer payment to another pension scheme "in specie" (i.e. the assets are not sold but, instead, are re-registered in the name of the *trustee* of the new pension scheme). With an in-specie transfer, costs may be incurred during the re-registration process.

9.5 The costs will be met, in accordance with section 13, prior to any transfer taking place. Payment of a transfer value may be delayed if outstanding fees have not been settled.

10. POOLED TRUSTEE BANK ACCOUNT

10.1 We operate a bank account, the *pooled trustee bank account*, with our banking partner. Currently our banking partner is HSBC. The bank account is a pooled account and is held in the name of the *trustee*. Within the *pooled trustee bank account* funds are separately identifiable for each *member*.

10.2 On receipt, all monies will be held initially in the *pooled trustee bank account* pending receipt of all appropriate documentation, then transferred for investment.

10.3 Interest is paid to your portfolio deposit bank account in relation to any cleared funds held for your benefit in the *pooled trustee bank account*. The level of interest is calculated by reference to the Bank of England rate, subject to a minimum rate of no less than zero. You can obtain further details in the *rate card*.

10.4 Currently, monies in the *pooled trustee bank account* do not normally attract any separate bank charges although charges may apply in the future, in accordance with section 13, but certain individual transactions may attract charges, for example, receipt of monies in foreign currencies or electronic transfer.

10.5 As part of the discretionary fund management service (see Investment Management and Dealing Services Terms & Conditions), we decide which assets relating to the *individual fund* should be used to cover payments due from or in respect of the *individual fund*. These payments will include, but shall not be limited to:

10.5.1 any *drawdown pension* payments falling due which will cease or be delayed if sufficient funds are not available; and

10.5.2 fees, charges or costs.

11. PERMITTED INVESTMENTS

11.1 We will only allow *investments* as described in the Investment Management and Dealing Services Terms & Conditions. Any *investment* which holds an indirect interest in taxable property, or attracts any *unauthorised payment* tax charges, is strictly not allowed.

The list of *investments* permitted by *HMRC* without attracting any *unauthorised payment* tax charges may vary from time to time. However, in order to comply with *HMRC*'s rules for authorised *investments*, certain restrictions apply. In particular, the *scheme* may not (directly or indirectly) engage in investment transactions with:

11.1.1 you or a person connected with you (e.g. a family member or a business partner), or

11.1.2 a company or firm in which you or a member of your family has an interest

unless any transactions are made on an arm's length bargain terms basis (i.e. on a basis consistent with a normal open-market commercial transaction between two or more persons).

11.2 We have the right to decline to accept an *investment* into the *scheme*.

11.3 The sole purpose of a *registered pension scheme* must be the provision of retirement income or lump sums as specified in the *Finance Act*. The investment objectives of the *scheme* must have due regard to this.

11.4 Wherever possible, *scheme investments* will be held in the name of our *nominee company*.

12. STATEMENTS

12.1 To meet the requirements of pensions legislation, we will arrange to send you a yearly statement giving information about your *individual fund*, although (due to issues of timing in obtaining valuations) this may not be a current valuation.

12.2 If you receive a *drawdown pension*, your yearly statement will provide details of the income payments made from the *scheme*. In respect of your *drawdown pension* that is capped, it will also show the maximum income limits that apply.

13. CHARGES

13.1 Amount of charges

The *rate card* sets out our charges. The charges that will actually become payable will depend on the *investments* in your *individual fund*, the benefits you take and any administrative or other requests you make.

We may review and amend our *rate card* as explained in section 21.

All charges quoted are exclusive of any VAT, stamp duty and other applicable taxes and/or duties, which, if payable, are in addition.

13.2 Payment of charges and other sums due

All charges and other sums due from your *individual fund* under this agreement must be paid out of your *individual fund* or by such other means as we agree. We will ensure that there are sufficient funds available to pay charges or any other sums due under these *terms and conditions*.

If any outstanding charges have not been met while assets remain in your *individual fund*, you will be personally responsible for paying the outstanding charges or other sums due to us.

14. PAYMENT OF ADVISER CHARGE

14.1 Adviser Charge

The charges that *you* agree to pay *your financial planner* are a matter between *you* and *your financial planner*. However, *you* can instruct *us* to facilitate the payment of *adviser charges*. If so instructed, *we* will deduct the amount of the *adviser charge* from the relevant *individual fund* and pay it to *your financial planner*. *We* make the payment at *your* direction and on *your* behalf.

This is not a payment for any services provided by *your financial planner* to *us*.

We do not charge for the facilitation service. *We* set limits on the payments that *we* are prepared to facilitate for *you*. *We* will inform *you* if *your* instruction exceeds the limit.

14.2 Timing of deduction

Any *adviser charges* relating to contributions or transfer-in payments are deducted from *your individual fund* after the relevant contribution or transfer-in payment is received into the *scheme* and before being invested. Any *adviser charges* relating to investment of or decisions about *your individual fund* are deducted from *your individual fund* after the investment or decision has been arranged. For example, an *adviser charge* for pension advice when a *member* designates funds available for *drawdown pension* is deducted after the *member* has designated funds for *drawdown pension*.

14.3 Instructions and validation

Only *you* can give *us* instructions about payment of *adviser charges*, except where *we* expressly indicate otherwise in these *terms and conditions*. *We* will stop or reduce the payment of *adviser charges*, if instructed by *you* or *your financial planner*. The only instruction about payment of *adviser charges* that *we* will act on from *your financial planner* is one to reduce or stop paying the *adviser charge*. *We* will not extend or increase *adviser charges* without *your* instruction.

We will confirm to *you* in writing any instruction

- to facilitate payment of *adviser charges*
- to vary or stop facilitating payment of *adviser charges*.

You should check the written confirmation and inform *us* if *you* believe it there are any errors or omissions.

14.4 Payment

Adviser charges will be paid to the order of *your financial planner* and once due, payment will be credited to *your financial planner* on dates agreed between *us* and *your financial planner*.

If after reasonable efforts on *our* part, *we* have been unable to make payments of any *adviser charge* to *your financial planner*, *we* will stop deducting *adviser charges* and notify *you* of our action. *Adviser charges* deducted but unpaid to *your financial planner* will be re-credited back to *your individual fund*.

The payment of an *adviser charge* is in addition to *our* charges.

If *we* receive an *adviser charge* refund from *your financial planner*, *we* will not be able to return it to *you* in cash. *We* will, however, credit the *adviser charge* to *your individual fund*.

We accept no responsibility for monitoring any payment of *adviser charge* from an investment held in *your individual fund* made where the *adviser charge* is paid to *your financial planner* by a third party.

14.5 Cancellation

When *you* join the *scheme*, *you* will have a 30 day period during which *you* can change *your* mind by cancelling *your* membership. If *you* decide to cancel *your* membership during the cancellation period, *we* will not reclaim any *adviser charges* already paid to *your financial planner*. *You* might have to pay *your financial planner* for their advice and services, if not covered by the *adviser charges* already paid. *You* should check the terms of *your* agreement or arrangement with *your financial planner*.

If *you* have transferred in benefits from another pension scheme and *your financial planner* returns the *adviser charge* to *us*, *we* will refund the *adviser charge* to the previous scheme subject to that scheme accepting the transfer.

14.6 Our right to stop payment of any adviser charges

We can stop or reduce the payment of all or part of an *adviser charge* if

- *we* no longer have a business relationship with *your financial planner*;
- *we* reasonably believe that the payment of the *adviser charge* would be in breach of any relevant laws or regulations;
- *we* reasonably believe that *your financial planner* was not appropriately authorised by the Financial Conduct Authority or exempt from authorisation under the Financial Services and Markets Act 2000 or any replacement regulator at the time of providing *you* with advice or services in relation to *your individual fund*;
- *your financial planner* ceases to trade;
- *we* believe *your financial planner* may be insolvent;
- *we* terminate our services to facilitate *adviser charges*;
- the payment exceeds the maximum amount of *adviser charge* that *we* are prepared to facilitate as set by *us* from time to time;
- *we* can no longer facilitate an *adviser charge* due to changes in the *individual fund*;
- *you* instruct *us* not to pay an *adviser charge*;
- *your financial planner* informs *us* that he is no longer acting for *you*; or
- a new *financial planner* informs *us* that he is acting for *you*; in which case, *we* will require *you* to complete a new instruction to facilitate the payment of *adviser charge* which *we* will send to *you*.

We will endeavour to notify *you* as soon as possible of the action *we* have taken.

Adviser charges that have already been deducted but not yet paid will be re-credited to *your individual fund*.

If there is not enough money in *your individual fund* to pay an *adviser charge* in full, *we* can make a partial payment to the extent possible and *we* will advise both *you* and *your financial planner*.

You may remain liable to pay any shortfall of *adviser charge* to *your financial planner* and *you* should check the terms of *your* agreement or arrangement with *your financial planner*.

14.7 Outstanding Responsibility

If an *adviser charge* is stopped, reduced, unpaid or is re-credited to *your individual fund*, *you* may remain liable to reimburse *your financial planner*. *You* should check the terms of *your* agreement or arrangement with *your financial planner*.

14.8 Value Added Tax (VAT)

Where *your* agreement with *your financial planner* stipulates that the *adviser charge* is subject to VAT, we will treat this as an instruction from *you* to pay adviser charges inclusive of VAT if applicable at the rate prevailing at the time of payment of the *adviser charge* and taking into account any changes to the rate of VAT howsoever occurring. Should the prevailing rate of VAT change we will require an instruction from *you* to amend the amount of the adviser charge.

15. SELLING ASSETS

15.1 Assets within an *individual fund* may have to be sold:

- for the payment of *our* charges and to facilitate the payment of adviser charges from the *individual fund*;
- to facilitate benefit payments from the *individual fund*;
- to provide a lump sum death benefit from the *individual fund* (see section 18 for details of the time limits on payment of lump sum death benefits); or
- on implementing the *scheme* wind-up provisions (as described in section 22).

15.2 As part of the discretionary fund management service (see Investment Management and Dealing Services Terms & Conditions), we will decide on the order of the sale of assets within the *individual fund*, based upon the information provided to us in the client agreement.

15.3 In some circumstances, it may be necessary to sell assets at whatever price is available at the time. This may result in selling when the relevant market is depressed.

15.4 As an alternative to selling assets, it may be possible to settle the transaction by a transfer of assets.

15.5 Selling or “cashing-in” any *investment* will be governed by the terms and conditions of that *investment*. Such terms and conditions may include a right for the *investment* provider to delay the cashing-in.

16. MEMBER'S BENEFITS

16.1 Within a reasonable period consistent with good practice before *your* chosen retirement date or state retirement date where *you* do not elect a chosen retirement date, we will provide *you* with information about *your* benefit options and the tax implications of taking benefits. A further reminder will be issued 6 - 8 weeks before your chosen retirement date or state retirement date if we are not in receipt of a response to our initial communication.

We will also issue *you* with a reminder that *you* can choose to take guidance on *your* options under the Government's “Pension Wise” scheme. If required by the rules of the Financial Conduct Authority, we will ask questions to determine if *you* have received advice or guidance. Depending on *your* reply, at each stage we shall proceed to identify risk factors and provide risk warnings.

You must then give us at least one month's notice in writing of *your* selected option(s) before the date *you* wish to take benefits.

16.2 As a *member*, *you* can take benefits from age 55 in any of the following ways:

- buy a lifetime annuity with some or all of *your individual funds* (after any pension commencement lump sum as described below);
- allocate some or all of *your individual funds* for paying *drawdown pension* (after any pension commencement lump sum as described below) – see section 17.
- take a tax free lump sum, when buying a *lifetime annuity* or allocating funds for *drawdown pension*. Normally, the maximum lump sum will be 25% of the value of the part of the *individual fund* being used to provide these benefits. A higher or lower amount might be available if *you* had transitional rights in respect of benefits earned before 6 April 2006 under schedule 36 of the *Finance Act* and *you* meet the conditions under it. Tax will not normally be payable on the lump sum.
- provided *you* have enough lifetime allowance remaining, take a lump sum up to the full value of *your individual fund* from which *you* have not previously taken benefits, without applying *your individual fund* to provide a *lifetime annuity* or *drawdown pension*. This is called an uncrystallised funds pension lump sum (UFPLS). 25% of the lump sum is tax free and the rest is subject to income tax.

In each case, *you* can take the benefits at such time or times as *you* wish, but not earlier than age 55.

16.3 When *you* commence taking benefits from an *individual fund* before *your* 75th birthday, the value of the *individual fund* being used for benefits must be tested against an allowance called the *lifetime allowance*, as set by the *Finance Act*. In addition, by *your* 75th birthday, any part of an *individual fund* that *you* have not designated for payment of benefits or any growth on an *individual fund* previously designated for payment of benefits, which is in excess of the value of the designated fund at the point of designation, must also be tested against the *lifetime allowance*. If the *lifetime allowance* is exceeded then a tax charge may be payable if *you* do not hold a valid form of lifetime allowance protection. In the event a tax charge is payable this will be deducted from the *individual fund*. *You* must provide us with such information necessary to calculate any potential tax charge. *You* are responsible for any further tax charges that may arise as a result of that information being incorrect or failing to be provided.

16.4 *You* may be able to take benefits before age 55:

- if we are satisfied that *you* are in ill health, as defined in the *Finance Act*;
- if *you* had transitional rights at 6 April 2006 to a protected pension age under Schedule 36 of the *Finance Act* and *you* satisfy the conditions; or
- as a serious ill health lump sum, if (i) evidence has been provided by a registered medical practitioner that *your* life expectancy is less than a year (ii) *you* satisfy the conditions in the *Finance Act* for a serious ill health lump sum (iii) no benefits have already been taken from the *individual fund* being used to provide the serious ill health lump sum and (iv) *you* have not used up all *your* lifetime allowance. If *you* are aged 75 or older at the date of payment, we deduct tax at the prevailing rate from the lump sum.

16.5 *You* are responsible for ensuring that there is enough cleared money in the *designated account* available in good time to pay any benefits *you* have chosen to take. If there is not enough cleared money in the *designated account* to pay the benefits, we might have to sell assets within *your individual fund* under the procedure described in section 15. Depending on how *you* have chosen to invest *your individual fund* there may be an unavoidable delay in selling the assets, which could delay the benefit payment.

17. DRAWDOWN PENSION

17.1 *You* can draw income by allocating all or part of the *individual fund* for providing *drawdown pension* if *you* are entitled to take benefits under section 16.1 and we accept *your* application for *drawdown*. *You* do this by designating all or part of *your individual fund* as being available for providing *drawdown pension*. The designation must be made on the form that we provide for this purpose.

17.2 Acting reasonably, we can at *our* absolute discretion refuse *your* application for *drawdown pension*. We will tell *you* as soon as practicable if this is the case. The acceptance of *your* application for *drawdown pension* is on such terms and subject to such requirements as we may decide at *our* absolute discretion from time to time. Without prejudice to the generality of the foregoing, we will require *you* to take advice from a financial planner before accepting *your* application. Alternatively *you* will be required to complete an additional questionnaire to enable us to highlight to *you* any risks associated with *your* decision.

17.3 Flexi-access drawdown pension

With flexi-access drawdown pension you can take out as much of the individual fund as you want, up to the full value, which will be subject to income tax after you have taken your tax-free lump sum. You can increase, reduce, cease and/or ask us for an extra one-off flexi-access drawdown pension payment. You can choose for flexi-access drawdown pension to be paid on a monthly, quarterly, half-yearly or yearly basis. We will require you to complete, and return to us, certain paperwork (which we will supply) before you can start, stop or vary flexi-access drawdown pension, and we will treat each such request as an application for drawdown pension for the purposes of section 17.1.

The contract between you and us includes a right to impose a minimum on the amount that you can designate for providing flexi-access drawdown pension. For the time being we have decided to waive this right, however if we reinstate a minimum we will give you details by notice as described in section 21.

17.4 Capped drawdown pension

With capped income drawdown pension, there is a maximum limit on the income that can be taken, set by HMRC rules. We will calculate and provide you with details of your maximum limit. After taking your tax-free lump sum, you can choose to take any level of income up to the maximum limit, which will be subject to income tax. Subject to your maximum limit, you can increase, reduce, cease and/or ask us for an extra one-off capped drawdown pension payment. You can choose for capped drawdown pension to be paid on a monthly, quarterly, half-yearly or yearly basis. We will require you to complete, and return to us, certain paperwork (which we will supply) before you can designate more of your individual fund to provide a capped drawdown pension, or to start, stop or vary capped drawdown pension payments, and we will treat each such request as an application for drawdown pension for the purposes of section 17.1.

The contract between you and us includes a right to impose a minimum on the amount that you can designate for providing capped drawdown pension. For the time being we have decided to waive this right, however if we reinstate a minimum we will give you details by notice as described in section 21.

HMRC also require that the maximum limit on capped drawdown pension is reviewed at least every 3 years (even if you are not taking any income after your tax-free cash payment) until the end of the review year when you reach age 75, then every year from your 75th birthday. The reviews can be carried out on any pre-arranged future date within a 60 day period before the review date. Making this calculation early will not affect the timing of any subsequent review. Before you reach age 75 you can also request in advance an earlier review to be undertaken on the anniversary of the formal review date and we can agree to this. Please speak to your financial planner before requesting this, as a review can result in a reduction in the maximum amount of income you can draw.

You can only designate part of your individual fund for providing capped drawdown pension if it applies to an arrangement under which part of your individual fund was designated for capped drawdown pension on 5 April 2015.

You can re-designate your individual fund to provide a flexi-access drawdown pension instead of a capped drawdown pension at any time by completing the form we provide for this purpose.

18. BENEFITS FOLLOWING MEMBER'S DEATH

18.1 On the death of a member or survivor, we use the member or survivor's remaining individual funds in either or both of the following ways as we in our absolute discretion determine:

- to provide pension income in accordance with section 18.2 for any one or more eligible recipients and, if more than one, in such proportions as we decide; and
- to pay one or more lump sum death benefits in accordance with section 18.3.

We write to the member's personal representatives or potential beneficiaries (as applicable) with details of the ways in which benefits can be provided.

18.2 An eligible recipient who becomes entitled to a pension under section 18.1 must (i) use all or part of the individual fund to buy a lifetime annuity in the eligible recipients' name or (ii) apply to take income as drawdown pension (see section 17) from the individual fund. Any application for drawdown pension must be made in writing using our prescribed application form, which includes the eligible recipient's agreement to these terms and conditions. We can decline an application if it would in, our opinion, limit or restrict in any way our ability to administer the scheme.

If an eligible recipient fails to decide which option should be used for pension income within three months of being asked to do so, we can buy a lifetime annuity for that person, from a pension provider of our choice.

18.3 If we decide to pay one or more lump sum benefits and we are satisfied that at the time of the member or survivor's death the member or survivor's benefits are subject to a valid trust, we apply the individual fund allocated by us for lump sum benefit(s) to the trustees of that trust. A "valid trust" is one which is separate from the scheme and under which no beneficial interest in a benefit can be payable to the member or survivor, the member or survivor's estate or the member or survivor's legal personal representatives. If there is no such trust, the individual fund we have decided to apply as lump sum benefit(s) is paid to one or more eligible recipients as we decide and in such proportions as we decide.

Any relevant tax charge may be deducted before payment of the lump sum.

18.4 You should complete a Nomination of Beneficiaries form to inform us of your wishes for who we should consider to receive death benefits for when we are exercising our discretion. We take those wishes into account but we are not bound by them. You can state or amend your wishes at any time using the form we provide for this purpose.

18.5 If a dependant, for whom drawdown pension was being provided following the death of a member, ceases to be a dependant, we apply the dependant's individual fund in accordance with section 18.1 as if it were the member's individual fund being applied on the death of the member (but not as a lump sum, unless permitted by the Finance Act).

18.6 We are not obliged to consider for the purposes of this section 18 any eligible recipient of whose eligibility we are unaware having made reasonable enquiries.

19. TAXATION OF INCOME PAYMENTS

19.1 If you are receiving income payments from the scheme, the income you receive will be taxed under the Pay As You Earn system. Where we have taken reasonable steps to identify your correct tax code, we will not be liable for any loss whatsoever you incur as a result of the use of an incorrect tax code.

19.2 If you are receiving income payments from the scheme, we will provide you with a P60 at the end of each tax year showing the gross income paid, tax code used and details of any tax deducted.

20. COMPLAINTS & COMPENSATION

20.1 In the event you wish to make a complaint in relation to the operation of these terms and conditions, this should be addressed to our Compliance Officer at our Leeds Office address Quayside House, Canal Wharf, Leeds LS11 5PU or complaints@investecwin.co.uk. As part of our commitment to quality service telephone calls may be recorded. We have the right to telephone you, or someone else nominated by you, to discuss any administrative aspects without having been expressly invited by you to do so, including any aspect which you have queried or challenged.

20.2 If *you* submit a complaint we will send you a prompt written acknowledgement enclosing details of our complaints procedures. Further information can be located on our website <http://wealthinvestment.investec.co.uk/about-iw-i/help-and-support.html>. We will attempt to resolve any complaint in a timely manner.

20.3 If we are unable to resolve any complaint to *your* satisfaction or if we are unable to resolve the complaint within 8 weeks of receipt, *you* may have the right to refer it to the Pensions Advisory Service ("PAS"), the Pensions Ombudsman ("PO") or the Financial Ombudsman Service ("FOS").

PAS are an independent non-profit organisation providing information and guidance on pensions to help pension scheme members who have a problem, complaint or dispute with their pension scheme.

FOS and PO are both independent statutory bodies that investigate and adjudicate on disputes between pension schemes and members, but only after *you* have complained to *us* and tried to resolve the dispute using *our* complaints procedure. We will tell *you* about any ombudsman referral rights *you* may have.

PAS contact details: Pensions Advisory Service 11 Belgrave Road London SW1V 1RB Tel: 0845 601 2923

PO contact details: 11 Belgrave Road London SW1V 1RB Tel: 020 7834 9144

FOS contact details: The Financial Ombudsman Service Exchange Tower London E14 9SR

Further information can be found on the Financial Ombudsman Service's website www.financial-ombudsman.org.uk

20.4 Compensation

The Financial Services Compensation Scheme (FSCS) is a scheme that provides limited compensation for customers who might otherwise lose out if a company regulated in the UK by the Financial Conduct Authority is unable to pay claims against it.

Investments in your individual fund may be covered by the FSCS. Where compensation is available in respect of an *investment in your individual fund*, we will make the claim on *your* behalf.

FSCS contact details: Financial Services Compensation Scheme 7th Floor Lloyds Chambers 1 Portsoken Street London E1 8BN

Tel: 020 7892 7300 www.fscs.org.uk

You should consult *your financial planner* if *you* have any questions about the FSCS or the protection it provides.

21. CHANGES TO THESE TERMS AND CONDITIONS

21.1 We reserve the right to amend or supplement these *terms and conditions* from time to time on giving 30 days' written notice (or such other period allowed or required by law) to *you*. We will send such written notice to the last address *you* gave *us*. The changes notified in this way will be effective from the date stated in the written notice.

During the notice period, if *you* are unhappy with the proposed amendment or supplementary *terms and conditions* that we provide, we will not increase any transfer out fees and charges and *you* will be free to transfer *your individual fund* to another registered pension scheme (subject to any existing transfer out fees and charges). For the avoidance of doubt, any fees and charges involved in cashing in or selling assets will be at the rates applicable at the time of realisation and/or encashment, as appropriate.

21.2 We will only alter the *terms and conditions* for the following valid reasons:

21.2.1 relevant changes in pensions, tax or other relevant UK or European legislation;

21.2.2 relevant changes in the reporting requirements or regulatory regime;

21.2.3 changes in how the London Stock Exchange or other different investment markets may work which may impact on the *scheme*;

21.2.4 changes in *investment/share* dealing or administration which may impact on the *scheme*;

21.2.5 to correct manifest errors or other issues outside *our* control and avoid cross-subsidy between *individual funds* where the charges for any service is, in *our* opinion, no longer reasonable;

21.2.6 changes in ownership of *our* business or how it operates;

21.2.7 changes in *our* services;

21.2.8 changes to the services provided by third parties appointed under the *scheme*;

21.2.9 appointment by *us* of alternative third parties to provide services under the *scheme*;

21.2.10 any other reasonable issues outside *our* control.

22. WINDING UP OF THE SCHEME

22.1 The *terms and conditions* shall continue until *your individual fund* has been extinguished by the payment of a transfer value to another registered pension scheme or the provision of pension/death benefits outside the *scheme*, or the *scheme* is wound up in accordance with the *rules*.

22.2 On wind-up, we will apply the assets of *your individual fund* as set out in the *rules*.

22.3 On wind-up, no fees or charges already paid shall be refunded and those due shall remain so and will include any charges associated with undertaking any transaction necessary to wind-up the *scheme*. On wind-up, the obligations of payment of charges in section 13 and the provisions in section 23 shall continue in full.

22.4 Wind-up will be without prejudice to the completion of transactions already initiated.

23. ADDITIONAL INFORMATION

23.1 We undertake not to disclose personal information coming into *our* possession at any time during the life of the *scheme*, except where expressly authorised to do so, or where required to do so by law. The details set out in section 32 of the Investment Management and Dealing Services Terms & Conditions apply equally to any personal information *you* give *us* in connection with the operation of these *terms and conditions*.

23.2 The tax reliefs referred to in these *terms and conditions* are those available under current legislation, which may change. The value of the tax reliefs depend on individual circumstances.

23.3 Notwithstanding anything to the contrary in these *terms and conditions*, only those options described in the *terms and conditions* will be made available under the *scheme* unless we notify *you* in writing to the contrary.

23.4 We may decide to change the provisions of the *scheme's rules* to meet with any changes to law or regulation affecting the *scheme*. We will provide notice to *you* of any changes which are needed to meet such requirements, or for any other reason.

23.5 Any notice we serve in relation to the *scheme* will be sent to *your* last known address for correspondence according to *our* records. Any such notice sent by post will be deemed to have been received by *you* within three working days.

23.6 *You* need to tell *us* as soon as *you* move to another address.

- 23.7 We have the right to delay calculation of any amount due under the *scheme* until we have received satisfactory proof of ownership. Similarly, the exercise of rights conferred by the *scheme* and payment of any benefit is subject to the satisfactory proof of ownership meeting *our* requirements.
- 23.8 The provisions of these *terms and conditions* and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.
- 23.9 Subject to section 23.10, nothing in these *terms and conditions* expressly or impliedly confers any right on any third party to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. For the purpose of this document, a third party is any party which is not *us* or the *trustee*.
- 23.10 We, the *trustee* and *you* can enforce these *terms and conditions*.
- 23.11 These *terms and conditions* will only apply provided they are not held by a relevant court or decided by the Financial Conduct Authority to be unfair contract terms or reasonably considered by *us* to be unfair contract terms. If a term is held, viewed or considered to be unfair it will, as far as possible, still apply but without any part of it which could cause it to be held, viewed or considered unfair.
- 23.12 Where *you* are unable to act due to serious ill-health, physical or mental incapacity, we may at *our* sole discretion require medical advice to that effect (the cost of which will be met from *your individual fund*). Subject to such medical advice, we may accept the directions of any legally authorised party acting on *your* behalf. We will not be liable for any or all losses, costs, actions, proceedings, claims and demands which may be incurred by or brought or made against any or all of *us* or them arising directly or indirectly from *us* or them having acted in good faith (as described in this document), nor will the *trustee*.

24. LIABILITY AND INDEMNITY

- 24.1 By accepting these *terms and conditions*, *you* waive any and all claims or rights of action that *you* may otherwise have at any time against any previous, current or future officers, employees, agents and sub-contractors of *ours*, or of any company within *our* group of companies, regarding any acts or omissions of such officers, employees, agents and sub-contractors in relation to *your individual fund*. However this waiver does not in any way restrict any claims or rights of action that *you* may have against *us* or any company within *our* group of companies in accordance with these *terms and conditions* and arising from such acts or omissions.
- 24.2 To the extent allowed by law and *FCA rules*, we do not accept liability:
- 24.2.1 for any or all losses, costs, actions, proceedings, claims and demands which may be incurred by or brought or made against *us* arising directly or indirectly from *us* having acted in good faith pursuant to any purported instruction relating to benefit options or nominations and, if not given under the personalised discretionary management service described in of the Investment Management and Dealing Services Terms & Conditions, any purported investment directions;
- 24.2.2 to *you* or any other person entitled to benefit under the *scheme* for any loss that may be incurred as a result of any error by *you*, or by *your financial planner* or any other representative that *you* appoint in transmitting any instruction to *us* other than as a direct result of *our* negligence, wilful default or fraud. Where an instruction is given in terms of the Investment Management and Dealing Services Terms & Conditions, this will be subject to the details set out in section 19;
- 24.2.3 for any instruction or investment direction sent by *you*, *your financial planner*, representatives or agents, but not received by *us*;
- 24.2.4 for any failure or delay in implementing any instruction or investment direction which is caused by circumstances beyond *our* reasonable control, including but not limited to acts of God, fires, strikes, terrorism, power failures, intervention by exchanges or regulators, court orders, failure or error of any equipment, telecommunications, intermediary, exchange, counterparty product provider or bank; and,
- 24.2.5 for default or any losses whatsoever caused by any third parties, nominees, other custodians, banks or authorised institutions which hold any assets including, but not limited to, insurance company unit-linked funds, stocks and shares, unit trusts, Open-Ended *Investment Companies* (OEICs) and investment trust companies and cash for the purpose of *your individual fund*.
- 24.3 In accepting these *terms and conditions*, *you* agree to indemnify *us* against all reasonable costs, claims, expenses, tax charges, demands and losses whatsoever that we may suffer or incur in performing *our* duties under these *terms and conditions* or carrying out *our* lawful duties and responsibilities in relation to *you*, except to the extent the same arise from the direct result of *our* negligence, wilful default or fraud.

25. DATA PROTECTION

- 25.1 All personal information provided by *you* and/or *your financial adviser* will be treated in accordance with (a) the Data Protection Directive 95/46/EC and ePrivacy Directive 2002/58/EC as implemented by countries within the EEA, (b) from 25 May 2018, the General Data Protection Regulation, and/or (c) other laws that are similar, equivalent to or that are intended to implement, amend, or replace, the laws that are identified in (a) and (b) above (the "Data Protection Legislation").
- 25.2 Personal data is information which directly or indirectly identifies *you*. We at Investec Wealth & Investment Limited are committed to processing *your* personal data in accordance with EU data protection laws. For the purposes of EU data protection laws, Investec Wealth & Investment Limited is the data controller.

It may be necessary for *you* to give *us* personal data so that we can provide *you* with the requested products and services, fulfil any contractual relationship with *you*, inform *you* of *our* services, comply with *applicable laws*, regulations and/or codes of practice and for the other purposes as set out in this notice where in *our* legitimate interests.

25.3 Collecting *your* personal data

We may collect *your* personal data in a number of ways, including from:

- *you*, for example, when *you*:
 - o apply for and use *our* products and services;
 - o call *us*, we will monitor and/or record *your* telephone calls;
 - o enter into any *agreement* with *us*;
 - o contact and interact with *us*;
 - o ask *us* to contact *you*;
 - o attend events, participate in surveys, prize draws or competitions
- someone else for example, if a person applies for a joint account with *you* they may share *your* personal data with *us* or if *you* are a stakeholder in or manager of a business, and the business applies for products or services or enters into an *agreement* or interacts with *us*, we may obtain personal data about *you* to carry out checks against the business;
- third parties such as credit reference agencies, fraud prevention agencies, financial advisors, introducers research and data analysis partners;
- public sources - for example, Companies House.

25.4 What personal data we collect

Types of information we may collect includes:

Type of information	Examples of information
Personal details	<ul style="list-style-type: none"> • date of birth; • contact details; • nationality; • tax details; • employment details; • regulatory history (where applicable).
Financial information	<ul style="list-style-type: none"> • income and outgoings; • assets and liabilities; • bank details; • account information and history; • account activity; • credit history and information (where applicable); • shareholdings (where applicable).
Information we have from <i>our</i> dealings with <i>you</i> or from anyone acting on <i>your</i> behalf	<ul style="list-style-type: none"> • recordings of telephone calls with <i>us</i>; • records of <i>our</i> interactions/correspondence with <i>you</i>; • details of <i>your</i> transactions.
Sensitive personal data (<i>we</i> will only collect this with <i>your</i> explicit consent or where the processing is specifically authorised by a regulatory body or required by law)	<p>Including but not limited to the following:</p> <ul style="list-style-type: none"> • biometric data, such as voice or fingerprint information; • religious beliefs; • sexual orientation; • political affiliation; • race and ethnicity.

25.5 If *you* give *us* information about somebody else

You must make sure that if *you* give *us* personal data about someone else, *you* should have a lawful basis for doing so, for example, *you* have their consent to share personal data with *us*. Where applicable, *you* should ensure they read this Data Protection Notice and understand how *we* will use and disclose their information, in the ways described in this Data Protection Notice.

25.6 How *we* may use *your* personal data

We may use *your* personal data for reasons including but not limited to the following:

- to verify *your* identity;
- to verify the accuracy of the data *you* have provided to *us*;
- to provide products and/or *services* requested by *you*;
- to manage *your* accounts;
- to manage any contractual relationship with *you*;
- to make credit decisions (where applicable);
- to trace and recover debts;
- to detect and prevent fraud and money laundering;
- to administer surveys, prize draws or competitions;
- to manage events;
- to conduct analysis and market research, for example, to identify trends in the use of *our* products and *services* so that *we* can:
 - o improve the products and *services* *we* provide to *you*;
 - o improve *our* business;
 - o keep *you* up to date with relevant products and *services*;
- to comply with applicable laws, regulations and/or codes of practice;
- to support research and analytics that assist *us* in marketing *our* products and *services*.

25.7 How *we* will use *your* personal data to make automated decisions

25.7.1 Detecting and preventing fraud

We use real time fraud detection systems to help *us* to identify whether *your* account may be being used fraudulently. These systems make automated decisions for *us* and take account of information such as fraud patterns. *Your* personal data may be used to make these decisions. For example, fraudulent activity may be suspected where there is unusual activity on *your* account. If *we* suspect a risk of fraud, *we* may stop any activity on the account, or refuse access to the account. *You* have the right to object to an automated decision, and ask for someone to review the decision.

25.8 How we may disclose *your* personal data

We may disclose certain personal data as follows:

- to other affiliates in the Investec Group. Investec Group consists of Investec Bank plc (a company registered in the *UK*) and Investec Limited (a company registered in South Africa) and any of their direct or indirect subsidiaries and/or holding companies;
- to *our* professional advisors, receivers and administrators (where applicable), and service providers (including for example, information technology systems providers) who may help *us* provide products or *services*;
- to courts, governmental and non-governmental agencies, regulators and ombudsmen;
- law enforcement agencies;
- relevant tax authorities;
- to any relevant third party in the course of an acquisition, sale, transfer, reorganisation or merger of parts of *our* business or *our* assets;
- as required or permitted by law or regulation, where *we* are under a duty to disclose or share *your* personal data in order to comply with any legal obligation or to protect the rights, property, or safety of the Investec Group, *our* clients, or others;
- where *you* have been introduced to *us* by an introducer (e.g. an independent *financial adviser*), unless *you* have told *us* not to, *we* will inform the introducer of the outcome of the enquiry including whether *we* have agreed to provide *you* with the relevant product or service;
- to credit reference agencies (CRAs). See CRA section below;
- to fraud prevention agencies (FPAs). See FPA section below.

You may also ask *us* for details of the CRAs and FPAs *we* have used for *your* searches. If there are any errors in the information *we* hold about *you*, please tell *us* so *we* can correct the information *we* hold about *you*.

25.9 Credit Reference Agencies (CRAs)

In order to process *your* application, *we* may perform credit checks (where applicable) and identity checks on *you* with one or more credit reference agencies (“CRAs”).

To do this, *we* will supply *your* personal information to CRAs and they will give *us* information about *you*. This will include information from *your* credit application and about *your* financial situation and financial history (where applicable). CRAs will supply to *us* both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- verify the accuracy of the data *you* have provided to *us*;
- assist in the prevention of criminal activity, fraud and money laundering;
- manage *your* account(s);
- trace and recover debts.

We may continue to exchange information about *you* with CRAs while *you* have a relationship with *us*.

When CRAs receive a search from *us* they will place a search footprint on *your* credit file that may be seen by other firms.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and *your* data protection rights with the CRAs are explained in more detail at each of the three CRAs websites – visiting any of these three links will take *you* to the Credit Reference Agency Information Notice (CRAIN document):

- Call credit www.callcredit.co.uk/crain;
- Equifax www.equifax.co.uk/crain;
- Experian www.experian.co.uk/crain.

25.10 Fraud Prevention Agencies

FPAs use *your* personal data to prevent fraud and money-laundering and to verify *your* identity. If fraud is detected, *you* could be refused certain *services*, finance or employment.

Further details of how *your* information will be used by *us* and these fraud prevention agencies, and *your* data protection rights, can be viewed at https://www.investec.com/en_gb/legal/UK/Fraud-Prevention-Notice.html

25.11 Transfer of Personal Data Outside the European Economic Area (“EEA”)

We may transfer *your* personal data to recipients who may carry out *services* on *our* behalf (including affiliates in the Investec Group) located in countries outside of the EEA, including South Africa. If *we* transfer *your* personal data to such a country, *we* will take all necessary steps to ensure *your* data is protected to an equivalent standard as within the EEA.

25.12 *Your* Rights

You have the right to:

- request access to *your* data and information and about how it is being used;
- request rectification or erasure of *your* personal data;
- request restriction of processing or to object to processing of *your* personal data; and
- request data portability i.e. to request the transfer of personal data from one data controller to another.

If *you* wish to exercise any of these rights or withdraw consent to use *your* personal data *you* should contact the Data Protection Officer as described below. *You* also have the right to lodge a complaint about the processing of *your* personal data with *your* local data protection supervisory authority (in the *UK*, the Information Commissioner’s Office).

25.13 Marketing

We may contact *you* periodically to provide information regarding events, products, *services* and content that may be of interest to *you* and to invite *you* to participate in market research. If applicable law requires that *we* receive *your* consent before *we* send *you* certain types of marketing communications, *we* will only send *you* those types of communications after receiving *your* consent. Where this information is provided electronically *we* may track *your* response, for example which emails *you* open.

If *you* wish to stop receiving marketing or market research communications from Investec Wealth & Investment Limited *you* can click on the unsubscribe link in the marketing communication or contact the Data Protection Officer as described below.

25.14 Security and Data Retention

We will take steps to protect *your* personal data against loss or theft, as well as from unauthorised access, disclosure, copying, use or modification, regardless of the format in which it is held. Subject at all times to applicable laws, we will retain *your* personal data for a period of at least 7 years from the end of the relationship to enable us to fulfil *our* record keeping obligations.

25.15 Prospective Clients

Please contact the Data Protection Officer using the details below for further information regarding data retention periods.

25.16 Changes to this Data Protection Notice

We may revise or supplement *our* Data Protection Notice from time to time to reflect for example, any changes in *our* business, law, markets, or the introduction of any new technology. We will publish the updated Data Protection Notice on *our* website at:
www.investecwin.co.uk/data-protection-notice

25.17 Enquiries, Requests or Concerns

All enquiries, requests or concerns regarding this Notice or relating to the processing of personal data, should be sent to the Data Protection Officer using the following contact details: Investec Wealth & Investment Limited, 30 Gresham Street, London, EC2V 7QN, United Kingdom or email Data.Protection@investecwin.co.uk

DEFINITIONS

“**Act**” means the Financial Services and Markets Act 2000, as amended;

“**Adviser charge**” means a charge agreed between you and your *financial planner* for providing you with

- advice about an *individual fund*
- administration and implementation services related to investment of and decisions about an *individual fund*

the payment of which you have instructed us in writing using the form we provide for this purpose to facilitate from the individual fund.

“**Agreement**” is made up of, where applicable:

- (a) These *SIPP Terms and Conditions for Investment Management and Dealing Services*.
- (b) The *Client Agreement* for the relevant service agreed between us.
- (c) Our Rate Card which details our charges.
- (d) The *Commencement Letter* (for discretionary managed customers and advisory investment managed customers only).
- (e) Any other document or letter for additional services as agreed between us which states in it that it forms part of our *Agreement*.
- (f) Any other letter or document that we may provide to you under the *FCA's Conduct of Business Rules* that is stated by us to constitute part of the *Agreement* in accordance with section 25 (Changes) of the *Investment Management and Dealing Services Terms & Conditions*.

“**Client agreement**” means form CAL for *IW&I SIPP* agreed between you and us

“**Commencement Letter**” means for discretionary managed customers, the letter sent to you by us confirming your initial cash position and portfolio composition and which sets out the date upon which this *Agreement* comes into force and we shall begin to manage or advise upon your assets;

“**Custodian**” means the appointed firm responsible for safekeeping of our clients assets on our behalf, as defined in the *FCA Handbook of rules and guidance*. Such definition is available from us on request or can be found on the *FCA's website* (www.fca.gov.uk);

“**Dependant**” means, in relation to a member, a person falling within any of the following categories at the date of their death:

- the member's wife, husband or civil partner;
- any child of the member who has not reached the age of 23 (any pension to a child will cease on the child's 23rd birthday unless the child is also dependent or mutually dependent on the member because of physical or mental impairment);
- any child of the member who has reached the age of 23 and in our opinion is dependent on the member because of physical or mental impairment; or
- any other individual who in our opinion is financially dependent on the member, or who is in a mutually dependent financial relationship with the member or is dependent on the member because of physical or mental impairment.

“**Drawdown pension**” means taking regular amounts as income directly from an *individual fund* instead of buying an annuity contract from an insurance company. The part of the *individual fund* allocated for paying *drawdown pension* remains invested so its value can go up and down. The amounts you can take as “income” are subject to maximum limits set by the *Finance Act* and are reviewed regularly.

“**Eligible complainant**” means as defined in the *FCA Handbook of rules and guidance*. Such definition is available from us on request, can be found on the *FCA's website* (www.FCA.gov.uk) and/or can be found on our website: www.investecwin.co.uk

“**Eligible Recipient**” in relation to a member or *survivor* means:

- (i) his relatives, as defined in the *rules*;
- (ii) his *dependants* (meaning, in the case of a *survivor*, any individual who would be a *dependant* if the *survivor* were a *member*);
- (iii) any person nominated for this purpose by him;
- (iv) any person entitled under his will to any interest in his estate;
- (v) his personal representatives (but not if any payment to them would then pass as *bona vacantia*); and
- (vi) (in relation to a *survivor*) any *eligible recipient* of the relevant *member*.

“**FCA**” means the Financial Conduct Authority or any successor organisation;

“**FCA Rules**” means the *FCA Handbook of rules and guidance*;

“**FCSC Compensation Scheme**” means the *UK's* statutory compensation scheme for customers of authorised financial services firms. This means that *FSCS* can pay compensation if a firm is unable, or likely to be unable, to pay claims against it.

“**Finance Act**” means the *Finance Act 2004* as amended from time to time.

“**Financial planner**” means

- the individual or firm named as your *financial planner* in your *SIPP* application form or
- any successor that you appoint, for the time being, in writing using our form for this purpose [and whose appointment we accept].

“**FCA**” means The Financial Conduct Authority or any successor organisation.

“**HMRC**” means Her Majesty's Revenue & Customs.

“**Individual fund**” means the net value of the investments and money held for each arrangement we have with you, after deduction of any costs, charges and liabilities. Section 4 explains “arrangements” and how we attribute investments and money of the *scheme* to each arrangement.

“**Investment**” means any investment that falls within the regulatory regime established under the *Act* for which we are authorised by the *FCA* to conduct investment business in;

“**IW&I**” means Investec Wealth & Investment, incorporated in England under number 2122340, authorised and regulated by the Financial Conduct Authority. A member firm of the London Stock Exchange;

“**Lifetime Allowance**” means the limit to which the value of all of your pension arrangements can grow without incurring tax charges.

Definitions

“**Lifetime annuity**” means an annuity contract purchased from an insurance company, which provides an income for life.

“**Member**” means an individual who has been granted membership of the *scheme* and who has not subsequently left the *scheme*.

“**Minimum income requirement**” means the minimum income requirement under paragraph 14A of Schedule 28 of the Finance Act 2004.

“**Nominated Person**” means any person listed in the appropriate section of the *Client Agreement* or notified to us in accordance with Section 20 of these *Terms and Conditions* as being nominated to issue instructions to us on your behalf;

“**Nominee Company**” means one of Rensburg Client Nominees Limited, (incorporated in England under number 2020824); Ferlim Nominees Limited, (incorporated in England under number 01022478); Hero Nominees Limited, or such other entity as we may nominate from time to time. For overseas securities, this means any authorised depository with whom we lodge the securities in the name of ‘our nominee company’, or the company if required;

“**Packaged products**” means retail investment products sold by firms authorised by the *FCA*. *Your financial planner* can give you more information about the types of products that will fit *your* investment aims.

“**Pooled trustee bank account**” means the bank account described in section 10.

“**Provider**” means Investec Wealth & Investment or any successor appointed for the time being in accordance with the *rules*.

“**Rate card**” means the document we provide to *you* setting out the charges applicable to *your individual fund*.

“**Registered office**” means our registered office which may change from time to time, as of 25th May 2018, our Registered Office will change to Investec Wealth & Investment Limited, 30 Gresham Street, London, EC2V 7QN.

“**Registered pension scheme**” means a pension scheme registered under Part 4 of the *Finance Act*.

“**Rules**” means the trust deed and *rules* that establish the *scheme*, as amended from time to time.

“**Schedule of allowable investments**” means the list of investments that are permitted by the Trustee to be held in the Scheme.

“**Scheme**” means the Investec Wealth & Investment SIPP

“**Scheme administrator**” means Investec Wealth & Investment or any successor appointed for the time being in accordance with the *rules*.

“**SIPP schedule**” means the schedule we issue to you that contains the unique reference number we assign to your *SIPP* and other information specific to your *SIPP*, together with any amendments to it.

“**Survivor**” means an *eligible recipient* whose application for *drawdown pension* under section 18 has been accepted by us.

“**Taxation**” means all forms of taxation whether of the *UK* or elsewhere in the world wherever imposed and all statutory, governmental, state, provincial, local government or municipal impositions, duties and levies and all penalties, charges, costs and interest relating thereto;

“**Taxes**” means taxes, duties, imposts and fiscal charges of any nature, whether of the *UK* or elsewhere in the world, including value added taxes and stamp and other documentary taxes;

“**Terms and conditions**” means the *terms and conditions* set out in this booklet, as amended from time to time.

“**The Regulations**” in the case of ISAs refers to the *ISA Regulations*;

“**Transfer Form**” means an official form or forms that are required to effect the registration of an asset from the current name of the holder to another name, for example, to a nominee, Trust or other connected person in accordance with the client instructions and pertaining to all relevant regulatory and lawful purpose;

“**Trustee**” means:

- Investec Wealth & Investment Trustees Limited or any successor appointed for the time being in accordance with the *rules*; and
- any additional *trustee* appointed for the time being in accordance with the *rules*.

“**UK**” means United Kingdom, which is made up of England, Wales, Scotland and Northern Ireland.

“**Unauthorised payment**” means an *unauthorised payment* (as defined in Section 160(5) of the *Finance Act*), which attracts tax charges.

“**Uncrystallised fund**” means, in relation to a *member* only, any part of *your individual fund* that has not been applied towards the provision of any benefit under the *scheme*.

“**We / us / our(s)**” means Investec Wealth & Investment.

“**You / your**” refers to:

- the individual named as member in the *SIPP schedule*; or
- (for a *survivor* who is taking *drawdown pension*) the individual named as survivor in the *SIPP schedule*.

INTRODUCTION

Investment is the mechanism by which a client, in depositing a sum today, expects to generate an increase in value in the future, ideally more than compensating for any loss of purchasing power due to inflation.

This increase can come in the form either of income or capital gain, or a mixture of the two.

A client's desire for the magnitude of this increase in value, and for its division between income and capital, will determine their investment objective.

A client will also have a time horizon, over which they seek to generate this return, and a level of risk which they are prepared to tolerate in its delivery.

In the paragraphs that follow, we outline the different investment management options we offer and indicate how returns, timeframes and risk may vary between them.

We also have the ability to quantitatively assess the risk that clients are willing and able to undertake.

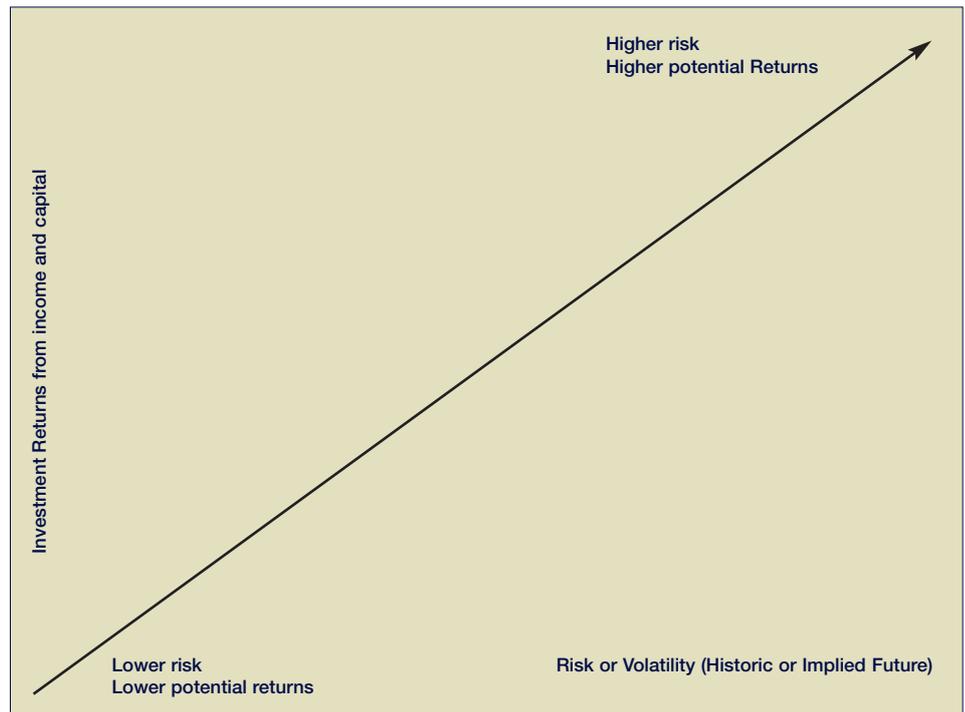
RISK V RETURN ASSESSMENT

Before assessing whether our investment services are suitable for you, we will carry out an information gathering exercise to check the risk that you are willing and able to take. This will take the form of a Financial Questionnaire and a quantitative risk assessment where appropriate.

Following this, we will identify whether one of the investment services outlined overleaf is suitable for you. You should bear in mind that the different services carry different levels of risk and that there is a trade off between a potential return and the risks attached to that service. Low levels of uncertainty (low risk) are associated with low potential returns, whereas high levels of uncertainty (high risk) are associated with high potential returns. According to the risk-return trade off, invested money can render higher profits only if it is subject to the possibility of greater loss. You must be aware of your personal risk tolerance when identifying what you believe is an appropriate portfolio management service. No service is without risk and you need to be aware that investment management services cannot guarantee that you will not lose some of your money. Taking on some risk is the price of achieving returns; and our role is to find an appropriate balance and investment diversification that is suitable for you.

The investment service descriptions overleaf make reference to a "blend of asset classes" which are designed to meet a client's risk tolerance. A portfolio uses a broad range of investments on both a strategic and an opportunistic basis and allocates differing proportions of its assets to different asset classes e.g. bonds, equities, funds; each having a different level of risk. We actively review asset classes in order to ensure that the risks attaching to each service meet your requirements. This is not a static process as some asset classes may become more volatile (and therefore risky) depending on outside influences (e.g. inflation, exchange rates or interest rates).

Simple Risk v Return Scale



Annex 1

How we invest – Investment Service Offerings

Low Risk		
Risk Rating	Investment Service Type	Description
1.	Cash Plus	Capital Preservation in money terms is the over-riding concern. Real returns (i.e. over and above inflation) and income are a secondary concern. Suitable for a short time horizon
2.	Income focus with lower risk	Typically clients would be interested in capital preservation but accept the prospect of a lower total return, than from a medium or higher risk portfolio, and the possibility of a limited loss of capital in order to generate income. Individual income requirements would be considered depending on client circumstances. The blend of asset classes should be towards the lower end of risk/return scale. Suitable for a short to medium time horizon
3.	Balanced with lower risk	Typically clients would be interested in capital preservation but accept the risk of a lower return, than from a medium or higher risk portfolio, and the possibility of a limited loss of capital in order to generate a balanced return from income and capital. Individual income requirements would be considered depending on client circumstances. The blend of asset classes should be towards the lower end of risk/return scale. Suitable for a short to medium time horizon.
4.	Capital Growth focus with lower risk	Typically clients would be interested in capital preservation and would accept a lower return, than from a medium or higher risk portfolio, for a limited loss of capital. Current income requirements are not a primary concern and income generated could be low relative to the value of the portfolio. The blend of assets should be towards the lower end of risk/return scale. Suitable for a medium time horizon
5.	Absolute Return bias with lower risk	Typically clients would have a deeper understanding of more complex asset classes and are willing to accept the potential use of more illiquid assets, such as alternative investments. Clients would be more concerned with capital preservation. This would be more suited to clients with no income requirement and tax considerations are not a significant constraint. The blend of asset classes should be towards the lower end of risk/return scale (depending on individual client's attitude to risk).
Medium Risk		
Risk Rating	Investment Service Type	Description
6.	Income focus with moderate risk	Typically clients would be interested in a higher and more predictable income return whilst expecting lower volatility. Some risk to capital is accepted. These higher income returns would be targeted from a blend of asset classes which should be immediately below the middle of the scale. Suitable for a medium time horizon.
7.	Balanced with moderate risk	Typically clients would target moderate returns expected to be produced from a combination of assets. In return, the volatility of capital is likely to be greater than a lower risk portfolio and income requirements may be considered depending on circumstances. The blend of asset classes would be middle of the risk/return scale. Suitable for a medium time horizon
8.	Capital Growth focus with moderate risk	Typically clients would expect moderate to higher returns to be produced from a combination of assets and in return expect a greater degree of risk to capital. Income requirements are very much a secondary consideration. The blend of asset classes would be immediately above the middle of the scale and may have a larger proportion of more volatile assets. Clients would generally have a longer investment time horizon.
9.	Absolute Return bias with moderate risk	Typically clients would have a deeper understanding or more complex asset classes and are willing to accept the potential use of more illiquid assets, such as alternative investments. The blend of asset classes would be towards the middle of the risk/return scale. This would be more suited to clients with no income requirement and tax considerations are not a significant restraint. Due to the large exposure to alternative investments, this mandate is typically only suitable
High Risk		
Risk Rating	Investment Service Type	Description
10.	Income focus with higher risk	Typically clients should expect higher returns with a preponderance of income and the prospect of a greater degree of capital loss. The concentration of risk is likely to be greater and towards the higher end of the risk/return scale and may have a larger proportion of more volatile assets.
11.	Capital Growth focus with higher risk	Typically clients would expect higher returns accepting a greater degree of risk and capital loss. The preference is for capital return over income, but volatility in both is expected. The concentration of risk is likely to be greater and towards the higher end of the risk/return scale and may have a larger proportion of more volatile assets.
12.	Absolute Return bias with higher risk	Typically clients would have a deeper understanding of more complex asset classes and are willing to accept the potential use of more illiquid assets, such as alternative investments. Clients would be interested in a growth strategy and expect the combination of assets and concentration of risk to be towards the higher end of the risk/return scale. This would be more suited to clients with no income requirement and tax considerations are not a significant constraint. Due to the large exposure to alternative investments, this mandate is typically only suitable for Professional Clients.

DISCLAIMER

This document is intended only to facilitate your discussions with Investec Wealth & Investment as to the opportunities available to our clients. It is not an offer or solicitation to buy or sell any securities. Past performance is not a guide to future performance and the value of investments and the income derived from them can go down as well as up. Future returns are not guaranteed and a loss of initial capital investment may occur. Potential investors should be aware that investments in complex products and investments such as emerging markets, hedge funds, derivatives, commodity funds and private equity funds involve an above average degree of risk. It may be difficult to redeem shares in some alternative investments such as hedge funds within a reasonable timeframe or to obtain reliable information about the value of shares or the extent of the risks to which they are exposed. Investec does not provide tax, accounting, or legal advice to its clients and all investors are strongly urged to consult with their own advisors regarding any potential strategy or investment.

OVERVIEW

Investec Wealth & Investment Limited (IW&I) is the regulated entity of Investec Wealth & Investment Group.

IW&I are a wholly owned subsidiary of Investec Bank plc.

However, Investec Wealth & Investment Group is managed independently of Investec Bank plc and the Investec Group management does not believe that this relationship creates a material conflict of interest.

The main business of IW&I is to manage the investments of and advise private investors, trusts, charities and small pension funds. In addition IW&I provides financial planning services including Inheritance Tax planning, management of a Venture Capital Trust and is the administrator for Self Invested Pension Plans.

IWITL is the trustee of the Investec Wealth & Investment SIPP, providing self invested personal pension schemes for clients.

The following activities and services are not undertaken within the Investec Wealth & Investment Group:

- Corporate finance;
- Finance arrangements
- Market maker;
- investment research (no proprietary research is undertaken – research information is compiled, based on third party research and freely available market information); or
- proprietary trading (except as required on the managers box for unit trusts and error correction).

Therefore the Investec Wealth & Investment Group does not have the potential conflicts of interest that arise from such services and activities.

REGULATION

Under 10.1.10 of the Senior Management Arrangements, Systems and Controls (“SYSC”) FCA Handbook rules we are required to establish, implement and maintain an effective conflicts of interest policy encompassing the firm. The policy should be relevant to the size and complexity of the firm.

This policy details the material conflicts that have been identified and the procedures and measures adopted to manage these conflicts.

In the context of the FCA rules, conflicts of interest are those that arise when the firm is carrying on regulated activities or ancillary services between:

- The firm and a client; or
- A client and another client

SYSC requires consideration of the following aspects when determining whether a conflict of interest is present:

- Will the firm make a financial gain, or avoid a financial loss, at the expense of the client?
- Will the firm have an interest in the outcome of a service provided to the client, or a transaction carried out on behalf of the client, which is distinct from the client's interests in that outcome?
- Will the firm have a financial or other incentive to favour the interest of another client or group of clients over the interests of the client?
- Will the firm carry on the same business as the client?
- Will the firm receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service?

Annex 2

Conflict Policy

The firm incorporates procedures for:

- Identification of conflicts in accordance with SYSC 10.1.3;
- Recording of conflicts in accordance with SYSC 10.1.6; and
- Managing of conflicts in accordance with SYSC 10.1.7.

Material conflicts that have been identified and how they are managed are highlighted in Table 1 below.

Table 1 – Register of Material Conflicts	
Material Conflicts	Procedures and Measures
Investec Wealth & Investment Group employees manage the assets of the Investec Wealth & Investment Group Pension Scheme. There may be a perception that there is a risk that these assets are managed in a more preferential manner than assets of other clients.	Existing internal procedures ensure that all clients are treated at arm's length. The Trustees of the pension scheme oversee the management of the staff pension fund which may be outsourced if desired. Two trustees are appointed by the members themselves.
Employees who recommend or deal on a discretionary basis may select products that are managed within the Investec Group. This could be perceived to be inappropriate unless done for the benefit of the client. In addition, Investec shares are traded. These may result in increased revenues or share price for the Group. We will at times be invited to participate in voting that relates to Investec shares. This may result in the perception that the Investec Wealth & Investment Group is acting in the company's and not the client's best interest.	An approved list of recommended products is created by the collective committee established to review products in the market. The Investec funds will only appear on this list if the performance is comparable to peer products. There are effective Chinese walls in place between the Investec Group and its subsidiary companies which should not affect the ability of Investec Wealth & Investment Group to advise on Investec shares or effect the way in which we vote. We will only vote when required to do so and if a conflict does arise we may abstain from voting. In some cases, we may not be able to advise on or use our discretion to transact shares in companies in which the Investec concert party (of which Investec Wealth & Investment Group is a member) hold close to 30% of the issued share capital.
Investec Wealth & Investment Group employees may undertake personal account dealing. There is a risk that the timing of personal deals could benefit employees to the detriment of clients.	A full Personal Account Dealing Notice is in place and employment terms and conditions require adherence to documented procedures. This procedure includes prenotification of the deal. When insufficient liquidity exists client orders will be prioritised ahead of Investec Wealth & Investment Group employees' transactions.
Investec Wealth & Investment Group employees may act in more than one capacity for clients or the firm. This could mean that they act in a way that may be beneficial to the firm's revenues at the expense of the client's interests.	Employment terms and conditions require an employee to disclose all business interests. These activities must not interfere or conflict with the duties of Investec Wealth & Investment Group employees. A record of potentially conflicting duties is maintained to ensure that appropriate procedures are in place to manage such occurrences.
Employees of the Investec Wealth & Investment Group may receive gifts, hospitality or benefits from outside of the Investec Group. There is a risk that these may influence the behaviour of the employee or the firm to the detriment of clients or the Group.	A Gifts and Inducement Policy is in place to which Employees are required to adhere. A Gifts Register is maintained that is periodically reviewed by compliance.
IW&I may receive trail commission and other benefits from product providers. There is a risk that these may unduly influence the investment decision to the detriment of the client.	The product will normally be included within the approved list of collective investments that is created by a committee, based on performance, amongst other considerations. Where funds are purchased on behalf of clients which do not appear on the recommended list, investment managers must document why the transaction and product is in the best interests of their client. The company policy is to buy institutional units (which do not attract trail commission). Commission agreements are not disclosed to those that select products or services on behalf of the client. Therefore the selection of investments, on behalf of clients, will not be influenced by these factors.
Independent advisors within the company may decide to refer clients internally for other services provided by the Investec Group. There is a risk that this could be detrimental to the clients if the services are better provided externally to the Group	Advisors must consider whether the service being provided is suitable and meets the required standards and criteria. Factors considered include service quality and charging structure.

ADVISING ON PACKAGED PRODUCTS

1. The Financial Conduct Authority's Regulation
- Under the Financial Conduct Authority's (FCA) regulatory framework, firms are bound by various regulatory requirements. Article 26 of the Committee of European Securities Regulator's paper 'Inducements under MiFID – Recommendations' states that "where a portfolio management firm charges a fee and receives trail commission then this position is not altogether prohibited so long as it does not impair the firm's duty to act in the best interest of its client".
- In interpreting this article, the FCA have stated that "where an investment management firm provides investment advice or general recommendations which are not biased as a result of the receipt of commission, then the advice should be considered as having met the condition of being designed to enhance the quality of the service to the client".

2. Our Duty Of Care To You
- When advising you on the purchase of packaged products (normally unit trusts OEICs or other investment funds, referred to as "collective investments") we may receive trail commission from the fund managers. We believe that this does not impair our duty to act in your best interests because our advisers are not aware as to the amounts of commission that we will receive at the point of making their recommendation.
- The following tables outline the maximum trail commissions that we may receive.

Table 1 – Commission if you invest monthly

Products	Example term or age	Comparison of costs	Examples based on £100 per month
	Income focus with moderate risk	Our maximum	This shows the maximum costs of our sale and advice for amonthly investment or premium of £100, ignoring any changes in fund value
Savings and Investments			
Collective Investments	Any	Any 3% of the first 12 months' payments plus 0.75% of your fund value each year from year 2	£36.00 initially plus £18.00 in year 2 £27.00 in year 3, and so on (The actual amount in later years will vary in line with your fund value)

Table 2 – Commission if you invest a lump sum

Products	Example term or age	Comparison of costs	Examples based on £100 per month
		Our maximum	This shows the maximum costs of our sale and advice for a lump sum investment of £10,00000, ignoring any changes in fund value
Savings and Investments			
Collective Investments	Any	3% of the amount you invest plus 0.75% of your fund value each year from year 2	£300.00 plus £75.00 each year from year (The actual amount in later years will vary in line with your fund value)

Bath	01225 341580	Edinburgh	0131 226 5000	Liverpool	0151 227 2030
Belfast	02890 321002	Exeter	01392 204404	London	020 7597 1234
Birmingham	0121 232 0700	Glasgow	0141 333 9323	Manchester	0161 832 6868
Bournemouth	01202 208100	Guildford	01483 304707	Reigate	01737 224223
Cheltenham	01242 514756	Leeds	0113 245 4488	Sheffield	0114 275 5100

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