

# Terms and Conditions of the Cofunds Platform

## Version 0210

Issued and approved by Cofunds Limited, 1st Floor, 1 Minster Court, Mincing Lane, London EC3R 7AA.  
Registered in England and Wales No.3965289. Authorised and regulated by the Financial Services Authority (FSA) under FSA  
Registration No. 194734.

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The Terms and Conditions of the Cofunds Platform are divided into 5 sections. You should read Section A and the Definitions in addition to the specific section relevant to the product you have chosen to invest in.

# Definitions

These definitions apply to the following sections in the Terms and Conditions of the Cofunds Platform:

## A – Terms and Conditions of Cofunds Platform Services

## B – Investment Funds Customer Agreement

## C – Cofunds Investment ISA Terms and Conditions

## D – Customer Agreement for the Cofunds Pension Account

Except where the context requires otherwise, the following expressions have the meanings set out below:

**Account:** The account that we open in your name to record investments that you make through the Cofunds Platform.

**Administration Address:** Cofunds Limited, PO Box 1103, Chelmsford CM99 2XY.

**Adviser:** A person authorised by the FSA to conduct investment business, including acting as a financial adviser.

**Application:** An application completed by you or on your behalf to invest in the Account through an ISA, Investment Funds or the Cofunds Pension Account.

**Assets:** Investments, income, interest, cash balances and any other rights and entitlements from time to time held within your Account.

**Bank:** The bank or banks appointed from time to time by Cofunds to provide banking services to the Cofunds Platform. Full, up to date details of the banks with which money is held can be obtained by contacting your Nominated Adviser or visiting the Cofunds website at [www.cofunds.co.uk/docs/cofundsrates.pdf](http://www.cofunds.co.uk/docs/cofundsrates.pdf).

**Business Day:** Any day when the London Stock Exchange is open for business.

**Cash Reserve:** A Client Account within your ISA used solely for money destined for eventual investment in one or more of the Funds offered by Cofunds.

**Client Account:** A bank account held by us with the Bank, which is only used to hold client money.

**Cofunds Cash Account:** An interest paying Client Account.

**Cofunds Client Reference:** The number assigned to the account we hold in your name to record investments you make through Cofunds.

**Cofunds Pension Account:** A personal pension arrangement under the Suffolk Life Appropriate SIPP scheme, a registered pension scheme.

**Consolidated Income Account:** A Client Account which temporarily holds distributions pending payment to your Nominated Bank Account.

**Current Year Account:** A separate ISA containing only Assets representing your subscriptions made in the current Year.

**Dealing Cut-off Time:** The time by which an instruction needs to be processed in order to be placed at the next Valuation Pricing Time.

**Fund(s):** An authorised unit trust, recognised scheme or open-ended investment company (or sub-fund thereof) we specify as available for investment within your Account.

**FSA:** The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

**Income:** All payments received as income including any tax payments we reclaim for your Account.

**ISA:** An Individual Savings Account managed under the ISA Regulations.

**ISA Manager:** Cofunds Limited, acting in its capacity as manager of your ISA.

**ISA Regulations:** The Individual Savings Account Regulations 1998, as amended, supplemented and modified from time to time.

**Joint Holders:** A maximum of four persons who can invest in the same investment.

**Monies:** Any client money held within the Cofunds Cash Account, Pension Trading Account, Consolidated Income Account and Cash Reserve for the purposes of future investment into and withdrawal from Funds.

**Nominated Bank Account:** A UK bank or building society account of yours which is associated with your Account at Cofunds as in section A.3 (see page 5).

**Nominated Adviser:** An Adviser nominated by you, who is authorised by you to give instructions on your behalf on all matters concerning your Account. You may or may not have consulted with this Adviser for advice and may deal with them on an execution only basis.

**Nominee:** A wholly owned subsidiary of Cofunds Limited which acts as a nominee company and for which we accept full responsibility.

**Ombudsman:** The Financial Ombudsman Service who may be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**Pension Trading Account:** A Client Account through which you can hold Monies within the Cofunds Pension Account.

**Platform Account Reference:** The number assigned to your Cofunds Cash Account used for payments into and out of the Cofunds Cash Account.

**Primary Holder:** The first named applicant on a Cofunds Application form.

**Registered Office:** Cofunds Limited, 1st Floor, 1 Minster Court, Mincing Lane, London EC3R 7AA.

**Regular Investment Instruction:** An instruction that will automatically invest contributions paid into the Cofunds Cash Account into Investment Funds and/or Cofunds Investment ISA on the Cofunds Platform.

**Suffolk Life:** Suffolk Life Pensions Limited who provides, operates and administers the Cofunds Pension Account.

**Standing Investment Instruction:** An instruction that will automatically invest contributions paid into the Pension Trading Account into Funds on the Cofunds Platform.

**Terms:** These Terms and Conditions, as from time to time amended, together with your Application. The Terms and Conditions will take precedence if the two differ.

**Units:** Units or shares of any class in a Fund, including any fractions or decimals of units.

**Valuation Pricing Time:** The time set by the fund managers, when the Fund is valued and the price of units set.

**We, us and our:** Cofunds Limited ("Cofunds").

**Year:** A year beginning on 6 April and ending on the following 5 April. This is commonly known as the tax year.

**You and your:** A person (including trustees, a company and any other legal entity) who invests in an Account through Cofunds.

## A. Terms and Conditions of Cofunds Platform Services

These Terms and Conditions, together with whichever may be applicable of the Investment Funds Customer Agreement, Cofunds Investment ISA Terms and Conditions and the Customer Agreement for the Cofunds Pension Account, set out the legal agreement that applies to your investment through the Cofunds Platform.

### A.1 Our Role

#### 1.1 General

Cofunds provides facilities for investing in Funds from a range of different providers and for keeping track of your investment.

You can use Cofunds to invest in Funds directly or through the Cofunds Investment ISA or the Cofunds Pension Account. Within each product you can make additional investments, switch Funds and (where permitted under tax legislation) arrange to receive regular income from your investments.

Cofunds complements the service provided by your Nominated Adviser, who is responsible for all advice and financial planning services that you require. Cofunds does not review your portfolio and does not give advice about investments.

All transactions through Cofunds, and all reporting by Cofunds on your investments, are arranged through your Nominated Adviser or through online access to Cofunds, where available.

#### 1.2 Address

Correspondence about our service should be sent to the Administration Address.

#### 1.3 Information required by Cofunds

You must give us all information which we reasonably request to manage your Account and tell us promptly if you change your permanent residential address or wish to change your Nominated Bank Account or Nominated Adviser.

#### 1.4 Regulation

We are authorised and regulated by the FSA for investment business. Our FSA registration number is 194734 and you can check this on the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

#### 1.5 Client Classification

We classify you as a "retail client" under FSA rules. This means you'll receive the highest level of regulatory protection available under those rules.

## A.2 Opening an Account with Cofunds

### 2.1 Making your Application

You set up your Account with Cofunds by completing and signing the relevant application forms and submitting them (with payment, if applicable) to us directly or through your Nominated Adviser. We will inform you or your Nominated Adviser promptly if there are any problems with your Application or, alternatively, that your Application has been accepted.

### 2.2 Cheques

All payments by cheque must be made payable to Cofunds Limited and must be drawn on an account in your name or a joint account on which you are one of the joint account holders. In the case of contributions to the Cofunds Pension Account, we will accept a cheque drawn on your employer's account. For building society cheques, your name must appear on the front of the cheque (e.g. Cofunds Limited: A.B Smith) or on the back accompanied by the building society's official stamp and signature.

### 2.3 Initial investment

Your initial investment(s) will be made in accordance with your Application. Please see section A.4 of these Terms for further details of how money is invested. We will also set up any arrangements for regular investments or regular withdrawals that you request in your Application. Any Monies which we do not have immediate instructions to invest will be held in one or more Client Accounts as explained in the next section of these Terms.

## A.3 Cofunds Client Accounts

### 3.1 Client Accounts

We deposit all Monies that we hold for you in one or more Client Accounts that we maintain specifically for you or for our clients generally. We do not currently pay interest on Monies held in the Client Accounts that we maintain for our clients generally, but we reserve the right to do so in the future. We keep all Monies that we hold in a Client Account separate from our own money and hold it under trust with the Bank.

### 3.2 Client Accounts that we maintain specifically for you

When you open an Account for your investments with Cofunds, we also open a Cofunds Cash Account for you, which is a Client Account maintained specifically for you. Similarly, when you open an ISA with Cofunds, you can instruct us to open a Cash Reserve for you; and when you open a Cofunds Pension Account, we open a Pension Trading Account for you. The Cash Reserve is a Client Account maintained specifically for you to hold Monies within your Cofunds Investment ISA. The Pension Trading Account is a Client Account maintained specifically for you to hold Monies within your Cofunds Pension Account. Each of these Client Accounts pays interest.

Where you request us to pay Consolidated Income from your investments, we will open a Consolidated Income Account for you. This is an interest bearing Client Account maintained specifically for you and used solely for the purpose of collecting income received from your investments and paying that income to you at regular intervals.

### 3.3 Interest

The rate of interest payable on the Cofunds Cash Account, the Cash Reserve, the Pension Trading Account and the Consolidated Income Account will fluctuate in line with the Bank of England's base rate, which is published in newspapers and at [www.bankofengland.co.uk](http://www.bankofengland.co.uk). If the total amount of interest accruing on the Cofunds Cash Account or Pension Trading Account in any month is £1 or less, no interest will be credited to that account for that month. Interest on the Cash Reserve is payable every six months. If interest earned in any accrual period is less than £10, no interest will be credited to your Cash Reserve. Details of Cofunds current interest rates can be found at: [www.cofunds.co.uk/docs/cofundsrates.pdf](http://www.cofunds.co.uk/docs/cofundsrates.pdf)

Cofunds will receive interest from the Bank with which each Client Account is held and will be entitled to retain that interest. Details are available on request by writing to Cofunds at our Administration Address.

### 3.4 Taxation

Interest received on the Cofunds Cash Account or the Consolidated Income Account is taxable. It is paid net of 20% tax so basic-rate taxpayers have no further tax to pay on it. Higher-rate taxpayers will have an additional tax liability. Tax treatment will depend on your individual circumstances and may change in the future.

Individuals who qualify for the 10% starting tax rate on savings can reclaim tax by completing Form R40. Non-taxpayers can register to receive interest without tax deducted by completing Form R85 (Forms R40 and R85 should be available from your Nominated Adviser or the HM Revenue & Customs website [www.hmrc.gov.uk](http://www.hmrc.gov.uk)). When the forms are sent to us, you must quote the relevant Platform Account Reference.

Interest received on the Cash Reserve and the Pension Trading Account is not normally taxable. However, interest received on the Cash Reserve is subject to a HMRC flat-rate charge of 20%.

### 3.5 Nominated Bank Account

Your Nominated Bank Account is a UK bank or building society account of which you are a named holder and which you specify. Your Nominated Adviser can verify that the account belongs to you and provide confirmation to Cofunds. You can then make payments to Cofunds and receive payments from Cofunds through this account.

You may have only one Nominated Bank Account with Cofunds at any given time. It must be a bank or building society account held with a branch in the United Kingdom and held in your name.

If paying Monies into the Cash Account from your Nominated Bank Account, you must quote your Platform Account Reference. Your Nominated Bank Account can also be used to receive income from your investments. If you are only using your Nominated Bank Account to receive income, we do not require verification.

Once your Nominated Account has been verified, it can be used to transfer Monies to and from your Cofunds Cash Account. Cofunds will normally process your transfer instruction within one Business Day of receipt.

You can instruct us at any time to change your Nominated Bank Account. If you provide us with new bank or building society account details we will update our records and replace your Nominated Bank Account. Subject to completing any necessary checks, we will make this change within five Business Days of receipt of your instruction.

### 3.6 Deposit Protection

Cofunds maintains its Client Accounts with a range of selected leading banking institutions. For more information on the Banks currently selected by Cofunds, please contact your Nominated Adviser or visit the Cofunds website at [www.cofunds.co.uk/docs/cofundsrates.pdf](http://www.cofunds.co.uk/docs/cofundsrates.pdf).

If one of those Banks fails or becomes insolvent you may not be able to recover all the Monies deposited in the Client Account(s) that we maintain for you. However, you may be entitled to claim compensation under the Financial Services Compensation Scheme on up to £50,000 of loss. The level of compensation will be reduced if you already hold an account with the Bank.

### 3.7 Dormant balances

If there have been no transactions in a Client Account that we maintain for you, for a period of at least six years (other than routine charges, interest and similar items), we may write to you and your Nominated Adviser at your last known addresses informing you of our intention to cease treating that balance as client money. You will have 28 days to make a claim for the Monies held on your behalf, after which they will lose the protection of being held in a separate Client Account. However, we will still pay what is due to you if you subsequently claim payment.

## A.4 Dealing in investments through Cofunds

### 4.1 Reviewing and/or changing your Investments

At any time when you wish to make an additional investment into your Account, or switch existing investments between Funds, or change the existing arrangements that apply to your Account, you should instruct your Nominated Adviser who will make the necessary arrangement with Cofunds.

Your Nominated Adviser may provide you with the ability to carry out some transactions and/or check information for yourself using online tools provided through the internet. Please refer to your Nominated Adviser for details.

### 4.2 Cofunds Cash Account

When Cofunds is instructed to use Monies from your Cofunds Cash Account to pay for an investment, Cofunds will check whether there are sufficient Monies in the account and that the investment is to be held in the same name or names as the Cofunds Cash Account. If the amount available is not sufficient or the holders are not the same, Cofunds will not process your instruction and will notify your Nominated Adviser accordingly.

### 4.3 Regular Investments into ISAs and Investment Funds

You can give instructions at any time to start regular monthly investments into your Cofunds Investment ISA or your Cofunds Investment Funds Account, or to change an existing arrangement for regular investments.

If your Nominated Adviser has verified that the bank or building society account you wish to make monthly payments from belongs to you, then your first monthly subscription can be made by direct debit.

For applications received up to the last day in any month, the first direct debit collection will be made on or just after the 25th day of the following month.

If your Nominated Adviser has not verified your bank or building society account as belonging to you, you will need to send your first monthly subscription by cheque, drawn on the same account as the one from which direct debits will be paid. Thereafter, Cofunds will automatically collect payments on or just after the 25th day of each month.

For regular contributions into the Cofunds Pension Account, please see sections D.3 and D.4 of these Terms.

### 4.4 How your money is invested

When you instruct Cofunds to buy, switch or sell investments on the Platform, Cofunds will place a corresponding deal with the fund manager of the relevant Fund(s).

Units in your chosen Funds are bought, sold and switched directly through the fund manager. The fund manager sets Unit prices at a specific 'Valuation Pricing Time' each Business Day. The 'Dealing Cut-off Time' is the time by which Cofunds must receive an instruction in order to be able to place an order with the fund manager before the next Valuation Pricing Time. Valuation Pricing Times and Dealing Cut-off Times can vary from Fund to Fund.

Cofunds normally buys and sells Units in Funds at the next available Valuation Pricing Time following receipt of your instruction, providing the relevant Dealing Cut-off time is met. (In a busy period, the purchase may be deferred to the next practicable opportunity.)

If you make regular monthly investments into your Cofunds Account, each investment will be made at the next available Valuation Pricing Time following receipt by Cofunds of your monthly payment.

If you have chosen to reinvest income into a Fund and subsequently sell or switch your entire holding in that Fund, then any residual income received after that transaction will be reinvested into the Fund in which you have the largest holding in the relevant part of your Account.

### 4.5 Income and Accumulation Units

Units in a Fund can be income units/shares, which pay distributions of income to the holder, or accumulation units/shares, which reinvest all income back into the Fund. If you do not complete the income section in your Application or other instruction to invest and do not specify whether you want income or accumulation Units, Cofunds will invest in accumulation Units where available, and otherwise will invest in income Units and arrange for any income generated to be reinvested back into the Fund.

If you request accumulation Units and these are not available, Cofunds will purchase income Units and arrange for any income generated to be reinvested into the Fund. If you request income Units and ask to have income reinvested, but income Units are not available, Cofunds will purchase accumulation Units.

### 4.6 Transfer of investments onto the Platform

If you transfer an existing holding of Funds onto the Platform, we will request the fund manager to register your investment with Cofunds with the same split between Group 1 and Group 2 Units that applied to your previous holding. This avoids an unnecessary change in your tax position arising as a result of the transfer onto the Platform.

### 4.7 Dealing errors

If a fund manager error occurs in relation to a transaction that we carry out for you (for example, the fund manager calculates the Unit price incorrectly), we will amend our records to reflect the correct position as soon as practicable. However, we reserve the right to take no action and leave the record as it is if the amount of the adjustment required to your holding is £5 or less.

### 4.8 Unpaid amounts

If you fail for any reason to pay into your Account an amount required to settle the purchase of an investment, with the result that the transaction is delayed or is entered into and has to be reversed later, you will be responsible for any loss that may arise due to market movements.

## 4.9 Excessive trading

Levels of trading are actively monitored to identify and prevent activities which aim to take unfair advantage of system weaknesses to the detriment of Cofunds and/or other Fund investors. In the case of an investor who is considered to have a history of short-term or excessive trading or whose trading has been disruptive, Cofunds reserves the right to refuse to accept an Account or to close an existing Account.

Please refer to the section A.7 of these Terms for more information regarding the timing of withdrawals/selling your investment.

## A.5 Your Nominated Adviser

### 5.1 Role of your Nominated Adviser

As part of your Application to set up an Account with Cofunds, you appoint an Adviser as your Nominated Adviser with authority to deal with Cofunds on your behalf. In order to use the full facilities of Cofunds, you need to appoint a Nominated Adviser to represent you.

### 5.2 Reliance on your Nominated Adviser

We are entitled to rely on the accuracy of and act on any instruction or information given to us by your Nominated Adviser on your behalf, or which we reasonably believe has been given in this way. You allow us to give your Nominated Adviser information about you and your Account from time to time.

We reserve the right to close your Account if you cease to be represented by a Nominated Adviser. Any instructions we receive from you in these circumstances will be dealt with on an execution-only basis.

### 5.3 Appointing a new Nominated Adviser

You may at any time inform us in writing to stop accepting instructions from your current Nominated Adviser and appoint a new Nominated Adviser in their place. Your instruction will take effect when we receive it at our Administration Address. Your letter must include your Cofunds Client Reference or, failing that, clear details to identify yourself and your Account with Cofunds. Where a Cofunds Account is held in joint names, a change of Adviser notification must be signed by all Joint Holders.

If you wish to replace your Nominated Adviser for any reason, Cofunds can provide you with details of alternative Advisers, but does not make any representation as to the suitability or appropriateness of any Adviser or subsequent advice.

## A.6 Custody of Investments

### 6.1 Safe Custody

We are responsible for the safe custody of all Assets held in your Account. We register investments in the name of our Nominee, which is a wholly owned subsidiary of Cofunds Limited and has the same registered office address. Our principal Nominee is Cofunds Nominees Limited. We may use other nominee companies as Nominee for certain customers. If this affects you we will provide you with details of the alternative nominee company that we are using.

We are responsible for the acts and omissions of our Nominee. Our Nominee is not itself an authorised person under the Financial Services and Markets Act 2000; it can only hold investments and does not carry on business in its own right.

We register your investments in the same name as those of other Cofunds investors and do not identify each investor's holdings by separate certificates. All documents evidencing title to investments in your Account are held by us or as we direct. We may not lend any of your investments to a third party and we cannot use them as security for borrowing.

### 6.2 Beneficial ownership

You are and remain the beneficial owner of the Assets in your Account. Investments made by you will be held on your behalf as owner, but you must not use them as security for a loan. You may be able to use the Assets in your Account as a loan repayment method, subject to your lender's agreement. You may not dispose of or transfer an interest in any Asset while it is held in your Account and you may not create (or have outstanding) any charge or security on or over any such Asset.

## A.7 Payments to you

### 7.1 Consolidated Income

Through your Nominated Adviser, you can instruct Cofunds at any time to pay all income received on your directly held investment funds and/or your Cofunds Investment ISA to you at monthly intervals. We open a Consolidated Income Account for you and transfer the relevant income into that account as and when it is received. We then pay the accumulated balance on that account into your Nominated Bank Account on a monthly basis. If any of your Client Accounts is overdrawn, we reserve the right to reclaim the amount owed to us before making a monthly payment.

The frequency of distributions paid by the Funds in which you invest will affect the amount you receive on a monthly basis. If the Funds you hold only pay income quarterly, half-yearly or annually, then in some months a payment may not be made at all.

### 7.2 Regular withdrawals

Through your Nominated Adviser, you can instruct Cofunds at any time to pay a specific amount from your Cofunds Cash Account to your Nominated Bank Account on a monthly, quarterly, half-yearly or annual basis. An instruction to take regular withdrawals will automatically replace any existing arrangement for payment of Consolidated Income.

If you elect to take regular withdrawals from your Cofunds Cash Account in this way and, on the 6th day of any month (or the next Business Day if that is not a Business Day) you do not have sufficient funds in the account to meet the next regular withdrawal, Cofunds will effect a sale of your investments (in line with your instruction) sufficient to fund the withdrawal on the 9th of the relevant month or next available Business Day. (In a busy period, the sale may be deferred to the next practicable opportunity.)

### 7.3 Income payments

It takes seven Business Days after we receive your instructions to apply them to income payments. If you no longer have a holding in an investment at the time when we receive the income arising from it, we may pay that income to you.

### 7.4 Residual payments

If you transfer holdings to your Cofunds Account from a third party investment manager and Cofunds subsequently receives a payment from your old manager, such as a distribution or tax reclaim, the payment will be added to your Account in the following way: Any residual payment received from the old manager will be reinvested into the largest value holding within the relevant part of your Account, regardless of any mandate instructions received upon transfer to Cofunds or subsequently. Cofunds reserves the right to return any residual payment to the old manager if the amount is below £25.

### 7.5 Good discharge

We will be entitled to pay any amounts owing to you under or in connection with these Terms into your Nominated Bank Account or to your Nominated Adviser for the time being. Any such payment will be a good discharge of our obligation to pay the relevant amount.

## A.8 Documentation

### 8.1 Platform confirmation

Once your Client Account has been set up, we will send you a letter confirming your Cofunds Client Reference and Platform Account Reference.

### 8.2 Information on your Investments

You can obtain further information on your investments, such as valuations and illustrations, from your Nominated Adviser. Your Nominated Adviser may provide you with online access to valuations and transactional information. Please refer to your Nominated Adviser for details.

### 8.3 Confirmation notes

A confirmation note will be sent to you, and a copy made available to your Nominated Adviser, on the next Business Day following completion of each investment transaction carried out at your instruction. This will include the essential details of the transaction. For regular savings and withdrawals, we will acknowledge receipt of your application or instruction, but will not send confirmation notes each time a regular investment or sale of units for a regular withdrawal is made. Details of all transactions will be included within your annual statement and consolidated confirmation note.

### 8.4 Tax documentation

A certificate will be sent to you annually detailing the deduction of tax from your Cofunds Cash Account for the previous tax year. A tax voucher will also be sent to you annually.

### 8.5 Statements

At least annually we will send you an Account statement showing details of all Assets within your Account on the statement date and all transactions made since the previous statement date, including Investment and interest Income. A copy will be made available to your Adviser. Valuations are based on the bid price as at the date shown on your statement.

### 8.6 Records

You may inspect copies of confirmation notes, vouchers and entries on our books or electronic media relating to transactions on your Account. We keep these records for at least six years.

### 8.7 Joint Holders

Where an Account is held jointly, all documentation will be sent to the Primary Holder's address. Secondary holders can request copies of all documentation. Certificates for individual investments will not be issued in the case of Assets held in joint names.

Where an Account is held jointly, written instructions to Cofunds must normally be signed by all joint holders.

## A.9 Withdrawals and closing your account

### 9.1 Requesting a withdrawal

Requests for withdrawals can be made via your Nominated Adviser or by writing to our Administration Address. Please note Cofunds cannot accept withdrawal instructions by telephone, fax or email.

Proceeds will normally be sent out by cheque or by bank transfer within five Business Days of the Valuation Pricing Time of the last Fund sold or, if later, when the relevant Monies have actually been received from the fund manager. Cheque withdrawal timings are subject to postal delivery. If you have requested your withdrawal to be paid to your Nominated Bank Account, it may take up to eight Business Days to reach your account.

### 9.2 Withdrawals

You must specify the product(s) and Funds from which the withdrawal is to be taken and, because units are forward priced, how many Units you wish to encash from each holding. If you do not specify a number of units we may need to estimate how many to sell on your behalf and we cannot precisely guarantee the amount that your deal will realise, which may result in an over/under payment in respect of the withdrawal amount you require. If no product is quoted your instruction may be deemed to cover all products held.

### 9.3 Minimum amount

Should the value of your holding in a Fund fall below £1,000 as a result of your instruction to sell, we may require you to sell your entire holding in that Fund.

### 9.4 Closing your Account

You may close your Account at any time by withdrawing all the Assets, or transferring them to another manager or pension provider as appropriate. Closing your Account does not affect any transactions initiated before the closure began. These Terms continue to apply until we complete all outstanding transactions and meet all liabilities.

### 9.5 Withdrawals and closing payments

We may deduct from any amount to be paid to you any outstanding fees, charges and expenses due from you. In addition, we may keep an amount which we reasonably estimate will be enough for us to meet any tax liability for which we must account to HM Revenue & Customs for you under the ISA Regulations or otherwise. We will hold any Monies awaiting payment to you outside your Account in a Client Account. We may delay paying any sale proceeds and cash balances until we know that all Payments made by you have cleared and we have received all amounts which you owe to us. Cofunds will not make payments to a third party account except another FSA regulated firm.

You agree that upon closure of your Account, any payment subsequently received by us of £1 or less will not be paid over to you and will be retained by Cofunds for its own account.

## A.10 Fees, Charges and Expenses

### 10.1 Our remuneration

We do not charge you a fee for investing through us. The only additional charges are those described in this section A.10 and in section C.5 of these Terms. We do however receive fees from fund managers for administration services provided to fund managers connected with your investments. If you require details of these fees, please write to us at our Administration Address.

### 10.2 Fund manager

The manager of each Fund in your Account may receive an initial charge. An annual management charge and other fees, charges or expenses properly payable to them may be paid out of the property of that Fund.

### 10.3 Payments to your Nominated Adviser

Commissions payable to your Nominated Adviser will be disclosed to you on the confirmation note sent to you after each transaction, other than regular investments, where these will be shown on your statement.

### 10.4 Switch fees and unit conversion

We will allow you to switch Funds within your Account. For Funds held within your ISA and investment funds, you normally pay a switching charge of 0.25% of the value of the switch. Commission on switches may be added if agreed with your Nominated Adviser. The maximum switching charge or commission will not exceed the Fund's standard initial charge.

Unit conversion: Where available, Fund managers offer the facility to convert accumulation units to income units, or vice versa within the same Fund. No commission is paid on unit conversion. Should you wish to exercise this facility, there is no charge for unit conversion.

## A.11 Variation, Termination and Amendment of Terms

### 11.1 Funds offered by Cofunds

Cofunds reserves the right to introduce new Funds to the Platform and to withdraw existing Funds. Where a Fund in which you have invested is withdrawn, you will remain invested in it but will be unable to add to your investment.

### 11.2 Suspended Funds

If a Fund is suspended by the Fund Manager, Cofunds may hold or reject instructions to deal until the suspension is lifted. Should a Fund pay income during a period of suspension and you have instructed us to reinvest we may not be able to fulfil your request. In the event that we are unable to fulfil your request we will communicate with you on how income will be treated.

### 11.3 Changes to these Terms

We may introduce changes to our services and to these Terms from time to time. We will give you at least 30 days advance notice of any change, except where the change does not disadvantage you or is required in order to comply with a legal or regulatory requirement.

If you are not happy with a change, you can contact your Adviser or write to our Administration Address for a more detailed explanation of the change. If you are still unhappy with the change you can close your Account by encashing your Assets at any time or transferring them to another ISA manager or pension provider, as appropriate.

### 11.4 Termination

Cofunds may terminate this Agreement at any time by giving you a minimum of three months notice. You may also terminate this Agreement by writing to the Cofunds Administration Address.

#### **For ISA and Investment Fund investors only:**

Upon termination, unless otherwise agreed at the time, we will realise all your Units and will pay the proceeds, together with any other Monies in your Account, to your Nominated Bank Account.

#### **For Cofunds Pension Account investors only:**

Cofunds will notify Suffolk Life on your behalf that your Account is to be terminated. Suffolk Life will contact you directly to explain your options.

## A.12 Liability

### 12.1 Loss caused to Cofunds

You will be responsible for any liability or loss suffered or incurred by Cofunds or our Nominee (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) as a result of you deliberately breaching these Terms or providing untrue or inaccurate information to Cofunds in connection with your Account. This clause will not apply if and to the extent that any liability or loss arises from any negligence, wilful default, fraud or breach of duty on the part of Cofunds or our Nominee.

### 12.2 Circumstances beyond our control

Cofunds will not be responsible for any loss that you suffer as a result of events or circumstances which are beyond the reasonable control of Cofunds. Examples of when these circumstances apply could be when the loss occurred as a result of a flood or earthquake.

## A.13 General

### 13.1 Delegation

We may appoint one or more third parties to assist us in providing our services under this Agreement. Cofunds Limited will remain personally responsible at all times for the proper performance of those services.

### 13.2 Data Protection

All personal data relating to you that we hold for the purpose of providing services under this Agreement is held in accordance with the requirements of Data Protection legislation.

Cofunds Limited will use your information for the administration and servicing of your investments and other related activities. We may disclose your information to our agents and service providers for these purposes. We may disclose information concerning you and your Account to your Nominated Adviser. We may also disclose your information to third parties where required in order to comply with legal and regulatory requirements. With the exception of the preceding provisions, we will not pass on your information to any other third party without your permission.

Cofunds may transfer your information to countries outside of the EEA for the servicing of your investments. In such cases, contracts will be put in place to ensure that the service providers protect your information in accordance with the requirements of Data Protection legislation.

### 13.3 Civil Partnership Act

The Civil Partnership Act 2004 (CP Act) came into force on 5 December 2005. The CP Act is designed to provide a system of registration for same sex relationships. Registered civil partners will be in a relationship akin to marriage in respect of the laws of survivorship and benefits. As such, all references to the rights and benefits of a spouse or widow(er) in any Cofunds literature will apply equally to married couples and registered civil partners.

### 13.4 Notices

Except as otherwise provided, notices to Cofunds should be sent to us at our Administration Address. Notices to you will be sent to your last known address and may be copied to your Nominated Adviser.

## A.15 Governing law

These Terms and Conditions are governed by and are to be construed in accordance with English law. The information contained in these Terms and the Application is based on our understanding of current legislation and HM Revenue & Customs practice and could be affected by changes in legislation and practice.

If there is any conflict between these Terms and Conditions and the ISA Regulations or other legislation relating to your Account, the ISA Regulations and/or other legislation will prevail.

## B. Investment Funds Customer Agreement

Additional terms to those stated in Section A, to be read by all clients investing in Investment Funds.

### B.1 Title and registering Investments in joint names

The first named applicant will be the 'Primary' Holder of the Investment. This is purely for administrative purposes and does not affect the legal status of your joint ownership.

All communications and documentation will be sent to the Primary Holder's address. Secondary holders may request copies of correspondence.

### B.2 Opening Your Account

This agreement will take effect if Cofunds accepts your Application, which normally takes place on the day we receive it. Cofunds has discretion to reject an Application.

### B.3 If you die

Upon your death, we will continue to hold your Assets and Monies until we receive instructions from your personal representatives, upon whom these Terms become binding. We do not reinvest Income but hold it in our Client Account until we can pay it as your personal representatives direct.

If a Primary Holder dies then the next named holder is promoted to Primary Holder. We reserve the right to carry out further money laundering checks if the new Primary Holder's bank account differs from the original.

## C. Cofunds Investment ISA Terms and Conditions

Additional terms to those stated in Section A, to be read by all clients investing in the Cofunds Investment ISA.

### C.1 Your ISA Manager

#### 1.1 Our Role

We agree to act as ISA Manager for your Account. We make all necessary claims for tax relief relating to your Account and the Assets held in it.

#### 1.2 ISA Regulations

Your ISA will be managed in accordance with the ISA Regulations.

### C.2 Opening your account

#### 2.1 ISA Applications

Your Cofunds Investment ISA Account is opened when we accept your correctly completed ISA Application and payment. If there is no clear instruction on your Application, your subscription will be automatically placed into the Cofunds Cash Reserve.

Your ISA Application covers the current Year and each subsequent Year until we receive no payments into your ISA for one full Year. We reserve the right to require a fresh Application for each new tax Year.

A direct debit instruction authorises us to collect and invest regular payments for you unless and until you notify us to the contrary.

#### 2.2 ISA transfers in

Where you have transferred to Cofunds your current Year's ISA investment, you may reactivate your Account by restarting payments into your ISA, although you must submit another Application if we receive no payments for one full Year.

#### 2.3 Investment Funds to ISA applications

In order to place your investment fund in an ISA, we will sell your investment funds and apply the proceeds as a payment into your ISA. New funds will then be purchased within your ISA. As we do not know prices in advance we use an estimation process in order to determine how many Units to sell in order to raise the amount of money required. Depending on market movement this will result in either a slight over or under sale of Units. In the event of an oversell of Units, we will apply the proceeds in accordance with your instructions.

All sell proceeds will be held by Cofunds and will normally be reinvested into your ISA one Business Day from when Cofunds initiate the transaction. In order to ensure that this transaction is processed in the current tax Year, your application must be received at Cofunds no less than five Business Days before the end of the tax Year.

## 2.4 Tax status

You may not subscribe to your ISA Account while not resident and ordinarily resident in the UK for tax purposes unless you qualify as a Crown employee (a person holding public office or employment under the Crown and paid out of the public revenue of the UK or of Northern Ireland), their spouse or civil partner. You must inform us immediately if you stop being resident and ordinarily resident in the UK for tax purposes, or if as a non-resident you stop being a Crown employee, their spouse or civil partner.

## 2.5 Account type

For an investment held under these Terms, all ISA investments will be designated "Cofunds Investment ISA".

## 2.6 Timing

These Terms will take effect if Cofunds accepts your Application, which normally takes place on the day of receipt. Cofunds has discretion to reject an Application.

In the case of an ISA transfer, the date of transfer is the date agreed between the Plan Managers.

## C.3 Cash Reserve

The Cash Reserve provides a temporary shelter for your Investment. Monies held in this way must be destined for investment in one or more of the Funds offered by Cofunds. If you close your Cash Reserve without having invested in any Funds, interest will not be payable on money withdrawn.

## C.4 Void Accounts

We will notify you if, by reason of any failure to satisfy the provisions of the Regulations, your Cofunds Investment ISA has or will become no longer exempt from tax. If your ISA is voided, we will sell the investments and, after deducting any cash available to cover any tax we have to pay or repay, pay you the proceeds together with any remaining cash balance held in your ISA. Any interest accrued in the Cash Reserve will not be payable. There will be a charge of £100 if we have to void your ISA due to an error on your part.

If you pay a subscription to your ISA by a cheque that fails to clear or a direct debit that is subsequently reversed, that subscription will be treated as if it had never been made for the purposes of these Terms and the ISA Regulations.

## C.5 Report and Accounts and Voting

### 5.1 Voting rights

We do not exercise voting rights for any of your Investments unless you instruct us to vote on your behalf. If you have requested this, you will be notified of each voting event.

### 5.2 Reports, notices, meetings and voting

For any Investment held in your Account, we can arrange when you open your Account, or at your request in writing after one month's notice, for you:

- to receive a copy of the annual report and accounts for each Fund in which you are invested, and
- to attend meetings of Unit holders and exercise voting rights

Your instruction should be given on your Application. Availability of these facilities will be subject to a charge of £20 per communication to cover our costs, although copies of report and accounts can be downloaded free from the Cofunds website [www.cofunds.co.uk](http://www.cofunds.co.uk). The charge may be deducted from Monies in your Account.

Other notices will be sent to you either directly or with your statements.

## C.6 Transferring out of Cofunds

### 6.1 ISA Transfers out

Upon your instructions, and in the time specified by you, Cofunds will transfer all or part of your ISA, with all your rights and obligations under it, to another ISA Manager who has agreed to accept the transfer. In the case of your current Year payments, you may either transfer these as part of a transfer of the whole of your ISA to another ISA Manager or you may retain them in your Cofunds ISA, for which purpose we may create a Current Year Account.

We require that the transfer is made in cash after selling all Assets and deducting any amounts due to us. If we subsequently receive any Income arising from Investments transferred out, we will send it directly to you.

These Terms continue to apply to the part of your ISA being transferred until the transfer is complete, all outstanding transactions have been settled and all liabilities met.

## C.7 If you die

Upon your death, your ISA will cease to be tax exempt and will be closed. We will continue to hold your Assets until we receive instructions from your personal representatives, upon whom these terms become binding.

We do not reinvest income but hold it in our Client Account until we can pay it as your personal representatives direct. Any tax reclaimed on income distributions paid between the date of your death and notification of your death will be deducted by us.

## D. Customer Agreement for the Cofunds Pension Account

Additional terms to those stated in Section A, to be read by all clients investing in The Cofunds Pension Account. These terms relate to the services Cofunds provides for the Cofunds Pension Account. You must also read the Cofunds Pension Account Terms and Conditions provided by Suffolk Life.

### D.1 General

#### 1.1 Our role

Cofunds Limited provides fund dealing, administration, settlement, cash management and custody services in respect of Assets held by a Cofunds Pension Account.

#### 1.2 Suffolk Life

The Cofunds Pension Account is a personal pension arrangement under the Suffolk Life Appropriate SIPP scheme, a registered pension scheme. Suffolk Life Pensions Limited is the provider, operator and scheme administrator of the arrangement and Suffolk Life Trustees Limited is the trustee.

#### 1.3 Point of contact

Cofunds is the point of contact for your Nominated Adviser for all queries relating to your Cofunds Pension Account. Depending on the nature of the enquiry, Cofunds may from time to time refer your Nominated Adviser to Suffolk Life.

#### 1.4 Information for Cofunds

You must give Cofunds all information which it reasonably requests to enable Cofunds to provide its services under these Terms. You must tell Cofunds promptly if any of your personal details given in your Application change. Cofunds will notify Suffolk Life of any relevant changes on your behalf.

#### 1.5 Valuations

If you require a valuation of your Cofunds Pension Account, please contact your Nominated Adviser.

#### 1.6 Transferring or drawing benefits from your pension

If you wish either to transfer your pension to another provider or draw all or part of the benefits from it, you should instruct your Nominated Adviser, who will make the necessary arrangements.

#### 1.7 Death claim

If it is necessary to make a claim under the Cofunds Pension Account, the personal representatives should contact Cofunds by writing to our Administration Address.

## D.2 Pension Trading Account

### 2.1 General

The Pension Trading Account is a facility that allows Funds to be traded on the Cofunds Platform within your Cofunds Pension Account. It enables you (where your Nominated Adviser has given you online access) or your Nominated Adviser to:

- Buy/sell Funds on your behalf
- Hold Monies destined for purchasing Funds on the Cofunds platform
- Create a Standing Investment Instruction
- Create a Regular Investment Instruction

You can only have one Pension Trading Account linked to your Cofunds Pension Account at any given time.

### 2.2 Taxation

Interest on the Pension Trading Account is paid without deduction of tax.

### 2.3 Dealing in Funds within the Cofunds Pension Account

To purchase Funds on Cofunds using Monies held within your Pension Trading Account, or to sell existing Funds held within the Cofunds Pension Account, please refer to your Nominated Adviser who will deal with your request. Cofunds will process the transaction upon receipt of a valid instruction.

### 2.4 Monies in

All new contributions to your Cofunds Pension Account must come via your Cofunds Cash Account, direct debit or by a cheque made payable to Cofunds Limited, which will then be paid to your Pension Trading Account.

All income and proceeds from the sale of Funds from within the Cofunds Pension Account will be paid into the Pension Trading Account.

### 2.5 Payments out

Monies held in the Pension Trading Account may only be used to purchase Funds on Cofunds or transferred directly to Suffolk Life, where they will be available to provide pension benefits for you. Monies may also be transferred to Suffolk Life to purchase an annuity on the open market or to transfer out of your pension.

## D.3 Regular Investment Instruction

### 3.1 Instruction

If you wish to make regular investments into Funds within your Cofunds Pension Account, please contact your Nominated Adviser who will make the necessary arrangements.

### 3.2 Timing

Monies to fund regular investments will be collected from your Pension Trading Account on the 11th of each month. Cofunds must receive your instruction on the first Business Day of the month prior to the 11th for your instruction to take effect that month.

If you wish to alter your regular investment into Funds, the amendment instruction will also need to be received at Cofunds on the first Business Day of the month prior to the collection date.

Note: Providing an instruction to commence, amend or stop a regular investment into Funds will not alter any existing regular pension contribution being paid to your Cofunds Pension Account. A separate instruction must be provided if you wish to commence, amend, or cancel a regular contribution payment.

## D.4 Standing Investment Instruction

A Standing Investment Instruction makes ongoing investment in your Cofunds Pension Account much easier. By simply choosing the Funds that you wish to invest in and what percentage of new money you want to allocate to each Fund, you can create a Standing Investment Instruction that automatically applies to all new single contributions or transfer payments deposited into the Pension Trading Account connected to your Cofunds Pension Account. This will continue to apply until you or your Nominated Adviser amend your instruction.

- Your Standing Investment Instruction can only be created, edited or stopped online. Cofunds will not accept instructions in any other form. Your Nominated Adviser may provide you with online access electronically through the Internet.
- Once a Standing Investment Instruction has been created, all new Monies paid into the Pension Trading Account will automatically be invested into Funds in line with your instruction. However, Cofunds will not automatically invest other Monies received into your Pension Trading Account, including income, interest or proceeds of a repurchase of Units.
- Standing Investment Instruction trades are collated on each Business Day at 16:30 and executed at the next available Valuation Pricing Time. For more information, refer to section A.4 of these Terms.
- Monies held in the Pension Trading Account at the time when you give or amend a Standing Investment Instruction will not be invested under that instruction. Any such Monies will remain in the Pension Trading Account.
- The minimum dealing amount per Fund is £5. At the time of investment, if the calculated amount for a Fund is less than £5, the Fund will be omitted from the deal and the relevant Monies will remain in the Pension Trading Account.

- If a Fund closes, it is up to your Nominated Adviser to amend your Standing Investment Instruction. If no action is taken by the next time a contribution is paid, then the Monies destined for this closed Fund will remain in the Pension Trading Account until instructed otherwise. The remainder of your Standing Investment Instruction will be unaffected.
- If a Fund merges, we will replace this Fund with the newly merged Fund when we receive your next contribution.

## D.5 Regular withdrawals within your Cofunds Pension Account

The regular withdrawal facility allows you to pay a predetermined fixed amount of Monies from your Pension Trading Account, linked to your Cofunds Pension Account, to the Suffolk Life Pooled Client Bank Account. This facility can only be used in conjunction with income drawdown.

- Requests for regular withdrawals must be made in writing. Your regular withdrawal can be paid monthly, quarterly or half yearly. Regular withdrawals can only be paid to the Suffolk Life Pooled Client Bank Account.
- On the calculation date (12th of the month or next available Business Day), the required amount for your regular withdrawal must be available in your Pension Trading Account. Your regular withdrawal will take place six Business Days after the calculation date, and the regular withdrawal will be paid to the Suffolk Life Pooled Client Bank Account five Business Days before the end of the month. Income will be paid to you on the last Business Day of the month.
- If between the calculation and payment dates Monies are moved out of your Pension Trading Account and insufficient Monies are available to cover your regular withdrawal, we will transfer whatever Monies are available to your Suffolk Life Pooled Client Bank Account.
- If there are insufficient Monies available on the calculation date, we will sell Units from your Funds on the calculation date. In this situation you have two options: you can opt for the sale of Units proportionally across all your Funds, or you can nominate up to five Funds from which Units are to be sold.
- If there are insufficient Units available to cover your regular withdrawal in full, we will sell your remaining holdings and transfer the entire amount to your Suffolk Life Pooled Client Bank Account.

## D.6 Fees charges and expenses

The charges payable under the Cofunds Pension Account are described in the Key Features of the Cofunds Pension Account Provided by Suffolk Life and associated documentation. Cofunds may pay a fee to Suffolk Life for administration services that it provides in relation to the Cofunds Pension Account. Cofunds may be paid a fee by Suffolk Life for administration services that Cofunds provides in relation to the Cofunds Pension Account.



