

Postal Share Dealing Service

UK Nationals

Sell Shares



Our Privacy Notice clearly explains how we protect your data and rights under UK GDPR. To read the latest version, please visit: <https://privacy.equiniti.com>

Alternative Formats

If you'd like to request these Terms & Conditions in Braille, large print or audio tape, please contact our Customer Experience Centre: 0371 384 2030 or +44 (0) 371 384 2030, please use the country code when calling from outside the UK. Lines are open from 08:30 to 17:30 Monday to Friday excluding UK public holidays.

For deaf and speech impaired customers, we welcome calls via Relay UK.

Please see www.relayuk.bt.com for more information

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Please note: proceeds arising from any sale will be paid by cheque in pounds Sterling only.

This document is not for distribution in, or into, any jurisdiction where local laws prohibit the use of the services referred to in this document. If you are unsure what course of action you should take, you should seek advice from an appropriately qualified Independent Financial Adviser.

THIS FORM IS FOR USE BY HOLDER(S) WHO ARE SOLELY UK CITIZENS.
Any holder(s) who are non-UK citizens or hold dual nationalities will require a different form.
This can be downloaded from [Shareview.co.uk/postaldealing](https://shareview.co.uk/postaldealing)

Please read carefully before you continue

Before completing your sales instruction please ensure you have the necessary valid share certificates (where applicable) to cover the amount of shares you wish to sell. If you are unable to provide these and choose to continue with the sale, this will delay receipt of your sales proceeds as there will be a requirement to replace the share certificates before the proceeds are released.

If you have lost your Share certificate(s), please refer to page 5 for more information.

Registered Shareholder(s)	Please complete section I
Corporate bodies	Please complete sections I and IA
Executors/Administrator, Power of Attorney or other legal representative	Please complete sections I and 2
The following information is required for identification and anti-money laundering purposes. These checks may delay the sale, the issue of proceeds or share certificates. If ALL holders do not complete this form fully and correctly the instruction will be returned without being actioned.	
Commission Rate Payment is by cheque in pounds Sterling only.	Commission is charged at 1.9% of the total sale of each holding , minimum £70, and will be deducted from your sales proceeds.
Additional charges apply for sales without valid certificates or where a change is required to your details. Please read the Essential Information carefully which details when these charges are applied before signing and returning this form as any request for fees to be refunded will not be actioned. We cannot action any request to pay proceeds directly to a bank/building society account.	

Declaration

I/We appoint Equiniti Financial Services Limited as the agent to arrange to sell shares for the holding shown below. This dealing service is carried out in accordance with the Equiniti Financial Services Limited Dealing Service Terms and Conditions, including the 'Essential Information' enclosed. If you do not understand any point please contact the helpline on **0371 384 2030**. Lines are open 08:30 - 17:30 (UK time) Monday to Friday excluding UK public holidays.

If I am/we are selling all of the shares I/we hold in the holding shown below; and have not enclosed valid or sufficient share certificates for any of the shares I/we would like to sell for that holding; and the value of the shares without a valid certificate for that holding does not exceed £5,000, I/we agree to the Declaration and Undertaking for Lost Share Certificate(s) shown on page 5, **including the additional charge of £60.**

I understand if I/we need to update my/our details before the sale of my/our shares, that **I will be charged a £50 fast-track fee** which will ensure that the necessary updates are made to my/our shareholding to avoid any delays of the sale.

Photocopies of share certificate(s) are not acceptable. Please read the Lost Share Certificate(s) section in the 'Essential Information'. If you are in any doubt as to the validity of the share certificate(s) please visit our Bereavement webpage <https://equiniti.com/uk/help-and-support/bereavement>

The following information is required for identification and anti-money laundering purposes. These checks may delay the sale and the issue of the sale proceeds

Section 1

First named holder details	Shareholder Reference (11 digits long)		
Title	This can be found on the Share Certificate, tax vouchers or CSN Statement.		
First name(s)			
Last name(s)			
Date of Birth	National Insurance Number		
Day	Month	Year	
Telephone Number			
Postal address			

Company Name to sell

To sell ALL your shares please write 'ALL' in the box. Alternatively, please write the number of shares you wish to sell: If you have more holdings to be sold, please complete page 4.	
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Holder 1												
Signature												
	Day	Month	Year									
Holders Name	Signature			National Insurance Number			Date of Birth					
Holder 2 Name	Holder 2 Signature						D	D	M	M	Y	Y
Holder 3 Name	Holder 3 Signature						D	D	M	M	Y	Y
Holder 4 Name	Holder 4 Signature						D	D	M	M	Y	Y

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Sell Shares



Section 1A

Corporate bodies – If you are signing on behalf of a corporate body, please also complete the below information and provide Company Seal if available otherwise Signing Capacity is required.

Shareholder	Signature	Signing Capacity	Company Number or Country of Incorporation if not UK	Legal Entity Identifier (LEI)
Holder 1				
Holder 2				
Holder 3				
Holder 4				

Section 2

If National Insurance Number unknown, please place 'X' in this field

Power of Attorney (POA) Details									
Holder(s) Name	Signature	Nationality	National Insurance Number - If you do not hold this please place an 'X' in the box	Date of Birth					
POA 1 Name	POA 1 Signature			D	D	M	M	Y	Y
POA 2 Name	POA 2 Signature			D	D	M	M	Y	Y
POA 3 Name	POA 3 Signature			D	D	M	M	Y	Y
Executors Details D.O.B Not required for Legal Entities									
Executor 1 Name	Executor 1 Signature	N/A	N/A	D	D	M	M	Y	Y
Executor 1 Address									
Executor 2 Name	Executor 2 Signature	N/A	N/A	D	D	M	M	Y	Y
Executor 2 Address									
Executor 3 Name	Executor 3 Signature	N/A	N/A	D	D	M	M	Y	Y
Executor 3 Address									
Executor 4 Name	Executor 4 Signature	N/A	N/A	D	D	M	M	Y	Y
Executor 4 Address									

Telephone Number
(in case of a query)

Deceased holder's only

The proceeds will be sent in the name of the deceased to the representatives' address. We can make the cheque payable to solicitors or executors/administrators provided we have signed authority from **ALL** named Legal Representatives.

This option is only available where the holder has died and the shares are still registered in their name. Any other requests to change the payee name of the sale proceeds cheque will not be actioned and the cheque will be issued in the name of the holder as per the Terms and Conditions of this Dealing Service.

Full name of the preferred payee:

Full address where the
cheque is to be sent:

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Additional Holding Form

To sell all your shares please tick '**All**' in the box. Alternatively, please write the number of shares you wish to sell.

Company Name(s) of additional Shares for Sale:	Shareholder Reference	Number of Shares to be sold	Sell All

Privacy Notice:

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Risk Warning:

The price and value of investments and any income from them can go down as well as up. Past performance is no guide to future performance. It is entirely your decision whether or not to conduct a transaction using this dealing service.

General:

When will my shares be sold?

Dealing will take place within two business days, following receipt of your correctly completed instruction.

When will you confirm my shares have been sold?

We will by close of business the following day, issue you with confirmation of your trade and sale proceeds cheques will be sent once the trade has settled. This is usually two days after we have placed your instruction in the market and will usually accompany the sale advice.

Who can the cheque for the sale proceeds be made payable to?

The cheque can only be made payable to the registered holder(s) in pound Sterling and sent to the address we have registered for you. The only exception to this is in the case of the holder being deceased.

Can you pay the sale proceeds into my bank/building society account?

Sale proceeds can only be issued by cheque in pound Sterling. We cannot action or respond to any requests to pay proceeds to a bank/building society account.

The registered holder has died. Can I use this service under my Executor/Administrator authority?

You can sell the shares if you attach, or have previously registered with us, an original or sealed office copy Grant of Representation. Once it has been registered with us we can make the sale proceeds cheque payable to a Solicitor, Executor or Administrator provided we have signed authority from **ALL** of the registered representatives shown on the Grant of Representation. If you do not have a Grant of Representation you may be able to use our Small Estates procedure. For more information please call our helpline on **0371 384 2030**. Lines are open 08.30 -17.30 (UK time) Monday to Friday excluding UK public holidays.

How can I cancel my instruction?

Once you have sent us your form, you will **NOT** be able to cancel your instructions. We cannot take orders over the phone. A share price may change significantly between the time you decide to deal and the time we actually trade your shares.

Completed forms should be returned with any supporting documentation including the share certificates as appropriate, to:

Investment Services PSD, PO Box 5014, Worthing BN99 9AA United Kingdom

Signing as a corporate body

If the shareholder/legal representative is a corporate body incorporated in the United Kingdom, the Postal Share Dealing Form must be signed by one of the following combinations of signatories.

- Two authorised signatories. Each signatory must state that they are signing for and on behalf of the Company (e.g. 'For and on behalf of ABC plc'). The capacity of each signatory must also be stated.
- One authorised signatory with the Company Seal. The capacity of the signatory must be stated.
- Sole Director with the Company Seal. The capacity of the signatory must be stated.
- The signature of one Director accompanied by the signature of a witness – the witness must also provide their full name and address. The capacity of each signatory must be stated.
- You must also state your Company number and Legal Entity Identifier (LEI).

Before returning your form, please check that you've completed or enclosed the following:	Tick here
Full names and registered address	
Name of the company you want to trade shares in	
Holder reference number	
Number of shares to sell	
ALL holders/representatives have signed and provided all requested information - Date of birth	
National Insurance Number	
Share certificate(s) are enclosed (if available/applicable)	

Lost Share Certificates:

I've lost some or all of my share certificates or I can only find invalid share certificates for my holding. Can I still sell my shares?

Yes, if the value of the shares for the holding without valid certificates does not exceed £5,000 and you are selling your entire holding. For an **additional charge of £60** (which will be deducted from the sale proceeds) we will process the sale of the shares without the share certificate(s). If the sale proceeds are insufficient to meet the charges for both the sale and Lost Share Certificate, the sale will not go ahead and we will advise you how to obtain a duplicate certificate. By signing and returning the Postal Sharedealing Form you agree to the Declaration and Undertaking for Lost Share Certificate(s) **including the fee of £60**.

Under the terms of the Declaration you must return the share certificate(s) if it/they are subsequently found but please note, the £60 fee will not be refunded.

If the value of the shares without (valid) certificates is more than £5,000 – can I still use this service?

If the shares without (valid) certificates are worth more than £5,000 you will need to call our helpline* for further advice on obtaining a Letter of Indemnity to cover the missing share certificate(s) before you can use this service.

I only want to sell part of my holding but cannot find all of my share certificates can I still use this service?

If you are only selling part of your holding and do not have valid share certificates you will need to contact our helpline* for further advice on obtaining a Letter of Indemnity to cover the missing share certificate(s) before you can use this service.

I'm not sure if my share certificate(s) is/are valid. How can I check?

If you are in any doubt as to the validity of the share certificate(s) you hold please call our helpline* for confirmation.

Can I send photocopies of my share certificate(s) with the form to sell my shares?

Only original share certificate(s) are acceptable. If the form is received with photocopies of the share certificate(s) the Declaration of Lost Share Certificate(s) will apply and **you will be charged £60**. Under the terms of the Declaration you must return the original share certificate(s) if you have it or have since found it.

Please note the £60 fee will not be refunded.

I keep my shares electronically in a Corporate Sponsored Nominee and therefore don't have a share certificate to attach – will I get charged for lost share certificate(s)?

No. If your shares are held electronically in a Corporate Sponsored Nominee the Lost Share Certificate charge will not apply.

I need to update my personal details can I still use this service?

Yes. **For an additional charge of £50 (which will be deducted from your sale proceeds)** we will update your details before we sell shares.

- If you've changed your address - please attach a signed letter showing your old and new addresses.
- If you've changed your name - please attach certified documentation such as a deed poll or marriage certificate.
- If a holder has died - please attach a sealed Office Copy Grant of Representation. If it is a joint holder that has died, a certified copy of the death certificate will be sufficient.

Any other changes not stated above will be actioned but may result in a delay in the sale of shares.

If you take advantage of both the Lost Share Certificate service and the register update service, you will be charged one fee of £60 in addition to the dealing fees. This additional charge may be avoided if you apply for a new share certificate and/or update your details before submitting an instruction.

*Helpline - **0371 384 2030**, lines are open 08.30 - 17.30 (UK time) Monday to Friday excluding UK public holidays.

Declaration and Undertaking for Lost Share Certificate(s)

This Declaration and Undertaking applies only to shareholders selling their total holding and who have not enclosed valid or sufficient share certificate(s) up to the value of £5,000 with the Postal Share Dealing Form.

If this form is received without valid or sufficient share certificate(s) a Lost Share Certificate charge of £60 will be deducted from your sale proceeds. Photocopies of share certificates are not acceptable.

To: the Company named on the Postal Share Dealing Form, Equiniti Financial Services Limited and Equiniti Limited, Registrar

of the named Company. In consideration of you registering a transfer relating to the sale of shares of the holding shown on the Postal Share Dealing Form through this Share Dealing Service without production of the relevant share certificate(s) which has/have been lost, stolen or destroyed, I/we jointly and severally agree:

- a) to return immediately for cancellation to **Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA** the original share certificate(s) if found;
- b) to indemnify you and each of you against all claims, demands, liabilities, costs, charges and expenses that may be brought against or incurred by you arising out of, or in connection with, the original share certificate(s) still being in existence or the registration of a transfer as specified above;
- c) if legal proceedings are instituted against you in connection with any such claim, from time to time, upon demand, to provide you with the funds you require to defend those proceedings and if I/we do not do so you shall be entitled to admit or settle those proceedings on the terms as you decide without prejudice to your right of recourse to me/us.
- d) to pay the Lost Share Certificate charge set out above by deduction from my/our sale proceeds.

Risk Warnings

- The price and value of investments and any income from them can fluctuate and may fall, so you may get back less than you invest. Past performance is not a reliable guide to future performance.
- Using this Service may alter your personal tax position. The levels and basis of taxation can change. To be sure you understand any tax consequences that could apply to you; you should consult a suitably qualified tax adviser. Your own tax treatment will depend on your personal circumstances.
- We will not assess the suitability of transactions made for you or other services provided to you under these Terms and Conditions and you do not benefit from the rules of the FCA on assessing suitability.
- The investments and services we offer under these Terms and Conditions may not be suitable for all investors. You accept that we do not give personal recommendations.
- The Service does not cover every investment available in the marketplace. Using our search facility to view a selection of investments may result in your viewing and considering fewer investments than are available. The search facility does not take your particular needs and circumstances into account. If you are in any doubt as to which investment to select when using the Service, you should take professional advice.
- You must not regard any information or opinion given on the Site as an offer to buy, sell or otherwise deal in any particular investment.
- The information, advertisements and other content on the Site apply to the United Kingdom (UK) only and to UK residents only. None of the services offered on the Site is intended for use or distribution in countries or jurisdictions where it would be illegal for us to provide them. If you access the Site from outside the UK, you are responsible for ensuring that you are not breaking any local laws in doing so.
- There is an extra risk of losing money when buying Shares in some smaller companies, including penny Shares. There may be a significant difference between the bid and offer price of these Shares. If you need to sell them, you may get back less than you paid. The price can change quickly, and may go down as well as up.
- We may deal for you in Shares that have been subject to 'stabilisation', which permits the market price of a new issue to be supported artificially for a time. The Financial Conduct Authority allows stabilisation as it helps avoid short-term price falls when a new issue comes onto the market and buyers are still to come forward. Stabilisation is carried out by a 'stabilisation manager' - normally the firm chiefly responsible for bringing the new issue to market. As long as it follows a strict set of rules, the stabilisation manager is entitled to buy back securities previously sold to investors or allotted to institutions that have decided not to keep them. This can affect the prices of both the new issue and other securities connected to it, and in particular may keep prices higher during the stabilisation period than they would otherwise be.
- We may decide that, due to market conditions, we are not able to purchase or sell Shares for you within a reasonable time. In such a case, we will try to contact you for instructions. Alternatively, if the market counterparty recommends that it be given more time to complete the order, we may allow this.

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1. The Service we provide

1.1 The Postal Sharedealing Service (the 'Service') described in these Terms and Conditions is provided by Equiniti Financial Services Limited ('Equiniti'). The main business of Equiniti is investment and general insurance services. Equiniti is authorised and regulated by the Financial Conduct Authority (under reference 468631). Our registered office is Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. Registered in England and Wales, number 6208699.

1.2 To be eligible to register for the Service you must:

- be individual or joint shareholders, at least 18 years old, registered in the United Kingdom, EEA, Channel Islands, Isle of Man, Switzerland or Gibraltar;
- be able to send a GBP Cheque drawn on a UK bank and
- be an existing participant in the EFSL Corporate Sponsored Nominee for shares to be held in the Corporate Sponsored Nominee.

1.3 Please read carefully through these Terms and Conditions. They will take effect as soon as we have received your instructions.

1.4 By registering with us and using our Service, you agree to these Terms and Conditions and understand that, together with the Risk Warnings, Essential Information and Rates and Charges (outlined in this pack) they form a legally binding agreement between you and us. By using the Service, you will be agreeing to all of them.

1.5 You will be classified for the purposes of the rules of the Financial Conduct Authority as a retail client. If however you would otherwise be an eligible counterparty or a professional client you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see section 4 of these Terms and Conditions.

1.6 This dealing service is provided on an execution-only basis. In other words, we will carry out your instructions but we do not give any kind of investment or tax advice, nor advise you on the merits of any particular transaction. In particular, we will not assess the suitability and appropriateness of transactions conducted for you or services provided to you under these Terms and Conditions and you are not subject to the FCA Rules on assessing appropriateness. If you are in any doubt about using this dealing service, you should consult a professional adviser.

1.7 When giving us your instruction you appoint Equiniti as your agent to arrange to buy or sell the shares shown on your share dealing form.

1.8 When selling shares you may only use this dealing service to sell shares that belong to you and/or that you have the right to sell. When you give us an instruction to sell, you will be guaranteeing that you have the right to sell the shares shown on your share dealing form free from any liens, charges and other third party rights. You also authorise Equiniti to execute a transfer to give effect to the sale of those shares. You will indemnify Equiniti for all losses in relation to a breach of this clause 1.8.

1.9 You must be 18 or over to use this dealing service. We reserve the right to refuse to accept a dealing instruction. If your instruction is incomplete or includes a mistake, we may try to contact you for clarification or we may return your instruction without carrying it out. We will not be liable for any loss you suffer as a result of

1.10 Once you have sent us your form, you will not be able to cancel your instructions. We cannot take orders over the phone. A share price may change significantly between the time you decide to deal and the time we actually trade your shares.

1.11 The decision to sell shares is your responsibility. **This service can only be used by those with a registered address in the United Kingdom, EEA, Channel Islands, Isle of Man, Switzerland or Gibraltar. Instructions to deal shares from any other country will not be actioned.**

1.12 We reserve the right to extend or end this dealing service.

2. Definitions

2.1 In these Terms and Conditions, the following words have particular meanings:

- **Authorised Bank** – a bank, or other financial institution, that is either regulated within the UK to hold client money or is regulated in another EEA country to hold deposits and permissions extend to offering these services within the UK.
- **Charges** – the fees, rates and charges for using the Service. Available on the instruction form, from our Site or the Customer Experience Centre.
- **Company** – the 'Companies' shares you are trading.
- **Corporate Sponsored Nominee (CSN)** – the service offered by Equiniti Financial Services Limited, to allow individual shareholders to hold their shares in an electronic form. They will maintain a record of shares held on your behalf.
- **CREST** – the centralised system for settlement of securities in the UK and Republic of Ireland, operated by Euroclear UK & International Limited.
- **Customer Experience Centre** – our Postal Sharedealing services team, available on the helpline numbers published on the Site, Dealing forms and Terms & Conditions.
- **EEA** – The European Economic Area
- **EFSL, we, our, us** – Equiniti Financial Services Limited (and where appropriate, any other Equiniti group company) our agents, and any other person we may transfer this service to.
- **FCA** – the Financial Conduct Authority - 12 Endeavour Square, London, E20 1JN, at www.fca.org.uk.
- **FCA Rules** – the rules made by the FCA, amended from time to time.
- **Risk Warnings** – explanations of the risks you should consider before making any investment decisions which can be found at the beginning of the 'Essential Information' with a detailed version at the beginning of these Terms and Conditions.
- **Service** – the Postal Sharedealing service described in these Terms and Conditions.
- **Settlement Date** – following a deal, this is the date when the Shares are due for delivery to the buyer and payment is due to be paid to the seller.
- **Shares** – the Shares in which you can deal using this Service. We are solely responsible for specifying the investments that can be traded via the Service. This selection may change from time to time.
- **Site** – our website and any other address we provide in connection with the Service.
- **Terms and Conditions** – these Terms and Conditions for the Postal Sharedealing service they include the application form, Risk Warnings, Charges, and any other documents referred to in them.
- **The Equiniti group** – Equiniti Financial Services Limited, its subsidiaries and parent companies and any subsidiary of any of its parent companies.
- **you, your**
 - you, the person who is using this Service, and
 - any joint holders with whom you use the Service and hold Shares from time to time, and
 - where it makes sense in the context, your agent or attorney.

Any reference in these Terms and Conditions to specific statutes, rules or regulations includes any amendments made to those statutes, rules or regulations from time to time.

3. Sharedealings

3.1 When we buy or sell shares for you, we will take all sufficient steps to obtain the best possible result for you, taking into account price, costs, speed, likelihood of execution and settlement, size, nature and other relevant considerations. The best possible result will be determined in terms of the total consideration, representing the price of the shares and the costs relating to execution, including all of the expenses incurred or to be incurred by you that are directly related to the execution of your order.

To ensure that we secure the best possible result for you, we will have regard to our Order Execution Policy. Your order will also be executed promptly, fairly and expeditiously relative to other client orders. Otherwise comparable client orders will be executed in accordance with the time of their receipt by us

3.2 Without prejudice to the commitments we have made in 3.1 Dealing will take place within two business days following the receipt of all sale instructions. We may sometimes combine your order to deal shares with other customers' orders, and this may work to your advantage or disadvantage in relation to a particular order, compared with the price you would have obtained if your order had been dealt with on its own.

We may sell the shares in a combined order in several transactions and on separate days. If this produces transactions at different prices, we will average them out so that all the customers concerned benefit from the same average price. If it means dealing in shares on different days, it will delay completion of the transaction accordingly. Where the transaction results in you being entitled to a fraction of a penny, we will round down where the consideration is less than 0.5p and round up when 0.5p or higher. When we aggregate your order with those of other customers and apply any rounding, any additional funds required will be provided by Equiniti. If, following the rounding a small residual balance remains, you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf.

Accordingly, you agree that we will not remit that amount to you, nor hold it as client money for you, and you shall not have a proprietary claim over such amount. You will not be able to use this dealing service to place a limit order. If the relevant execution venue is closed, we will hold over your transaction until the day it next opens for business.

3.3 Very occasionally, due to market conditions, we may not be able to execute an order for you within a reasonable time. In such a case, we may contact you to explain that we will not be executing your order. Alternatively, if the approved entity used by us to execute the order recommends that it be given more time to complete it, we may allow this.

3.4 Orders will be transmitted by us to one of our approved entities for execution. There are currently more than ten approved entities and all of them have been selected by us because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of orders and the market conditions involved.

In particular, these entities will treat price and costs (total consideration) as the most important factors when dealing with or executing orders, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant consideration. These approved entities will normally execute orders on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous.

We will monitor the performance of these entities and periodically review our internal arrangements and policies for dealing with orders with a view to achieving the best possible result for you. Further information about these internal arrangements and policies (including a full list of our approved entities) is available on request.

3.5 "If the order falls on the Company's ex-dividend date or record date, you will receive a cheque for the dividend on the payment date as normal

4. Charges

4.1 Any charges due will be deducted from the sales proceeds.

Dealing Fees	The fee is 1.9% minimum £70 per transaction
Missing share certificate(s) fee	£60 if you do not enclose all relevant share certificates.
Change of details fee	£50 if you need to update your personal details before a sale or purchase can go ahead.
Any changes required that are not stated in the Essential Information will still be actioned but may result in a delay in the sale or purchase of shares. If you are missing your share certificate(s) and need to update your personal details you will only be charged £60 for both services in addition to the dealing fee shown above.	

5. Trade and Settlement

5.1 Following the execution of any sale instruction from you, we will, by close of business the following day, issue you with a trade confirmation which sets out key details of the trade such as where and when the trade was placed, the price obtained and the intended settlement date. The settlement date is the date we have agreed with the relevant seller of your stock in the market, i.e. the stockbroker, to complete the transaction. On this settlement date the transfer of your stock or cash to and from the stockbroker may pass through a commercial settlement system (e.g. CREST) under what is defined in the market as 'delivery versus payment'. You should be aware that during this 'delivery versus payment' window any cash entitlement being paid to or received from the stockbroker will not be protected by us as client money, as defined under the FCA's rules. This process is normally completed during the same business day but will be no later than three business days.

Whilst we will notify you of the intended settlement date on our trade confirmation, it is possible that actual settlement may not occur due to circumstances outside of our control, e.g. for sales, if the shares you have requested us to sell are not accepted by and paid for by the stockbroker.

On settlement, our customer records will be updated to confirm your entitlement to the cash. However, these entitlements may not be released to you or made available to you if we are not in receipt of the required share certificates or the stock has not been transferred to us from another custodian.

In circumstances where we do not receive, on or shortly after settlement date, the required stock to release your entitlement then we will write to you notifying you that if this is not received by a defined date then we will arrange to buy back the relevant amount of stock. In such cases you will be responsible for any costs we incur in reversing your transaction and we will have the right to retain any gains that may be made.

On settlement, we will send a cheque in pounds Sterling for your net sale proceeds. We will make cheques payable to the registered holder/s. We cannot accept an instruction to make them payable to anyone else unless the registered holder is deceased. In these cases only, we will accept signed instructions from the registered representatives to make the cheque payable to solicitors or executor(s)/administrator(s). You should keep all transaction advices for tax purposes. We will send share certificate(s), where applicable, to the first named holder at your registered address within three weeks of the transaction.

6. Communications

6.1 The language of any agreements and transactions between you and us under these Terms and Conditions will be English. We will always communicate with you in English. Please address all letters, instructions, notices and other documents for us to: **Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**

6.2 If you are dissatisfied with the service and have reason to make a complaint, please let us know. We will do our utmost to resolve this for you. You can submit the details of your complaint online at <https://equiniti.com/uk/contact-us/make-a-complaint/>, or by calling our Customer Experience Centre on: **0371 384 2030**. Alternatively you can write to us at **Customer Resolution, Equiniti, PO Box 4608, Worthing, West Sussex, BN99 6NZ, United Kingdom**.

If we cannot resolve the issue between us, you may – if you are eligible – ask the independent Financial Ombudsman Service to review your complaint. Our leaflet ‘What will happen if you complain’ has more details about our complaints procedure. You’re welcome to ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000. If we cannot meet our obligations, you may be entitled to compensation from the scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. Most types of claims for FCA regulated business are covered for 100% of the first £85,000 per person. This limit applies to all assets held by us.

The Financial Services Compensation Schemes contact detail:

- call the helpline on **0800 678 1100** or **0207 741 4100**
- go to its website at www.fscs.org.uk
- write to **FSCS, 10th floor, Beaufort House, 15 St Botolphs Street, London EC3A 7QU**.

7. Other Terms & Conditions

7.1 Using this service may alter your personal tax position. Also, the levels and bases of taxation can change. To be sure you understand all the possible tax implications, you should consult a qualified tax adviser. Your tax treatment will depend on your own personal circumstances.

7.2 This agreement is only for the benefit of you and us. It will not give any benefits to, nor be enforceable by, any third-party.

7.3 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may

- Validate your identity using an external agency, which will keep a record of that search and will share that information with other businesses, and/or
- ask you to supply us with proof of identity.

This could lead to a delay in carrying out an instruction you’ve given us, or in paying you the proceeds of a sale, or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.

7.4 We will not be responsible for;

- any indirect, special or consequential loss (including direct or indirect loss of profit), however caused, nor
- any loss connected to the timing of a transaction unless it results from the fraud, wilful default, negligence or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules, on our part, or on the part of our employees or agents.

This in no way excludes or limits any obligations we owe you as our customer under the FCA Rules or the Financial Services and Markets Act 2000.

The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules) will be no more than the difference between what you actually paid or received, and what you should have paid or received if we had carried out your order in accordance with these Terms and Conditions.

7.5 We will not be responsible for any delays, losses, costs, damages or expenses you suffer in the event of a ‘force majeure’ meaning any failure, interruption or delay in the performance of our obligations as a result of

- industrial action
- the malfunction or failure of any telecoms or computer service, or CREST
- the failure of third-parties to carry out their obligations
- the activities of government or international authorities, including changes in law or regulations
- the circumstances contemplated by paragraph 3.2
- or any other event or circumstance not within our reasonable control provided, where relevant, that we have complied with the FCA Rules on business continuity. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.

7.6 We will be entitled to keep any gains made in the process of correcting mistaken share deals, which would include buying or selling shares at the prevailing market price without an instruction from you.

7.7 We will send any documents, at your risk, by post to your registered address. Neither we nor the Company will be responsible for any document before it reaches us or after we have sent it to you.

8. Our Policy on Conflict of Interests

8.1 We have organisational and administrative arrangements in place, that are intended to prevent conflicts of interest from adversely affecting the interests of our clients. So, we take all appropriate steps to identify and prevent or manage conflicts of interest **(a)** between us and our clients; and **(b)** between one client and another, that arise in the course of providing an investment or ancillary service. If these arrangements are not sufficient to ensure, with reasonable confidence, that the risk of damage to you will be prevented, we will tell you about the nature and/or sources of conflicts of interest and the steps we have taken to mitigate these risks, selling shares for you.

You're welcome to call and request for a copy of our policy concerning possible conflicts of interest. At the time of the issue of this document no conflicts of interest were identified which could damage your interests.

8.2 Without prejudice to clauses 3.1 and 8.1, nothing in these Terms and Conditions will prevent us carrying out services for others.

8.3 All cash balances will be held by us as client money under the FCA Rules and as follows:

- We will deposit the cash with a suitably authorised bank, or other financial institution, that is either regulated within the UK to hold client money or is regulated in another EEA country to hold deposits and permissions extend to offering these services within the UK.
- The bank will hold the cash on our behalf in an account separate to any account used to hold money belonging to us in our own right and pooled with client money of our other customers. EFSL is committed to holding its client money with banks which are well capitalised as this better spreads the risk of any default by these institutions which could impact our customers.
- We will not, however, be responsible for any acts or omissions of the bank.
- If the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.
- You will not be paid interest on cash balances. We will also keep any interest earned or any equivalent fee that the bank in question pays us.
- If, for any reason, a payment we send to you under these Terms and Conditions does not reach you, we will continue to hold the cash as client money. However, if after a period of six years no activity has been recorded on your account, and provided we have taken reasonable steps to trace you (as outlined in the FCA's Client Assets rule book), to return these monies to you, we may cease to treat the money as client money having donated it to a charity of our choice. We will still honour any valid claims made against monies previously released to charity once the validity of the claim is established.
- If we are holding cash we may withdraw the cash and apply it towards paying any fees, charges, and other sums due to us.
- If in the course of settling a transaction, the movement of funds as part of the transaction which may be through a commercial settlement system on a "delivery versus payment" basis and for a period of time (normally less than 1 business day, but not exceeding three business days) will not be treated as client money.
- In accordance with FCA rules we are able to deposit some client monies with banks under unbreakable term deposit arrangements, or notice period accounts, of up to 95 days. In the unlikely event of any issues experienced by us or any of our banks which requires a return of any client money to you, you should be aware there may be a delay in the funds being distributed to you as a result of these extended deposit terms being applied. This change does not in any way affect your ability to withdraw funds from your account or undertake any transactions under normal conditions.

8.4 You will be classified for the purposes of the FCA Rules as a retail client. If, however, you would otherwise be an eligible counterparty or a professional client, you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see clause 6.2 of these Terms and Conditions

8.5 These Terms and Conditions are governed by English law. You agree that any disputes relating to this agreement may only be dealt with by the courts of England and Wales.

8.6 In accepting these Terms and Conditions you agree that we may transfer our obligations under this agreement to any other Company, if that other Company writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations that such Company has undertaken to carry out. We shall satisfy ourselves that any such Company is competent to carry out those functions and duties transferred, and is regulated do so by the FCA, if such regulation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these Terms and Conditions to the third party or its nominee. Where funds are held by us as client money, the third party will continue to hold this as client money.

UK Helpline: **0371 384 2030**
International Helpline: **+44 (0) 371 384 2030**

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