

# PENFOLD SAVINGS LIMITED

## Penfold Service Terms and Conditions

### 1 OUR TERMS AT A GLANCE

#### 1.1 Key Information

- 1.1.1 These Terms apply to your Penfold Pension and the Services we Penfold, and our Partners provide you in relation to your Penfold Pension, or application for one.
- 1.1.2 These Terms apply because you have chosen to operate your Penfold Pension direct rather than through a financial adviser. You must tell us if this changes.
- 1.1.3 We recommend that you read all of these Terms carefully before you decide to use our Services and that you keep a copy safe for future reference.
- 1.1.4 In particular, we would ask you to note:
- (a) throughout these Terms, where we refer to “you”, this means the individual in whose name the Penfold Pension is held;
  - (b) your Penfold Pension is provided through us, Penfold Savings Limited, (Company Number 11668244), authorised and regulated by the Financial Conduct Authority; FCA Registration Number is 826097 and is established and operated as part of the Scheme by the Gaudi group of companies which provides the scheme administrator of the Penfold Pension; currently Gaudi Regulated Services Limited (Company Number 6638918) who are authorised and regulated by the Financial Conduct Authority (FCA Registration Number 488015), and the Trustee, currently Gaudi Trustees Limited (company Number 7898388) (“Gaudi”).

#### 1.2 The Scheme

- 1.2.1 Penfold Pensions opened through us are part of the Scheme. The Scheme is a registered pension scheme with HMRC which provides pension and death benefits for you and your dependants.
- 1.2.2 The Scheme was set up by Gaudi under a trust deed dated 13 January 2012 (as may have been amended from time to time). They act as Scheme Administrator and as Trustee of the Scheme.
- 1.2.3 When we open a Penfold Pension for you, you will become a member of the Scheme. The Scheme is governed by the Scheme Rules. From time to time the Scheme Administrator may make changes to the Scheme Rules or vary the Scheme structure. These Terms are the contractual terms referred to in the Scheme Rules. A current copy of the Scheme Rules is available on request or may be downloaded from our Website.

#### 1.3 Services we provide

- 1.3.1 We provide services to you and the Scheme Administrator, we bring together all the partners that make your Penfold Pension work, and facilitate you communicating with the Scheme Administrator as more particularly set out in these Terms and the documents referred to in these Terms.
- 1.3.2 The Agreements and how they relate to each other: To explain the legal terms and conditions on which we provide you with access to a Penfold Pension

#### 1.4 Our Agreement with you

- 1.4.1 What these Terms cover. These are the terms and conditions on which our services are provided to you. These services relate to the Penfold Pension which we give you access to as well as the ability to manage the Penfold Pension using Our Website (the “Services”).

1.4.2 In relation to our Services, our Agreement with you is made up of:

- (a) these Terms;
- (b) your completed Application;
- (c) our Charges Guide;

Our Agreement with you is augmented in relation to your Penfold Pension by

- (d) the SIPP Scheme Rules; and
- (e) The Gaudi Terms
- (f) Policies

and if there are any inconsistencies or differences between the documents then, (i) in relation to our Services the document mentioned first in this list overrides any document listed below it, and (ii) in relation to the Penfold Pension the document mentioned last in this list overrides any document listed above it.

1.4.3 Our Agreement with you sets out the scope of the Services that we will provide to you when you open a Penfold Pension with us and what we need you to do to help us provide our Services;

- (a) we may vary these Terms, our Charges Guide and the SIPP Scheme Rules in the circumstances described in the Terms;
- (b) Gaudi may vary the Gaudi Terms, our Charges Guide and the SIPP Scheme Rules in the circumstances described in the Gaudi Terms;
- (c) our Charges Guide sets out in detail what you will have to pay to use our Services and those of the Scheme Administrator. Please read this carefully. It is important that you make sure that there is enough Cash in your Penfold Pension at all times to cover any Charges that you incur.
- (d) other documents we refer to in these Terms may be updated from time to time. The current versions of these are available on our Website.

## 1.5 Using the Service

1.5.1 You can use our Service to access details of your Penfold Pension and see certain information which is made available to you through our website. This includes the value of your Penfold Pension which you have chosen, the details of any changes in the value of your pension portfolio over time, the total value of your pension contributions, the details of the payment plan you have chosen and how much you have decided to contribute, an estimate of the potential future value of your Penfold Pension and information about the different ways in which your pension is currently invested.

## 1.6 Managing your pension

1.6.1 **Your information.** Once you have created a Penfold Pension with us, we may contact you from time to time to provide you with certain information about your Penfold Pension, your contributions or other aspects of our Service. We may do this using the email address you have provided or through the website or any other platform you are using to access the Service. In agreeing to these Terms you acknowledge that, whilst we will take all reasonable precautions to prevent any loss of this data or a compromise of your information, we will not be liable for any damages you might suffer as a result of information being exchanged in this way.

1.6.2 **Your responsibilities.** Although you can use our website to manage and view details of your Penfold Pension, it is your responsibility to ensure that you comply with all applicable laws and regulations relating to this. This includes the requirement from the UK HMRC to account for and pay any relevant taxes related to your pension. If you need help understanding your obligations as far as tax is concerned, please contact HMRC.

- 1.6.3 **Why you should read these terms.** Please read these terms carefully before you use the Services and make sure that you understand them, before applying for a Penfold Pension. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.6.4 **Please read these carefully.** Please note that before you can open a Penfold Pension you will be asked to agree to these Terms and policies. If you refuse to accept them, you will not be able to open a Penfold Pension.
- 1.6.5 If there is anything contained in these Terms that you do not understand, please do not hesitate to get in touch with us in any one of the ways we provide for you, as explained in our Contact us Page.

**1.7** These Terms are only available in the English language, if you need them in another language please do let us know.

## **1.8 Important Information**

- 1.8.1 **It is your choice to open a Penfold Pension;** you must make your own decisions as to whether your Penfold Pension and investment choices you make are suitable for your own individual circumstances. We do not give financial advice.
- 1.8.2 **Our Service is execution only;** this means that we transmit your instructions, but do not intend to give you any advice on the decisions you make.
- 1.8.3 **We do not hold cash deposits;** we do not hold any client money subject to the FCA Rules relating to client money, but the Scheme Administrator does hold cash, subject to the relevant FCA Rules.
- 1.8.4 **Paying our charges;** if you do not have enough Cash in your Penfold Pension to cover the Charges that you incur or income that you have asked us to pay you, we have the right to sell you Investments without giving you prior notice;

## **1.9 Information about us and how to contact us**

- 1.9.1 **Who we are.** We are Penfold Savings Limited company number 11668244 Registered office address Kemp House, 160 City Road, London, England, EC1V 2NX; authorised and regulated by the Financial Conduct Authority; FCA Registration Number is 826097.
- 1.9.2 **How to contact us.** You can get in touch with us in any one of the ways we provide for you, as explained in the Contact Us section of Our Website.
- 1.9.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.9.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and any other electronic communication that you could read.

## **2 OUR TERMS IN DETAIL**

### **2.1 Our contract with you – when these Terms apply**

2.1.1 These Terms will apply to you when you use the Services, create a Penfold Pension through us, a contract will come into place between us and you. If you do not agree to these terms, you must not use our Services.

### **2.2 Services only to residents of the UK**

2.2.1 Our website and Services are only for use for residents in the UK. Unfortunately, they do not apply to residents in other countries. If you access the Services from another country, you will have to ensure you are permitted to do so under the appropriate regulatory regime.

## **3 OUR SERVICE**

### **3.1 What we offer**

3.1.1 Our service allows you to open a specific type of SIPP Account, through Our Website. You will then be able to use the Service to do things like pay money into that pension either directly from your own bank account or from your employer's bank account. These terms scope out our Service to you. Our website allows you to view the balance of your pension as well as other useful information about where the pension is invested on an ongoing basis.

### **3.2 No financial advice**

3.2.1 Please note, we don't provide advice and we do not intend to, and you should not take anything we say as being a recommendation for a particular product or a way of investing. We do however provide lots of tools that are designed to help you decide how much to save. If you need professional guidance on any of the products mentioned in our Services, please speak to an accountant, lawyer or other appropriate financial services professional specialising in SIPPs before you make any decisions about your own pension.

### **3.3 Creating a Penfold Pension**

3.3.1 You will need to create a Penfold Pension with us if you would like to have access to the Services but creating a Penfold Pension does not automatically guarantee you access. We may conduct additional checks to verify things like your identity or any potentially fraudulent activity, but we will always tell you before we do this. These checks will help to confirm your eligibility to open a Penfold Pension, but we may decide, in our absolute discretion that there are other reasons as to why we think this should not be done. We will tell you if your Penfold Pension has been refused.

### **3.4 Your information**

3.4.1 Before we can offer you a Penfold Pension, you will need to provide certain information to us about you, your background and your consent to us using this information to offer pension products to you. We will always use your personal data in accordance with our Privacy Policy which provides more details on how we use this data and how long we keep it for.

### **3.5 Withdrawal or suspension of our Services**

3.5.1 We will only withdraw or suspend our Services and consequently close or suspend your Penfold Pension if we have a valid reason. We consider the following to be valid reasons:

- (a) a restructure or reorganisation of the types of Penfold Pension that we offer;
- (b) the withdrawal of a Service or a Penfold Pension type;
- (c) for our business efficiency; or
- (d) the law has changed, and the Penfold Pension no longer complies with the Regulatory Requirements.

- 3.5.2 Where we can, we will give you 30 days' notice of our intention to close or suspend your Penfold Pension in these circumstances. When we give you notice, we will tell you of any requirements specific to your Penfold Pension, that need to be considered when withdrawing your Assets or transferring your Investments to another provider.
- 3.5.3 When Regulatory Requirements mean that we need to act immediately, we will give you notice as soon as we reasonably can after closure or suspension.
- 3.5.4 If you undertake inappropriate trading such as trading which constitutes market timing (e.g. through requesting to switching funds repeatedly over a short period of time) and despite having received warnings from us to cease this activity, we may refuse to place any Orders that we reasonably believe to be contrary to good market practice.

## **4 OPENING YOUR PENFOLD PENSION**

We will arrange to open a Penfold Pension within the Scheme for you, subject to these Terms.

### **4.1 General requirements**

- 4.1.1 You may not open a Penfold Pension jointly with anyone else.
- 4.1.2 If you are a parent or guardian, you cannot open a Penfold Pension on behalf of your child unless there is an application process on Our Website to allow you to do so.
- 4.1.3 Each individual Penfold Pension holder must meet all the requirements of the Terms applicable to them.
- 4.1.4 You must be 18 years old or over to open a Penfold Pension.
- 4.1.5 You must complete the application procedure set out in Our Website, if you do not give truthful information any Penfold Pension opened in respect of you completing the process may at our or our Partners option be closed.
- 4.1.6 You may only open a Penfold Pension if, at the time your Penfold Pension is opened, you:
  - (a) are resident for tax purposes solely in the United Kingdom;
  - (b) have a permanent address in the United Kingdom; and
  - (c) are not a US Person or opening a Penfold Pension on behalf of a US Person.
- 4.1.7 If you have no United Kingdom tax residence, you may open a Penfold Pension at our discretion, but you must have a permanent address in the United Kingdom. If you have dual tax residence, we are unable to accept your Application for a Penfold Pension.
- 4.1.8 If you stop being resident in the United Kingdom for tax purposes or stop having a permanent address in the United Kingdom, you may, at our discretion, continue to hold your Penfold Pension but you may not be able to buy further Investments for your Penfold Pension. We may also have to report details of your Penfold Pension to HMRC or other applicable authorities.

### **4.2 Penfold Pension opening by an Authorised Person**

- 4.2.1 If your Penfold Pension has been opened through an Authorised Person, we will treat only you as our customer.
- 4.2.2 You must inform us if you are not acting as principal on your own behalf.
- 4.2.3 Any person who opens a Penfold Pension as an agent for someone else, will be treated as our customer for their interests for the purposes of the FCA Rules and will be liable to us for everything that they do in that capacity.

### **4.3 Identity and tax residence checks**

- 4.3.1 Before you use our Services and during the course of our relationship, to meet our legal obligations such as under anti money laundering regulations, we may ask you for evidence of your identity and tax residence as well as that of the beneficial owner(s) of the Penfold Pension and anyone controlling or paying for Investments.
- 4.3.2 we may open your Penfold Pension but:

- (a) we may not accept further instructions from you; and
- (b) we will not be able to return Assets to you;

until we have been able to satisfy ourselves as to your identity, and the identity of anyone authorised by you to give instructions.

**4.4** We may decline an Application entirely at our discretion.

## **5 FCA CATEGORISATION AND RE-CATEGORISATION**

**5.1** During the term of our Agreement with you, we agree to treat you as a retail customer (as defined in the FCA Rules) for the purposes of the FCA Rules so that you will have the benefit of the highest level of protection given by the FCA.

**5.2** You have the right to request to be re-categorised as a professional client (as defined in the FCA Rules) and, we may agree to do so if you meet the applicable criteria under Regulatory Requirements and you agree to the changes we need to make to the Terms and the Services we provide for you, but if we do not we may have to ask you to close your Penfold Pension. However, such re-categorisation, may impact the protections afforded to you.

## **6 OPERATING YOUR PENFOLD PENSION**

Our Website gives information about the operation of and the facilities for you to operate your Penfold Pension, and how you may give us instructions for your Penfold Pension through our Website.

### **6.1 General**

6.1.1 You authorise us to communicate with and instruct our Partners on your behalf and agree we will only take instructions from and communicate with you, or an Authorised Person unless we agree with you otherwise.

6.1.2 We will only make payments to you to an account in your name held with a bank or building society operating in the United Kingdom.

6.1.3 You or any person that we have accepted may give us instructions for you but must make sure that instructions that you give us are complete, accurate, clear and unambiguous. You are responsible for the settlement of all Orders effected by us in accordance with instructions. We may delay or refuse to execute your instructions if:

- (a) your instructions are unclear or ambiguous;
- (b) the law or a regulator requires us to do so or if, in doing so, we would be in breach of the FCA Rules or any other Regulatory Requirements;
- (c) we are unable to verify your personal details; or
- (d) we have not received any information or documents we may have asked for, or where appropriate, the documents are not fully and correctly completed by you.

We will not be liable for any losses that you or any third party may incur as a result.

### **6.2 Changing/removing an Authorised Person**

6.2.1 If our Service permits, to change or remove an Authorised Person, you must tell us in writing. Where applicable to your Penfold Pension, your notice must be signed by all Joint Holders, trustees, existing Authorised Persons unless an existing Authorised Person:

- (a) is dead or incapacitated;
- (b) cannot be contacted; or
- (c) Regulatory Requirements mean that we do not have to.

6.2.2 We may decline to accept any new Authorised Person without giving you a reason.

### **6.3 Penfold Pensions opened and operated on behalf of another person**

If our Service Permits:

- 6.3.1 We will take instructions from and communicate with an Authorised Person until you tell us that the Authorised Person is no longer authorised to give instructions in accordance with the Terms).
- 6.3.2 If an attorney or other agent has been appointed by you or on your behalf, we will need proof that they have been properly appointed including, where applicable, evidence that the document appointing them has been appropriately registered, before we will accept them as an Authorised Person.
- 6.3.3 Once we have accepted that the appointment of your Authorised Person is valid, we will continue to act on the instructions of that person until we receive notice to our reasonable satisfaction that that person no longer has authority to give us instructions for your Penfold Pension.

### **6.4 Third parties**

If our Service Permits:

- 6.4.1 You may authorise us to disclose information about your Penfold Pension to a third party and/or authorise us to accept instructions from a third party for your Penfold Pension and Assets:
  - (a) in your Application; or
  - (b) at any time during the course of our relationship, by completing a third-party authority form.
- 6.4.2 You will, at all times, remain fully responsible for the operation of your Penfold Pension by any authorised third party including any Authorised Persons.
- 6.4.3 We will not be able to accept payments, subscriptions or contributions to your Penfold Pension or withdrawal instructions or changes to your personal details from any third party who you have authorised to give us instructions in relation to your Penfold Pension and Assets unless that person has been formally appointed to operate your Penfold Pension (for example by power of attorney) and we have accepted them as an Authorised Person.
- 6.4.4 When we receive instructions from a third party seeking to operate your Penfold Pension, we may, but do not have to, ask for proof of their authority to act and may require them to verify their identity. We will not be responsible for the consequences of any delay in processing the instruction as a result of making any such request.
- 6.4.5 We will continue to accept instructions from any third party authorised by you until we receive written notice from you (or any other appropriate judicial or regulatory body) revoking that authority.

### **6.5 Penfold Pension Security**

- 6.5.1 You must use the Security Details that we give you to access your Penfold Pension and to give us any instructions.
- 6.5.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of your Security Details. You must take reasonable care not to disclose, or to allow the disclosure of, your Security Details. Please note we will never ask for your password over the telephone. You should not respond to any unsolicited emails which look as if they originate from us which ask you to enter your password or personal information. We will never issue emails of this type unless specifically requested by you to do so.
- 6.5.3 We may rely on any instructions that we receive whilst your Penfold Pension has been activated using your Security Details.
- 6.5.4 In addition, you will be responsible for (and we shall be entitled to rely upon) any relevant instruction which is authenticated using your Security Details, unless you establish that the relevant instruction is not an authorised instruction and either:

- (a) we acted upon the relevant instruction after you had told us, or we otherwise had actual notice, that your Security Details or any other access details in relation to your Penfold Pension had been disclosed to or otherwise obtained by an unauthorised third party or if the safety of these Security Details was in jeopardy; or
- (b) the unauthorised use of your Security Details or any other access details in relation to your Penfold Pension (and our reliance on the relevant instruction) did not result from your failure to take reasonable care to protect such details or otherwise to comply with your obligations under these Terms.

6.5.5 You should change your Security Details and contact us immediately if you know or suspect that any of your Security Details or any other access details in relation to your Penfold Pension have been disclosed to, or obtained by, an unauthorised third party or if the safety of these Security Details may be in jeopardy.

6.5.6 We will act on any instructions given in accordance with our stated procedures that appear, in our reasonable opinion, to be valid, and have no duty to make any further enquiries in relation to such instructions.

## **6.6 Risks of online communication**

6.6.1 We will take all reasonable measures to make sure that the security of our systems is not compromised. However, there are inherent risks in using an online system. We cannot guarantee that they will be free from:

- (a) technical failure or corruption;
- (b) error or delay; or
- (c) misuse, fraudulent use or access by unauthorised persons.

6.6.2 We will not be liable for losses caused as a result of anything that is outside our reasonable control.

6.6.3 We recommend you and any person acting on your behalf use anti-virus software on your computer or any other electronic device that you use to access our Services.

6.6.4 You accept that, from time to time, sending information through the internet may be unavailable, interrupted or restricted whether due to circumstances beyond our reasonable control including, for example, a lack of availability or interruption of the internet or other telecommunication system or otherwise.

6.6.5 Communications between us through the internet, by phone or other means are not guaranteed to be secure or reliable. For that reason, we advise that you do not include your Client Reference or Penfold Pension number in any email communication with us.

6.6.6 You are responsible for ensuring you have suitable working facilities that enable us to communicate for you to use our Services.

## **7 AVAILABILITY OF OUR SERVICES**

**7.1** We will make reasonable efforts to make sure that our Services are available to you, but we cannot promise that you will always be able to access our Services. In particular, we may, from time to time, have to suspend our Services to maintain or upgrade our Website, or you may not be able to access our Services because of disruptions to our Website, problems with telephone networks or because you are in an area that does not have mobile telephone coverage. We will not be liable to you if our Services are unavailable through our Website.

**7.2** If you are unable to use our online Service, you may still use our Services in any one of the ways we provide for you, as explained in our Contact us Page.

## **8 HOW WE COMMUNICATE WITH YOU**

### **8.1 Method of communications**

- 8.1.1 Our Services are provided exclusively as online services and therefore you may only give us instructions through Our Website including the options to give instructions given in the Contact Us Page. You may call us using the number provided on our website with any questions or if online communication is not available.
- 8.1.2 We will normally communicate with you securely online including via email, but may also choose to contact you by telephone. Either way we will communicate with you using the most recent contact details that you have given us, and we hold on your records.
- 8.1.3 If we need to communicate with you by post, we will communicate with you by post using the most recent postal address that you have given us unless you tell us otherwise by contacting us directly.
- 8.1.4 If we make material changes to our Agreement, we may send you notice by email or by post.
- 8.1.5 All correspondence and notices sent by us shall be deemed to be received by you when despatched if sent by email, or 2 Business Days after posting if sent by first class post to addresses within the UK, or 4 Business Days if sent by second class post to addresses within the UK, airmail post to addresses outside the UK. However, the Terms will not apply to any correspondence or notice if:
- (a) such correspondence or notice is returned to us undelivered; or
  - (b) you establish that you did not receive it at your address within the relevant period or at all; and
  - (c) any such delay or failure in receipt was not a result of your omission to inform us of a change of your address in accordance with your obligation to do so under these Terms.
- 8.1.6 We will make reasonable efforts to contact you using the contact details that you give us but if our emails bounce or our correspondence is returned marked, "gone away" or your phone number is no longer active we will not send any further communications to that address.
- 8.1.7 We will take reasonable steps to try to contact you to get your new details, but we do not have to send further communications until you provide us with correct details. The Terms provide further information on the action we may take if your Penfold Pension contains unclaimed Investments.
- 8.1.8 You must tell us without delay if your or their contact details change.

## **8.2 Recording communications between us**

- 8.2.1 You agree we may record and/or monitor telephone conversations, email or other communications between us to comply with applicable Regulatory Requirements, to record instructions that you give us and for training or research purposes. These records form part of the information that we hold about you and will be handled in accordance with the Regulatory Requirements and related Policies.

## **8.3 Communicating with third parties**

- 8.3.1 If agreed with you, we will send copies of communications to your agent, attorney, delegate, employer or any other third party nominated by you. This may incur an additional Charge (as set out in our Charges Guide).

## **8.4 Reporting**

- 8.4.1 We will procure for you a contract note confirming details of your trades which will be available to you electronically via Our Website. We will physically send these to you only if required to do in accordance with Regulatory Requirements.
- 8.4.2 We will procure for you a transaction and valuation report in accordance with Regulatory Requirements and will notify you by email or via Our Website when each report is available in your Penfold Pension online account.

- 8.4.3 If you ask us, we may procure for you paper copy statements, reports or ad hoc valuations. We will charge for this Service as set out in our Charges Guide.
- 8.4.4 You must monitor the reports that we send or make available to you about your Penfold Pension and tell us immediately if you notice:
- (a) any error or omission in any contract note or other report that we send or make available in relation to your Penfold Pension;
  - (b) you have not received confirmation of a trade that you are expecting; and/or
  - (c) there have been any unexpected transactions.
- 8.4.5 We may not be able to take any action to correct any problems if we are not told of a concern within 6 months of the report being issued to you.
- 8.4.6 Pension statements and illustrations will be made available to you online as set out in the Regulatory Requirements

## **8.5 Information that we provide to you**

- 8.5.1 You may download or print individual sections of the Website and information from websites linked to it strictly for use in relation to your Penfold Pension, provided that you keep intact all copyright and proprietary notices but you must not reproduce or distribute any material without our consent. Please read our Website's terms of use.
- 8.5.2 Any news, prices and other information that we give you is provided solely to help you make your own investment decisions and is not a personal recommendation or financial advice. It is also not an offer by us to buy, sell or otherwise deal in any particular Permitted Investment.
- 8.5.3 When we provide market information, we use sources we believe to be reliable. If we use an independent information provider to provide that market information, we will use all reasonable care to make sure that the provider is suitable, but, because we have no control over the information sources, we cannot guarantee that the market information is accurate, complete or timely, or that it will always be available to you.
- 8.5.4 Market information is not necessarily available to you through all of our communication channels. You should satisfy yourself that market information is reliable before you make any decisions or take any actions based on it. We are not responsible for any decision or action you take or any loss you or anybody else may suffer as a result of your decision or action.
- 8.5.5 We are not responsible for the contents of any information that we send to you that has been prepared by a third party (for example a Fund Provider or investee company).

## **9 OUR CHARGES AND FEES**

### **9.1 Charges associated with the Service**

- 9.1.1 Using our Service to learn more about pensions and how you can use them is free.
- 9.1.2 You will be due to pay our Charges when they become due to be paid under your Penfold Pension. We will only charge you and you will only be due to pay our charges if you:
- (a) Contribute cash to a Penfold Pension and/or choose to use one of the Penfold Plans available through our website (the Annual Fee); or
  - (b) Withdraw money for the payment of Penfold Pension Benefits from your Penfold Pension (the Benefit Withdrawal Fees).

### 9.1.3 Annual Fee

- (a) You will be charged an Annual Fee as set out in the Charges Guide which incorporates both an Administration Fee (payable to Penfold for the general administration of your Penfold Pension), and the Annual Management Charge (payable to the fund manager for management of your Penfold Plan). The Permitted Investments on Our Website have different Annual Management Charges, so the fees which you will be due to pay us depend on which Penfold Plan you choose.

### 9.1.4 Withdrawal Fees

- (a) If you have chosen to take pension payments from your Penfold Pension.

9.1.5 The Annual Fees and Benefit Withdrawal Fees to be paid by you are set out and described in the Charges Guide.

9.1.6 The Charges Guide sets out the current fees and charges and these may change before you decide to make a withdrawal. Please ensure you check the fees which apply before you seek to make a withdrawal.

## 9.2 When you won't be charged

9.2.1 We will not charge you for moving money between Penfold Plans, setting up your plan with us or for cancelling your Pension Plan.

## 9.3 Other charges that may apply

9.3.1 In the unlikely event we were to cease trading, there may be additional charges to pay to our Partner's in relation to the administration of your plan. These are to cover the fact that we will no longer be able to act as an intermediary between you and our Partner. We do not anticipate that these charges will need to be applied but please note that our Partner reserves the right to charge such fees and set the level of these fees.

## 10 YOUR CONTRIBUTIONS AND TRANSFERS INTO YOUR PENFOLD PENSION

**10.1** You or your employer can make contributions by Cash only to your Penfold Pension through our Website but you must observe the rules applicable to registered pension schemes, and the rules we set out in our Website which reflect our Partner's terms and you can do this on a single or regular basis. The current Penfold Pension Key Features Document sets out the current provisions for how you may make contributions and transfer payments into your Penfold Pension.

**10.2** When you or your employer makes Cash contributions into your Penfold Pension this Cash is paid directly from you or your employer's bank account to the appropriate bank account of the Scheme. No Cash of the Penfold Pension is held by us.

**10.3** Once you have signed up to a Penfold Pension you will choose one of the investment plans (funds) available on the website (see Choosing Your Plan). You will then be able to pay money into this Penfold Pension through the Service and Our Website so buying more in Investments.

**10.4** We may decline to accept any contribution (from you or your employer) or transfer into your Penfold Pension entirely at our discretion (we will do so if, for example, if it does not comply with the requirements of the Scheme Rules or the Finance Act or is not a Permitted Investment). We do not need to give you a reason for this.

**10.5** Any contribution, transfer into your Penfold Pension or investment income will be credited to your respective account within the time periods required by the Regulatory Requirements.

**10.6** Transfers from registered pension schemes regarded as defined benefit (also referred to as final salary or career average schemes) are not permitted.

**10.7** We will not accept Contributions into your Penfold Pension if you are no longer eligible to make contributions to the Scheme.

**10.8** We will only accept transfers from registered pension schemes or Qualifying Recognised Overseas Pension Schemes, normally in the form of Cash. We will only accept a transfer from

another pension arrangement that has been used for Income Withdrawal if it does not prejudice the Scheme's status as a registered pension scheme.

**10.9** We may, without your authority, refund a contribution or transfer (in whole or part) made in error to your Penfold Pension, subject to restrictions imposed by Regulatory Requirements.

**10.10** You can only transfer Permitted Investments available through your Penfold Pension, into your Penfold Pension from a qualifying registered pension scheme. Any other payment must be in Cash.

**10.11** If we do decide to accept transfers other than in Cash, we will only accept Permitted Investments if we are satisfied that:

- (a) You have completed the transfer form and the ceding arrangement will be able to transfer assets in their registered pension scheme in a timely manner
- (b) The assets to be transferred will be Cash or Permitted Investments
- (c) you are entitled to be the legal or beneficial owner of the Permitted Investments; or
- (d) we can verify to our reasonable satisfaction the identity of the person from whom the Permitted Investments are to be received and that that person is the legal or beneficial owner of the Permitted Investments or holds the Permitted Investments on your behalf.

**10.12** We will only accept Orders in relation to any transferring Permitted Investments after ownership of the Permitted Investments has been transferred to our Nominee.

**10.13** Whilst we will use reasonable efforts to facilitate any transfer, the time that it takes to transfer any Investments in will also depend on how quickly any current service provider processes the necessary transaction. We will not be responsible for any delay that is outside our control.

**10.14** If Units that you wish to transfer to us are of a class that provides a rebate, we will, following the transfer of your investment to our Nominee, convert them to a clean class version (one that does not provide a rebate) if that is available. We will effect this conversion which might or might not result in a change in the charges within the fund, unless you tell us not to in your transfer in Application.

**10.15** If Units that you wish to transfer to us are of a class that distributes income, we will deal with that income following your Instructions.

## **11 TAX RELIEF**

**11.1** When you make a personal Contribution to your Penfold Pension you may be entitled to tax relief on that contribution in accordance with the Finance Act.

**11.2** If you provide us with the necessary information, we will arrange a claim for tax relief at the basic rate of income tax on your behalf. If you are a higher rate taxpayer, you will be responsible for reclaiming any higher rate tax relief on your Contributions.

**11.3** You are responsible for making sure that all Contributions are within allowable limits for tax relief. We will only refund a pension Contribution at our discretion and if HMRC rules permit.

**11.4** We will not make a claim for tax relief on your behalf if your employer operates a salary sacrifice (sometimes known as "salary exchange") arrangement in respect of Contributions to your Penfold Pension, except in the normal way for contributions paid by you. We do not prepare any documentation for such arrangements.

## **12 CHOOSING YOUR PENFOLD PLAN**

**12.1** We will ask you to choose from a range of Permitted Investments, each of which is a Fund, when you first open your Penfold Pension through Our Website. The Fund you have chosen will be known as your Penfold Plan. All contributions and transfers into your Penfold Pension will be used to buy more of that Penfold Plan. You are free to change your Penfold Plan at any time to one of the other Permitted Investments on Our Website. When you do the value in the Penfold Plan will be transferred to the new one and all Contributions after that date will be applied to the new Penfold Plan as more particularly described in this clause.

- 12.2** You should ensure you are aware of fees and charges applying to your Penfold Plan. Details of these fees and charges are set out in the Charges Guide and in the section of Our Website where you choose your Penfold Plan. It is your responsibility to determine whether any Investment is appropriate for you.
- 12.3** When you or your employer sets up a one-off or regular Contribution into your account via Our Website, or you arrange a transfer into your account via Our Website, this shall constitute a one-off or recurring Order to purchase a number of Units of the Fund (less any applicable fees or levies) you have chosen to be your Penfold Plan, at the next available dealing date after the Contribution is applied to your Penfold Pension, provided you have set up the Contribution or transfer correctly via Our Website.
- 12.4** When Contributions or transfers are received, an Order shall be placed as soon as is practical in your chosen Penfold Plan.
- 12.5** If an unexpected Contribution or transfer is received into your Penfold Pension we will notify you of this as soon as is practical. No Order shall be placed until we receive confirmation from you of your intentions. If we do not receive any confirmation from you within 3 working days our independent custodian may be required to return the cash to you without placing an Order.
- 12.6** Where you ask us to move your existing Penfold Plan to an alternative Permitted Investment, this is known as a “switch”. A switch will involve the sale of Units in your current Penfold Plan and the purchase of Units in your newly chosen Fund. The sale will normally be placed by the end of the Working Day following receipt of your instructions and the purchase will normally be placed by the end of the Working Day following receipt of the sale proceeds. During the process of switching, your money may not be invested in either plan.

### **13 PERMITTED INVESTMENTS**

- 13.1** We will only process Orders for, or accept through our Service transfers in from that or those registered pension schemes that we are willing and able to accept transfers from, Permitted Investments which are available through your Penfold Pension. The current Permitted Investments are set out in Our Website.
- 13.2** We may alter the range of Permitted Investments available through your Penfold Pension at any time and may require the sale (or if permitted by applicable Regulatory Requirements, the transfer or withdrawal) of Investments which have been removed from the range of Permitted Investments. When we do so, we will, where practical, give you advance notice. There may be occasions when we are not able to give you advance notice, for example when the change is:
- (a) required immediately to comply with Regulatory Requirements;
  - (b) as a consequence of circumstances outside our control; or
  - (c) required immediately in order to protect your interests.
- 13.3** If any such change affects your Penfold Pension, we will notify you via Our Website or email of the change and the options available to you.
- 13.4** In order to be able to place an Order on your Penfold Pension, which includes, but is not limited to, regular trading and any dividend re-investment, you must provide us with the following your:
- (a) Forename;
  - (b) Surname;
  - (c) Date of Birth;
  - (d) Nationality;
  - (e) Natural Personal Identifier; and
  - (f) (only if appropriate) Legal Entity Identifier.

We are required to hold the information set out in this clause to ensure we meet our Regulatory Requirements.

**13.5** Assets held in your Penfold Pension may have their own charges which include initial charges, ongoing charges and dilution levies. We are not responsible for telling you about these charges. However, they may be available in the regulatory documentation relating to the Asset.

**13.6** You cannot use the Investments held in your Penfold Pension as security for a loan.

**13.7** We and the Scheme Administrator may use an independent stockbroker to deal in the Investments in your Penfold Pension.

## **14 CUSTODY**

**14.1** Assets are held as prescribed by the Scheme and Regulatory Requirements. We arrange the safeguarding and administration of these Assets, for the interests of you and Gaudi. The Partner's terms set out the arrangements made for custody of the Assets in your Penfold Pension. The Custodian's terms are set out in Schedule 1. We and the Scheme Administrator may use an independent Custodian to deal and hold the Assets in your Penfold Pension, provide cash payment services, asset price and information data and perform client money and asset reconciliation in accordance with Regulatory Requirements. Ownership of the Investments in your Penfold Pension is in the name of the Scheme Administrator, as set out in the Gaudi Terms, or in their nominee or a nominee controlled by them.

**14.2** Cash received from or in respect of you, by way of Contribution, transfer in or investment income, will be held through your Penfold Pension in accordance with the Regulatory Requirements placed on the Scheme Administrator of the Scheme.

**14.3** No interest is paid on cash held on your behalf through your Penfold Pension. If this changes in the future, interest payments received on account balances of customer funds will be retained by our Partners unless we advise you otherwise via Our Website. You consent to us or our Partners retaining interest (as a percentage or as an actual amount) that we may retain from the gross interest received that is disclosed to you by us.

## **15 DEALING IN INVESTMENTS & POLICIES FOR YOUR PENFOLD PENSION**

**15.1** All dealing will be subject to these Terms (see Section 16) and the rules, regulations, customs and market practice of the Execution Venue in which the transaction takes place. If there is a conflict between the rules and regulations of the Execution Venue and these Terms, the rules and regulations of the Execution Venue and will take precedence and will apply.

**15.2** Because of the complex nature of our business, circumstances may exist which give rise to a conflict between our, or our Partners, respective interests or between you and another customer. To make sure that we take these into account when we execute your Order, we have implemented a Conflicts of Interest Policy. This explains how conflicts of interest can arise and the arrangements we have for managing them.

**15.3** Our Policies on order execution and conflicts of interest are available on request via Our Website. The Services we provide under our Agreement will be provided in accordance with these policies which may be amended from time to time. The current versions of these policies are also available on our Website.

## **16 ORDER EXECUTION**

**16.1** Orders to deal in Funds are normally routed to the appropriate fund manager for execution at the next available dealing date for that Fund. Orders may be aggregated with other customer orders and bulked prior to executing with the fund manager.

**16.2** The purchase price for any Order is determined at the next valuation point for the relevant Fund (this is usually calculated by reference to a specific time on the next Working Day). There may be a delay for your Account to be updated.

**16.3** You agree that if at any stage it is determined that your Penfold Plan has been allocated Units in error, you will notify us as soon as you become aware of this fact and otherwise upon you notifying us or our notifying you, you shall take all reasonable steps as requested by us to assist us with correcting the error in Unit allocation (including your executing any necessary agreement, notices, declarations or deeds) as soon as possible.

- 16.4** Your Orders may be executed by an independent stockbroker. We may delay, or refuse to arrange to execute your Order if:
- (a) we or our Partners have reasonable cause to believe that the proposed transaction may constitute market abuse or market timing, or we otherwise have reasonable cause to be concerned that the placing of the Order may breach Regulatory Requirements;
  - (b) we or our Partners have reasonable cause to suspect that the Order was not placed by you or someone that we have agreed may operate your Penfold Pension on your behalf/that the Order has been placed fraudulently;
  - (c) we or our Partners believe that you do not have a legal right or authority to deal in the Investments;
  - (d) your Order does not meet the minimum investment criteria for the Units that you want to buy;
  - (e) the current criteria set for us to process an Order on Our Website have not been met; or
  - (f) extreme market conditions exist, and we or our Partners or the independent stockbrokers have stopped taking trades in either one Investment or Investments in general.
- 16.5** When we accept your Orders, we will use reasonable endeavours to carry them out and have them executed. However, we cannot guarantee that we can give effect to them or that they will be carried out immediately as this will depend on market conditions which are subject to sudden and unpredictable changes.
- 16.6** We will tell you if we have had to delay or are unable to execute your Order (unless we are prevented from doing so because of Regulatory Requirements).
- 16.7** We will tell you if we are unable to process your Order through the Website. You can place the Order through the alternative means set out in Our Contact Us Page, but we may apply a Charge in accordance with our Charges Guide.
- 16.8** If we have to execute an Order relating to a Corporate Action or receive a dividend or other Corporate Action payment in a currency other than pounds Sterling, we will carry out a foreign exchange transaction to convert the payment or dividend to pounds Sterling, which could take a number of days to settle.
- 16.9** Our record of the time of receipt and execution of an Order will be conclusive unless it is obvious that it is wrong.
- 16.10 Order confirmation**
- 16.10.1 Contract notes will be issued no later than the first Business Day after the transaction, or if applicable, after we receive price confirmation from the Fund Provider and our system being updated.
  - 16.10.2 Contract notes will be available to view online on your account page on Our Website.
  - 16.10.3 The contract note will detail the amount debited or credited to your Penfold Pension. You must check that the information on the contract note is correct and tell us as soon as possible if it is not.
- 16.11 Settlement of Orders**
- 16.11.1 If there are delays beyond our control in the settlement of a transaction, we can delay settlement of any subsequent sale or purchase until the first transaction has settled and been delivered.
  - 16.11.2 Your contract note will confirm the relevant settlement date for the transaction.
  - 16.11.3 Your Penfold Pension will be debited immediately on the trade date for purchases and so you must have cleared Cash available in your Penfold Pension at the time you instruct us to deal. In all other cases you must ensure that cleared Cash is available in your Penfold Pension on or before settlement day of a purchase order unless agreed otherwise with you, if not no purchase will be made.
- 16.12 Cancelling your Orders**

- 16.12.1 Once we have received an Order from you and acted on it, you will not be able to change that instruction.
- 16.12.2 If you tell us that you wish to cancel an Order, we will use reasonable efforts to halt the execution of the transaction. However, we will not be liable for the financial consequences to you, if we are unable to stop the execution of the Order (for example if your Order has already been transmitted to a third party for execution).
- 16.12.3 We may cancel any duplicate or repeated instruction you give to us where the circumstances indicate that your intended transaction has been split into smaller Orders to take advantage of any market limitations or restrictions.

## **17 INCOME AND DIVIDENDS**

- 17.1** You agree that any income and dividends received from the Investments in your Penfold Pension will be retained in your Penfold Plan and you will be notified as such online via Our Website.
- 17.2** If you give us a sale instruction for a Permitted Investment with the benefit of a dividend which is then paid but to which you are not entitled (i.e. you sell 'Cum dividend'), that dividend will be paid into your Penfold Pension unless it is used by us to offset amounts you owe us against any amounts we hold for you or which are due from us to you. If you give us a sale instruction for a Permitted Investment with the benefit of any rights, bonus or other entitlement (i.e. 'Cum rights', 'Cum bonus' etc.) you that will be retained in your Penfold Pension when the relevant paperwork and processes have been completed.
  - 17.2.1 We will allocate any income to your Penfold Pension within 10 Business Days after we receive it.
  - 17.2.2 We will not process dividend reinvestment plans or scrip dividends.
  - 17.2.3 Where we receive income from an Investment in a currency other than pounds Sterling, we will convert it into pounds Sterling and will allocate the converted money to your Penfold Pension in pounds Sterling on the day we receive it.
- 17.3** After your Penfold Pension is closed we will send to your new registered pension scheme any income received from the Investments that were held in your Penfold Pension, unless it cannot accept them in which case these will be paid to a charity of our choice.

## **18 RIGHTS AND EVENTS RELATING TO YOUR INVESTMENTS**

- 18.1** We are under no obligation, and generally, will not exercise any voting rights, to the extent there are voting rights attached to any underlying investments of your Penfold Plan. If you want to exercise any rights that are available to the Scheme in an Investment please let us know and we will let you know what can be done within the Regulatory Requirements and the costs of so doing.
- 18.2** As your Investments are registered with a Nominee or third party custodian for the Scheme as set out in these Terms, you may not receive the same treatment or options when there is a Corporate Action or other event as you would if the Investment were held in a separately designated account with a nominee company or custodian in certificated form. For example, following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been if the Investments had been registered in your own name. These Terms contain more information about how we deal with fractional entitlements arising because Investments are held in our Nominee. You will also not be entitled to any company privileges or shareholder perks to which you would have been entitled if you were the registered owner of the Investments.
- 18.3** Unless the Permitted Investment concerned can be registered as a fraction of a share or a Unit, then any Permitted Investment you receive as a result of a take-over, conversion or other offer will be rounded down to the nearest whole Unit as set out in the Terms.
- 18.4 Class actions**
  - 18.4.1 If, in relation to any of your Investments, we become aware of any proposed class action or group litigation:

- (a) we will not participate in that action or litigation; we will not be responsible for taking any action in relation to these matters; and
- (b) we will not have to tell you about or obtain your instructions in relation to these matters.

## **18.5 Ancillary benefits**

- 18.5.1 We will not accept, and you will not be able to benefit from, any ancillary rights that may be available to direct shareholders in Investments (for example, commercial discounts) and we will not become involved in any shareholder interest groups.

## **18.6 Fractional Entitlements**

- 18.6.1 As a Nominee holds your Investments, the Nominee will usually receive one allocation of shares or Units for all of the clients in our Nominee who participate in an open offer, new issue, bonus, entitlement, rights issue or similar Corporate Action. The Nominee may also receive a small cash payment from the relevant company's registrars in respect of any fractional entitlement.
- 18.6.2 The shares or Units received by the Nominee will be allocated by us as follows: where the shares or Units can only be transferred or registered in a whole number of shares or Units, then we will allocate to your Penfold Pension such number of shares or Units rounded down to the nearest whole number that we calculate are due to you, using the relevant company's basis of allocation.
- 18.6.3 Any shares or Units remaining after we have made these allocations will be aggregated and sold. The resulting sale proceeds, together with the cash payment (if any) will be distributed in proportion to the holdings amongst the relevant clients using the relevant company's basis of allocation.

## **18.7 When the Penfold Pension Assets will be valued**

- 18.7.1 We will arrange to value your Penfold Pension Assets:
- (a) for regular reporting purposes;
  - (b) if you ask us to do so (an additional fee will be charged for this as set out in our Charges Guide);
  - (c) when we are told about your death with effect from your date of death; or
  - (d) to facilitate the closure of your Penfold Pension; or
  - (e) in line with HMRC guidance where a Benefit Crystallisation Event occurs.
- 18.7.2 The value will be set by the latest price published by the relevant Fund Provider. The value that you will see online is illustrative only and does not reflect what you may get if you decide to sell all of your Investments.
- 18.7.3 The value of the Investments that you hold in your Penfold Pension and which you can see online will be the price at close of business on the previous Business Day.

## **19 WITHDRAWING ASSETS FROM YOUR PENFOLD PENSION**

- 19.1** You may only remove an Investment from your Penfold Pension for a purpose that is permitted under the Scheme Rules, and if the Scheme Administrator agrees and you are prepared to meet the costs of any such payment specifically if the payment would be an unauthorised payment under the Regulatory Requirements.

## **20 CHOOSING A PENSION AND PENFOLD PENSION BENEFITS**

- 20.1** Penfold Pension Benefits, or Benefit Withdrawal are those entitlements you are entitled to take through the Penfold Pension. These should not be confused with transfers out of the Penfold Pension to another registered pension scheme.
- 20.2** You can tell us what you want to do for Benefit Withdrawal with the value of your Penfold Pension through our Service. We can offer you access to certain pension options provided through our Partners. Our Service makes it easy for you to understand the options available.

### **20.3 Lump Sums**

20.3.1 You may decide to take a pension commencement lump sum or not.

### **20.4 Pension options**

20.4.1 You should determine whether or not any pension and annuity options offered through our Service are suitable for you before you agree to sign up to them. Any pension options are available through our Website and provide specific details on how these options work.

20.4.2 If you chose to have an annuity, the purchase of that will be arranged through the Scheme Administrator, how to select any available annuity is set out in Our Website.

### **20.5 Income withdrawal**

20.5.1 You may instruct us to start Income Withdrawal from your Penfold Pension subject to the Partner's terms and Scheme Rules. When you give us your instructions you must tell us when (subject to the Scheme Rules) you wish Income Withdrawal to start and the amount of Income to be paid to you. You must give us instructions about which Investments you wish to sell to fund that Income Withdrawal. If you do not tell us which Investments you wish us to sell, no Income will be paid.

20.5.2 When Income Withdrawal is requested, we will:

- (a) value the funds you have told us you wish to use for Income Withdrawal as per HMRC regulations;
- (b) deduct applicable Charges;
- (c) pay the Income to you (if applicable) on the 1st of the month in accordance with your instructions but subject to the provisions of the Scheme Rules and the provisions of the Finance Act and the Taxation of Pensions Act; and
- (d) tell you of the maximum amount (if relevant) which can be taken as Income Withdrawal.

20.5.3 We will value the funds you have set aside for Income Withdrawal as and when required by the Scheme Rules, the Finance Act and the Taxation of Pensions Act and advise you of the maximum amount of income which can be taken.

### **20.6 Lifetime allowance charge**

20.6.1 If any Benefit Crystallisation Event would give rise to the payment of a lifetime allowance charge (as defined in the Finance Act), we may pay the whole or part of the relevant benefit entitlement by reference to which the lifetime allowance charge would arise as a lifetime allowance lump sum (as defined in the Finance Act). For more information about the Lifetime Allowance please read the Penfold Pension Key Features Document.

### **20.7 Reporting**

20.7.1 We will send you an illustration every year of what you may receive when you take your pension benefits. If you have received income from your Penfold Pension, in a tax year, we will send to your annual illustration which shows you the likely effect of future withdrawals.

## **21 PAYMENT OF DEATH BENEFITS**

**21.1** When you open your Penfold Pension and at any time whilst your Penfold Pension is open, you may use our Service to give your wishes, or if appropriate directions about what you would like us to do with your Penfold Pension on your death. What will actually happen will be at the Trustee and Scheme Administrators' discretion, but this decision is made after careful consideration of your wishes, and circumstances made known after your death in the context of the Partner's terms and Regulatory Requirements.

**21.2** We will value Investments in Penfold Pensions in the case of death using a "quarter up" valuation, as set out in the Regulatory Requirements, being the lowest price available plus a quarter of the difference between the lowest price and the highest price available for any Investment as at the end of the day.

- 21.3** If you have not given us directions that we are to take into account on your death, we will make decisions on the payment of death benefits from your Penfold Pension which we consider to be appropriate to the circumstances that are made known to us and that are permitted by the Partner's terms Scheme Rules, the Finance Act and the Taxation of Pensions Act.
- 21.4** If you bought an annuity before your death, the terms of that annuity will determine what will happen on your death and the annuity provider will give effect to the provisions of the annuity for your death.
- 21.5** We will arrange to implement any instructions you have given to provide pension benefits to any person nominated by you in respect of unvested assets in your Penfold Pension on your death.
- 21.6** If no instruction from you has been received through our Service, we will take into account any expression of wish we have received from you, and the facts made known, before paying death benefits to one or more persons in accordance with the Gaudi Terms, Scheme Rules and the Finance Act.
- 21.7** Subject to the Scheme Rules and the payment of our Charges, we may accept instructions from your Personal Representatives, or any person entitled to benefit from your Penfold Pension after your death, to defer buying an annuity or paying other death benefits or starting Income Withdrawal. Disinvestment will only take place when a decision on how benefits are to be paid has been made and agreed with the beneficiary identified

## **22 CLOSING PENFOLD PENSIONS**

### **22.1 Closing your pension**

22.1.1 A Penfold Pension cannot be closed other than by:

- (a) exercise of your cancellation rights on opening a Penfold Pension;
- (b) a transfer to another registered pension scheme or Qualifying Overseas Registered Pension Scheme;
- (c) you having exercised such other options as are permitted under the Regulatory Requirements
- (d) your death;
- (e) your Penfold Pension having a zero value as you have withdrawn all money available through Income Withdrawal; or
- (f) your Penfold Pension having no value, and we contact you prior to closure to make you aware.

### **22.2 Closure by you**

22.2.1 You have confirmed as part of the Penfold Pension opening procedure that you have been told that we plan to move the Penfold Pension to a new registered pension scheme at no additional cost or charge to you other than set out in the Charges Guide. On and from the date when we tell you that we are able and ready to transfer your interests in the Penfold Pension under the Scheme to another registered pension scheme under the Finance Act operated by us, you thereby authorise and instruct us to instruct our Partners, and you authorise and instruct our Partners to give effect to our instruction, to transfer your then contributions to and Investments in the Penfold Pension along with all your information and transaction history held under your Penfold Pension to that new registered pension scheme all as more particularly described in the notice given by us to you in anticipation of that move.

22.2.2 Subject to Regulatory Requirements, you may tell us that you want to close your Penfold Pension. You can do this at any time by giving us prior notice in writing. Our Agreement with you will end once we have processed all outstanding Orders and payments due on your Penfold Pension and we have transferred any Assets remaining in your Penfold Pension to another registered pensions scheme (see Transfers) or all your Penfold Pension assets have been used in providing you with retirement benefits before closure or you have exercised such other options as are permitted under the Regulatory Requirements.

22.2.3 Our charges will continue to be due until the completion of the transfer of Assets remaining in your Penfold Pension to another registered pensions scheme (see Transfers) or all your Penfold Pension Assets have been used in providing you with retirement benefits before closure or you have exercised such other options as are permitted under the Regulatory Requirements. To complete the closure instruction, you will need to give us an instruction through Our Website.

## **22.3 Dormant Penfold Pensions**

22.3.1 If your Penfold Pension becomes dormant we will treat it as a paid up Penfold Pension (one to which we anticipate no contributions to be made to) which will be held until we receive further instructions from you or your Personal Representatives.

## **22.4 Suspension or closure by us**

22.4.1 We may close your Penfold Pension at any time by giving you 30 days' prior notice in writing.

22.4.2 We may suspend or close your Penfold Pension and end our Agreement with you immediately by giving you written notice if:

- (a) the law requires us to do so or we are unable to meet our obligations;
- (b) for a period of more than 6 months there are no Assets in your Penfold Pension;
- (c) we are not provided with satisfactory evidence of your identity and so cannot complete our anti-money laundering checks;
- (d) you do not comply with these Terms or any Scheme Rules (as they apply to you) in a material way;
- (e) there is any concern as to who owns the Assets in your Penfold Pension;
- (f) you do not pay sums due under these Terms;
- (g) you behave towards us in a way that we consider abusive or unreasonable;
- (h) after making reasonable efforts to do so we cannot contact you using the details that you have given us;
- (i) you are using your Penfold Pension for an illegal purpose;
- (j) you are using your Penfold Pension for market timing or similar activity;
- (k) you are using your Penfold Pension to provide business services to another person; and/or
- (l) you give us, or we become aware that you have given us, false or inaccurate information, but for which, we would not have opened a Penfold Pension for you, or because of which we are no longer able to perform the Services.

22.4.3 Where the circumstances relate to the conduct of your Penfold Pension or communications with us, we may suspend or close your Penfold Pension if any of these circumstances apply to anyone authorised to communicate with us on your behalf.

## **22.5 Effect of closure**

22.5.1 When notice of closure has been served:

- (a) we will continue to execute any current instructions that you or an Authorised Person has given us, but we will no longer accept new instructions; and
- (b) you must settle all Charges and sums due in respect of any unsettled transactions that are due to us or as a result of the closure of the Penfold Pension.

22.5.2 Once all outstanding transactions have been settled, we will:

- (a) deduct from the Penfold Pension balance any sums that are due to us from you including any sums that you owe us in relation to any other accounts that you hold with us (we may sell any investments within your Penfold Pension to meet any Charges due to us if there is not enough Cash in your Penfold Pension); and

- (b) we will then forward any Assets in the Penfold Pension to such other registered pension scheme account or accounts in your name, or as you direct consistent with the options available under the current Regulatory Requirements (unless we are prevented from doing so by any Regulatory Requirements).

22.5.3 We will have no further liability to you once any Assets remaining in your Penfold Pension have been transferred.

- (a) Closure of your Penfold Pension will not affect any legal rights or obligations that have already arisen.
- (b) If our Services are stopped or suspended, we can sell your Investments and hold the proceeds in your Penfold Pension until you give us instructions to transfer out or withdraw the Assets in your Penfold Pension.

## **22.6 Incapacity and Power of Attorney**

22.6.1 In the event of your legal incapacity, our relationship will be suspended automatically upon our receipt of written notice unless and until you have granted a power of attorney under which we can continue to act, or another person becomes entitled to act on your behalf. We reserve the right to require proof or further details of your legal incapacity.

22.6.2 When your rights can be exercised by someone else, we will continue to administer the Penfold Pension in accordance with their instructions until such time as that power is revoked, or until the time of your death.

## **22.7 Payments or transfers on death**

22.7.1 Your Personal Representatives should tell us about your death as soon as possible and let us have any documents that we reasonably request to evidence their authority to deal with your affairs before we will accept instructions from them in relation to your Penfold Pension.

22.7.2 These Terms including any Charges payable will continue to bind your personal representatives until your Penfold Pension is closed.

## **22.8 Unclaimed Investments**

22.8.1 In certain limited circumstances unclaimed Investments may be realised and transferred to charity.

22.8.2 We will maintain records of dealings with unclaimed Investments which are paid away.

## **23 OUR LIABILITY.**

**23.1** You acknowledge that the Penfold Pension and all contributions to it are held by and managed by our Partner, the Partner's terms set out the liability to you and Penfold shall have no liability in the event that you suffer any loss or damage as a result of their failure to properly protect or administer your pension. Any issues or disputes with our Partner should be handled in accordance with their terms.

**23.2** Under these Terms we will only be liable to you, the Penfold Pension holder. We will not be liable under these Terms to any third party whom you have authorised to operate your Penfold Pension.

**23.3** We are not responsible for any losses you suffer in relation to the Services that we provide, unless these losses arise because we:

- (a) are negligent or fraudulent;
- (b) knowingly or recklessly fail to comply with the Regulatory Requirements or these Terms, or otherwise materially breach the FCA Rules or these Terms;
- (c) we have failed to transmit your instructions through our Service so that any of your Assets held by our Nominee are not adequately protected; or
- (d) we have failed to exercise due skill, care and diligence in selecting a pension provider, selecting or retaining a bank, settlement agent or custodian.

**23.4** We are not responsible for the default, insolvency or other failure by a third party bank or settlement agent, clearing agent, depository, clearing or settlement system or any participant in one of them, or any Fund Provider or Fund Provider's agent with whom any Order that you give us is placed; but where we have acted in good faith but have not correctly executed any instructions that you have given us in accordance with these Terms we will restore your Penfold Pension to the condition it would have been in had the incorrect transaction not taken place. Once we have done so, we will have no further liability to you.

**23.5** We will not be responsible in any circumstances for any loss that you suffer because:

- (a) the value of your Assets goes down;
- (b) of circumstances outside our reasonable control, including but not limited to, delays in executing your Orders, changes in market conditions (including price fluctuations) before your Order is executed and any change in the law;
- (c) if we are unable to execute any instruction because of a breakdown in communication between us and an Execution Venue;
- (d) it arises from circumstances that we could not have reasonably anticipated when you gave us your instructions;
- (e) of any delay which occurs whilst we verify your identity (or the identity of anyone acting on your behalf) or your instructions;
- (f) we have, in good faith, acted on instructions that appear to be valid and given in accordance with our stated procedures;
- (g) our systems are unavailable (unless this arises as a result of our negligence);
- (h) you have provided us with inaccurate or ambiguous information;
- (i) you are unable to communicate with us partially or at all, using the internet;
- (j) of any machine or software malfunction;
- (k) you have failed to provide us with any information which we require;
- (l) of any error in data transmission; or
- (m) of your operating error.
- (n) If we cannot perform our obligations by reason of any circumstances beyond our reasonable control, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on our clients.

**23.6** We will not be liable to you for loss of business, contracts, profits, anticipated profits or anticipated savings however caused.

**23.7** We do not exclude or restrict liability in any circumstances where liability cannot lawfully be excluded or restricted.

**23.8 You will be liable:**

- (a) for any Charges reasonably and properly incurred under our Agreement or as a consequence of your breach of our Agreement;
- (b) for the results of any error on your part or on the part of any other person even though we may, in our discretion, try to remedy the error; and
- (c) for the results of any instruction being unclear or ambiguous.

**23.9 You do not have any liability to us** for claims, demands, liabilities, losses, expenses or costs (including costs of any third party) that we bear as a result of a breach of our obligations to you (including breach of FCA Rules) or of our negligence, wilful default or fraud.

## **24 OUR RIGHTS IF YOU DO NOT COMPLY WITH OUR AGREEMENT (INCLUDING OUR RIGHT TO SELL YOUR INVESTMENTS)**

- 24.1** If you do not pay money due to us you will be in breach of our Agreement and we may keep any Assets that we are holding for you as security against payment of a debt owed by you and to apply it to the repayment of that debt when due.
- 24.2** We may charge you interest on any money that you owe us at a rate of 2% above the prevailing Bank of England variable base rate, calculated on a daily basis from the date the money becomes due until full payment has been received by us.
- 24.3** If you do not pay money due to us we may combine all or any credit balances on any Penfold Pensions that you hold with us, and may use the credit balances to reduce any sums you owe to us (this is called a right of set-off).
- 24.4** If you do not have enough Cash in your Penfold Pensions to pay the sums due to us and do not pay any balance due to us when we ask you, we may keep your Assets or sell some or all of your Investments to settle the sums due at our discretion.
- 24.5** If we choose to sell your Investments in these circumstances, we will sell Investments in accordance with the Terms.
- 24.6** The net proceeds of any sale, after deduction of our Charges, will be used to reduce your liabilities. You may keep any money that is left after that.
- 24.7** If the proceeds of sale are not enough to cover the amount you owe us, you are still liable for the shortfall and must pay this to us immediately.

## **25 YOUR RIGHTS**

- 25.1** Your rights are set out in these terms. In certain circumstances you may have rights to compensation through the Financial Services Compensation Scheme (FSCS). Please see Compensation or visit FSCS's website for more details on this see <https://www.fscs.org.uk>.

## **26 COMPLAINTS**

- 26.1** If you would like to make a complaint about our Service or the way in which we have managed any of the elements of this Service, or our Partners you can let us know in the normal way you communicate with us or email us to let us know through any of the media set out in our Contact us Page.
- 26.2** You can find further information on our complaints procedure in our Complaints Handling procedure and (where applicable) in the Penfold Pension Key Features Document which is available on our Website.
- 26.3** If you are not satisfied with the way, we handle your complaint you may be able to refer your complaint to one of the following organisations:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
T: 0800 0234 567  
Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Or:

The Pension Ombudsman  
11 Belgrave Road  
London  
SW1V 1RB  
T: 020 7630 2200  
Further information is available at [www.pensions-ombudsman.org.uk](http://www.pensions-ombudsman.org.uk)

If there is a change to these contact details, you will be able to find those from either Ombudsman.

## **27 COMPENSATION**

- 27.1** Your Penfold Pension is covered by the Financial Services Compensation Scheme (FSCS). Under the FSCS you may, in certain circumstances, be entitled to receive compensation if we are unable to meet our or their obligations to retail clients, for example, if we cease trading or become insolvent, or our Partners do.
- 27.2** The FSCS was set up mainly to assist private individuals although smaller businesses and smaller charities are also covered.
- 27.3** The amount of compensation that you may be entitled to receive under the FSCS depends on the type of business being carried out and the circumstances of the claim. Most types of investment business are covered, as at the date of our Terms, up to £85,000 for any one claimant. These limits may change from time to time. Please note that compensation limits apply to your total holdings with an organisation in relation to each category of claim and therefore each limit includes all the investments or all the cash that you hold across your accounts with one organisation. Depending on your claim the limits may apply to each of our Partners separately.
- 27.4** Please note that the FSCS does not protect against market volatility. In addition, compensation arrangements in overseas jurisdictions may differ to those in the UK.
- 27.5** Further information on the FSCS is available on their website [www.fscs.org.uk](http://www.fscs.org.uk)

## **28 HOW AND WHEN WE WILL VARY OUR TERMS AND CHARGES**

- 28.1** We may vary these Terms and our Charges at any time if we have a valid reason to do so. We consider the following to be valid reasons:
- (a) to respond proportionately to changes in Regulatory Requirements;
  - (b) to comply with any decision or recommendation of a legal body or legal decision;
  - (c) to reflect good industry practice or changes in the operation of the markets;
  - (d) as a result of changes to our systems and processes and the way our business operates, or any changes to or affecting any third parties with whom we engage whilst providing the Services;
  - (e) to remedy obvious errors; or
  - (f) to proportionately reflect legitimate cost increases in, or restructures of, the Services we provide.
- 28.2** If we vary these Terms to your disadvantage or vary our Charges for a reason that is not specified in our Agreement with you, we will give you 30 days' prior notice in writing, except as set out in these Terms.
- 28.3** Whenever we give you notice of a material amendment that is to your disadvantage, you will be able to close your Penfold Pension during the notice period specified in accordance with your current Terms. If you do not do this, you will be deemed to have accepted the change.
- 28.4** In the case of changes that we have to make for the purposes of complying with Regulatory Requirements, we may vary these Terms with immediate effect.
- ## **29 WE MAY SUSPEND OR WITHDRAW OUR WEBSITE**
- 29.1** **Availability of our website.** Please note that we do not guarantee that the Services, our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons, but we will always try to give you notice if this happens.
- 29.2** **Suspending your Penfold Pension.** We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 29.3** **Potential threats.** If you know or suspect that anyone other than you know the details of your user account, please let us know through our Contact Us Page.

## **30 INTELLECTUAL PROPERTY**

**30.1** We own or licence all intellectual property rights in our website, and in all of the material available on it. This material is protected by copyright laws and treaties around the world and we reserve all rights in respect of this. You are not allowed to use any of our Intellectual Property except in the utilisation of our Service.

## **31 HOW WE MAY USE YOUR PERSONAL INFORMATION**

**31.1** We will only use your personal information as set out in our Policy on this.

## **32 OTHER IMPORTANT TERMS**

**32.1** **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **32.2 Transferring or delegating our rights under the agreement**

**32.2.1** We may delegate the performance of our obligations under our Agreement with you to a third party. Before doing so we will take reasonable care to make sure that the third party will competently perform the obligations delegated, we will monitor the performance of the third party's activities and will remain primarily responsible for the obligations delegated.

**32.2.2** We may also transfer all or part of our rights and obligations under our Agreement with you to a third party (a "Transferee Firm"). We do not need your consent to do this but will only do so if we receive undertakings from that third party that you will be no less favourably treated than before the transfer was effected.

### **32.3 Transferring your rights and obligations under the agreement**

**32.3.1** You may not assign or otherwise transfer any of your rights or obligations under the agreement to anyone else unless we have given you our prior written consent.

### **32.4 Legal/Tax matters**

**32.4.1** We will not provide you with legal or tax advice and recommend that you obtain your own independent advice.

**32.4.2** Taxes and duties may be imposed by the government or other bodies on Services that we provide to you. We will tell you whether these taxes and duties will be included in our Charges or are detailed separately. You may have to pay them even if your Penfold Pension is designed to take advantage of other relief or exemptions.

**32.4.3** If we have to pay any tax liability that you incur on your behalf, we may recover these costs from you.

**32.4.4** You will be liable for all other taxes that are personal to you in respect of your Penfold Pension, Assets and transactions through your Penfold Pension. Your tax liability depends on your personal circumstances and may be subject to change in the future.

**32.4.5** We will stop acting on your instructions until applicable taxes and duties along with any applicable third-party charges are paid by you.

**32.4.6** We have obligations under the European Union tax rules which require us to provide certain information about you as the beneficial owners of your Investments or levy the appropriate rate of withholding tax to UK and other member states' authorities.

**32.4.7** We are obliged under UK legislation, agreements and tax treaties with worldwide jurisdictions to provide information on clients and withhold tax. We will endeavour to collect income on your behalf under the appropriate rate of withholding tax, provided that we have the appropriate documentation from you.

### **32.5 Nobody else has any rights under these Terms**

**32.5.1** These Terms are between you and us. No other person shall have any rights to enforce any of its terms

**32.6 If a court finds part of these Terms illegal, the rest will continue in force**

32.6.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**32.7 Even if we delay in enforcing these Terms, we can still enforce it later**

32.7.1 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

**32.8 Regulatory Compliance**

32.8.1 We conform to the Regulatory Requirements as they apply to us operating Our Service in the UK.

**32.9 Which laws apply to these Terms and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**General Risks of Investing**

Your Penfold Pension is used for investment purposes. As we provide an execution only service, we do not provide any financial advice or make recommendations which means that any decision is made by you or on the advice of a financial adviser which you have appointed. If you are in any doubt you should consult a professional financial adviser.

With all investments your capital is at risk and the value of your investments and the income deriving from it can go down as well as up. You may get back less than the amount you originally invested.

All investments carry an element of risk. There are general risks that apply to all investments and some which are specific to an individual fund or type of investment. Listed below is important information about the risks of investing, please note that this is not an exhaustive list of all the risks associated with any particular investment. You should read the relevant Penfold Pension Key Features Document and Charges Guide and the Key Investor Information Document (KIID), Key Information Document (KID) or Prospectus for any Fund or PRIIP you wish to invest in as these will contain important information that could influence your decision.

Laws and tax rules may change in the future without notice. This information takes no account of your personal circumstances which may have an impact on tax treatment.

Past performance is not a guide to future performance. Future returns are not guaranteed. What you receive when you sell your investments is not guaranteed, it depends on how your investment performs and the charges applied.

Foreign markets involve different risks from the UK market.

Investments in emerging markets or less developed countries may have less regulatory control and less supervision of their financial markets, and consequently less investor protection.

Transaction costs, commissions and local taxes may be higher than in more developed financial markets. This may all mean your money is at greater risk. Investments which are denominated in a currency other than Sterling may be affected by movements in exchange rates. Consequently, the value of an investment may rise or fall in line with exchange rates.

Investments may be adversely affected by changes in interest rates and expectations of inflation. They may be subject to credit, liquidity and duration risks. Adverse changes in the financial position of an issuer to repay their debt or have their credit rating reduced. Generally, the higher perceived credit risk of the issuer, the higher the rate of interest.

Illiquid securities can take a lot longer to sell than other types of investment so you may not be able to sell when you want to. Illiquid securities, like equities, can rise or fall sharply at any time.

Funds may invest in Derivatives. Derivatives are used to protect against currencies, credit and interest rate movements or for investment purposes. There is therefore a risk that losses could be made on derivative positions or that the counterparties could fail to complete on transactions.

In these Terms, the meaning given to defined words in the Scheme Rules shall have the same meaning in these terms and the following words and expressions have the meanings set out below:

**“Agreement”** means the relationship between you, us and Gaudi, as determined by the documents which may be amended from time to time, specified in **“Our terms at a Glance”**;

**“Annual Fee”** means the sum of the Administration Fee and the Annual Management Charge as set out in the Charges Guide;

**“Annual Management Charge”** means a charge levied on investors by a Fund Provider for the administration and management of a Fund;

**“Application”** means the application you complete in relation to your Penfold Pension on our Website;

**“Assets”** means all Cash and Investments that you hold in your Penfold Pension and any part or combination of these;

**“Authorised Person”** means the person nominated or authorised by you as the person with whom we will communicate and from whom we can accept instructions that is not registered with the FCA and whom we have agreed can act as your Authorised Person;

**“Bank Account”** means the UK bank account in your name that you nominate to receive payments from and make payments into your Penfold Pension;

**“Benefit Crystallisation Event (BCE)”** has the same meaning as in the Finance Act. A BCE occurs when your Penfold Pension is used to provide pension or other benefits;

**“Business Day”** means any day on which banks in the UK are generally open for business, other than a Saturday, a Sunday and public holidays;

**“CASS”** means Client Asset Sourcebook (CASS) of the FCA Rules for firms who hold or control client money or custody assets;

**“Cash”** means cash, money paid by an electronic payment system, excluding cash and notes;

**“Charges”** means the fees, charges, interest and other expenses, including **“Benefit Withdrawal Fees”** (payable on taking an entitlement from the Penfold Pension), **“Administration Fees”** (for the general administration of your Penfold Pension) and **“Annual Management Charge (AMC)”** taken by fund providers or managers all as more particularly set out in the Charges Guide, that we, or where applicable, associated companies within the same corporate group as us, or third parties may require you to pay, or that you or we may incur, when you use our Services including but not limited to those set out in the Charges Guide;

**“Charges Guide”** means the document or page on Our Website that we will make available to you setting out our charges to be paid by you, as varied from time to time;

**“Client Reference”** means the unique identifier we use to identify each customer, and which is advised to you;

**“Collective Investment Scheme”** means a unit trust scheme, OEIC or recognised scheme (as these expressions are respectively defined in the FCA Rules or in these Terms);

**“Contact us Page”** means that or those pages which set out how you communicate with us;

**“Conflicts of Interest Policy”** means the policy relevant to your Penfold Pension (as amended from time to time) stating how conflicts of interest are managed;

**“Contribution”** means a cash payment to your Penfold Pension;

**“Corporate Action”** means an event that affects an Investment or Fund in your Penfold Pension. This includes a wide range of corporate actions, including takeovers, rights issues, mergers and conversion;

**“CRD Credit Institution”** means a credit institution that has its registered office (or, if it has no registered office, its head office) in an EEA State, excluding an institution to which the Capital Requirements Directives (**“CRD”**) does not apply under article 2 of the CRD;

**"Custodian"** means the firm appointed by us and the Scheme Administrator to deal and hold the Assets in your Penfold Pension, provide us with related services including cash payment services, asset price and information data and perform client money and asset reconciliation in accordance with CASS;

**"Execution Venue"** means the market on which an Investment can be traded;

**"FCA"** means the Financial Conduct Authority (25 The North Colonnade, Canary Wharf, London E14 5HS) or any other successor entity regulating the UK financial services industry;

**"FCA Rules"** means the current rules and guidance of the FCA;

**"Finance Act"** means the Finance Act 2004 and any regulations made under it, as amended, re-enacted or replaced from time to time;

**"FSMA"** means the Financial Services and Markets Act 2000, and any regulations made under it, all as amended, re-enacted or replaced from time to time;

**"Fund"** means a Collective Investment Scheme operated by a Fund Provider;

**"Fund Provider"** means the manager or distributor of a Fund;

**"Gaudi"** means the group of companies which provides the Scheme Administrator of the Penfold Pension; currently Gaudi Regulated Services Limited (Company Number 6638918) who are authorised and regulated by the Financial Conduct Authority (FCA Registration Number 488015), and the Trustee; currently Gaudi Trustees Limited (company Number 7898388);

**"Gaudi Terms"** means that part of the Penfold Pension that sets out the terms of the Trustee and Scheme Administrator of the Scheme;

**"HMRC"** means the Commissioners of Her Majesty's Revenue & Customs;

**"Income Withdrawal"** in relation to a Penfold Pension means the income withdrawal options described in the Finance Act permitted to be taken from a Penfold Pension;

**"Investment"** means a share, bond or other type of financial product including units in Funds unless otherwise stated;

**"Key Facts"** means (as defined in the Regulatory Requirements) the document which sets out the high level aims and features of your Penfold Pension;

**"Key Information Document"** means the key information document for a PRIIP;

**"Key Investor Information Document"** means the key investment information document or equivalent document for a Fund;

**"Legal Entity Identifier"** means the unique legal entity identifier allocated to individuals, legal entities or structures, including companies, charities or trusts;

**"Natural Personal Identifier"** means the identifier that your national authorities use to identify you as an individual (for example National Insurance Number if you are a UK resident) as your Legal Entity Identifier;

**"Nominee"** means the firm appointed or removed in accordance with the Scheme from time to time, in whose name Investments through your Penfold Pension will be registered;

**"Normal Minimum Pension Age"** means age 55;

**"OEIC"** means an open-ended investment company;

**"NURS"** means a Fund structured as a non-UCITS retail scheme in accordance with the FCA Rules;

**"Order"** means a confirmed instruction to execute a purchase, sale or other transaction in a Permitted Investment for your Penfold Pension given at the time of opening a Penfold Pension or subsequently;

**"Partner(s)"** means Gaudi or any one or more of the firms that we bring together to use to make your Penfold Pension work either for our interests in carrying out Services or on your behalf as your agent;

**"Permitted Investments"** means the range of Investments for which you can place Orders through your Penfold Pension and which are specified on our Website or, where applicable, are specified in the Key Facts for the Penfold Pension. For a Penfold Pension, Permitted Investments includes only Investments which can be held in these Penfold Pensions under the applicable Regulatory Requirements;



**“Penfold”** means Penfold Savings Limited company number 11668244 Registered office address Kemp House, 160 City Road, London, England, EC1V 2NX;

**“Penfold Pension”** means the SIPP Account or arrangement you have under the Scheme which provides you with certain benefits available from a registered pension scheme;

**“Penfold Pension Benefits”** means the entitlements that may be paid to you or in respect of you through the Penfold Pension;

**“Penfold Plan”** means the Fund you have chosen via Our Website for your Penfold Pension to invest into;

**“Personal Representatives”** means the individuals who have obtained probate, confirmation or letters of administration on your death; or the individuals who we are reasonably satisfied it is legitimate for us to take instructions from in relation to your estate, where no person has applied for probate, confirmation or letters of administration;

**“PRIIP”** means a packaged retail and insurance-based investment product which includes but is not limited to, the following retail products, certain regulated Collective Investment Schemes, structured investment products, alternative investment funds that are not Collective Investment Schemes (e.g. an investment trust) and debt securities;

**“Privacy Policy”** means the policy statement setting out the implementation of the Regulatory Requirements under data protection and privacy applicable to your Penfold Pension (as amended from time to time);

**“Qualifying Recognised Overseas Pension Scheme”** has the same meaning as in the Finance Act – broadly, an overseas pension scheme that is recognised as eligible to receive transfers from registered pension schemes in the UK;

**“Regulatory Requirements”** means:

- any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation, rules or guidance made by an applicable regulatory body including the FCA), or as the result of a decision by a court, ombudsman or similar body; or
- any obligation under any industry guidance or codes of practice which we or, where relevant, another person, follows; or
- any other legal or regulatory requirement which is effective in the United Kingdom and to which we must give effect in operating Penfold Pensions and providing Services;

**“Scheme”** means registered pension scheme established by Trust Deed and Rules dated 13 January 2012 known as the GRSL SIPP through which your Penfold Pension is provided established or any replacement registered pension scheme determined by us;

**“Scheme Administrator”** has the same meaning as set out in the Scheme Rules;

“Scheme Rules” means the trust deed and rules (as amended from time to time) which govern the Scheme;

**“Security Details”** means the personalised information (such as passwords, security questions and answers, personal identification numbers and account number) or the ‘Magic Link’ secure authentication email or text message that we send to you that apply to your Penfold Pension;

**“Short Position”** means a situation which will arise if you contract to sell Investments which you do not own through your Penfold Pension, or do not have authority to sell or cannot deliver to the market by the agreed settlement date;

**“SIPP Account”** means an account or an arrangement under a registered pension scheme under the Finance Act which provides certain benefits available from such a registered pension scheme;

**“Our Services”** means the Services provided by Penfold described in these Terms consisting of the provision of our Website, reception, transmission of your Orders, and instructions in relation to the Penfold Pension and all ancillary services that we provide to you under our Agreement For you and your Penfold Pension, but excluding the execution of Orders, the safekeeping of your Assets and the purchase or provision and administration of benefits from your Penfold Pension;



**“Supplementary Information Document”** means the supplementary information document for a Fund;

**“Taxation of Pensions Act”** means the Taxation of Pensions Act 2014 and any regulation made under it, as amended, re-enacted or replaced from time to time;

**“Tax Year”** means the tax year beginning on 6 April in any year;

**“Terms”** means these terms and conditions as amended from time to time,

**“UCITS”** means a Fund structured as an undertaking for collective investment in transferable securities;

**“Unit”** means a unit or share in a Fund;

**“we”, “us”, “our”** means Penfold Savings Limited and any other party to whom we have transferred our rights and obligations under our Agreement;

**“Website”** and **“Our Website”** means [www.getpenfold.com](http://www.getpenfold.com) or any other internet address which we may tell you about; and

**“you”** or **“your”** means the person or persons on whose behalf we operate a Penfold Pension in respect of which we will provide the Services in respect of our Agreement

**SCHEDULE 1 – CUSTODY TERMS****1 BACKGROUND**

- 1.1** Under the Terms, you consent to Penfold and Gaudi (the “Investment Services Provider”) appointing Seccl Custody Limited (“SCL”) as the Custodian to provide:
- the custody services more particularly described in this schedule
  - cash payment services, asset price and information data
  - client money and asset reconciliation in accordance with the Client Asset Sourcebook (“CASS”) of the FCA Rules
- 1.2** SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN (“FCA”), registration number 793200, to arrange, safeguard and administer custody of cash and Assets.
- 1.3** SCL is registered in England, registration number 10430958. To contact SCL, write to 5-7 Pulteney Mews, Bath, BA2 4DS.
- 1.4** Terms not defined in these Custody Terms have the meaning set out in the Terms or the FCA Rules.

**2 SYSTEM OPERATION – APPLYING AND TRANSACTING**

- 2.1** The Custodian is authorised to ensure that the custody of your cash and Assets are managed compliantly in accordance with the applicable regulations.
- 2.2** Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through the Investment Services Provider, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with these Terms.
- 2.3** All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or the Investment Services Provider.
- 2.4** Client Assets will be registered to Digital Custody Nominees Limited (“Nominee”) which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your Assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.
- 2.5** Your cash and Assets will be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.
- 2.6** SCL will have instances where we need to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.
- 2.7** SCL will use reasonable care and due diligence to perform its custodian duties. Your Assets will be held separately SCL’s Assets, if SCL goes out of business. If any shortfall of Assets arises as a result of SCL’s or a third-party nominee or sub-custodian’s insolvency, these would be shared on a proportionate basis with affected clients.
- 2.8** Where SCL receive income from your investments through dividend payments, fund distributions and corporate actions, SCL will reconcile and credit these to your accounts.
- 2.9** As corporate action events arise, SCL will inform the Investment Services Provider where actions are applicable to your Assets.
- 2.10** SCL will facilitate the transfer of cash and Assets in accordance with client instructions and Section 10 of the Investment Services Provider’s Terms.

**3 CASH PROCESSES**

- 3.1** Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.
- 3.2** SCL will not pay any interest on cash held in Client Money accounts. You will be notified by Investment Services Provider of any changes if our policy on client interest change.

## **4 SETTLEMENT**

**4.1** Settlement of Client Assets will accord with market best practice. Where Assets are traded in Exchange Traded Instruments “ETIs”, SCL will normally operate on a delivery-versus-payment “DVP” settlement process. By agreeing to the Custody Terms, you permit SCL to apply DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third working day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.

**4.2** For model portfolio and switch orders, we will place a buy order after the sell instruction is confirmed by the fund manager or the market. We may delay the purchase of ETI orders if the intended settlement date on the sale of a fund, is a day or more longer than that of the ETI order.

## **5 ASSET RECONCILIATIONS**

**5.1** SCL will reconcile Client Money and Assets in accordance with CASS.

**5.2** Client Money will be reconciled on a Business Day basis and Assets will be reconciled externally according to their type and registration.

## **6 LIENS**

We reserve the right to enforce the right of liens over the Assets under the Terms.

## **7 COMMUNICATIONS**

**7.1** All communication with you will be in English through the online message portal provided by the Investment Services Provider.

**7.2** SCL will provide quarterly valuation statements and contract notes, which will detail the buys or sells instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the Investment Services Provider promptly of any errors or omissions in respect of the accuracy of these documents.

**7.3** For all other communications, you can contact SCL directly using the methods in these Custody Terms.

## **8 COMPLAINTS**

**8.1** SCL has its own complaints policy. If you want to complain, please contact the Investment Services Provider first. If you do not think this is appropriate or the Investment Services Provider is unable to meet its obligations, please contact SCL by email at [complaints@seccl.tech](mailto:complaints@seccl.tech) or by post to The Compliance Officer, 5-7 Pulteney Mews, Bath, BA2 4DS.

**8.2** If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9 123; email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); and website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **9 REMUNERATION**

The Investment Services Provider pays SCL for Custody services.

## **10 CONFLICTS OF INTEREST**

SCL maintain a Conflicts of Interest policy independent of the Investment Services Provider. It is available by contacting the Investment Services Provider or SCL.

## **11 FORCE MAJEURE EVENT**

**11.1** To the extent permissible under applicable law, neither you nor SCL shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or SCL from fulfilling obligations under these Custody Terms (“Force Majeure Event”). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify the other party of a Force Majeure Event or potential Force Majeure Event as soon as possible.

**11.2** If a party is prevented from performing all or substantially all of its obligations under the Agreement by a Force Majeure Event for a continuous period of 30 days or more either party shall be entitled to terminate this Agreement immediately by giving written notice to that effect to the other Party.

## **12 DATA PROTECTION**

**12.1** In acting as your Custodian SCL, will have access to the data you provide on application to the Investment Services Provider service. In the Service Agreement between the Investment Services Provider and SCL both parties are joint Data Controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.

**12.2** SCL will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.

## **13 FSCS**

**13.1** The Investment Services Provider is covered by the Financial Services Compensation Scheme ("FSCS"). If the Investment Services Provider ceases trading and cannot meet our obligations you may be entitled to compensation from the scheme up to a maximum of £50,000 (or such other value covered from time to time by the FSCS) for investment claims.

**13.2** Further information about the compensation arrangements is available from the FSCS directly.

- Website: [www.fscs.co.uk](http://www.fscs.co.uk) Telephone: 0800 678 1100 / 020 7741 4100
- Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

## **14 USE OF THIRD PARTIES**

**14.1** To provide custody services SCL will use the services of third-party service providers.

**14.2** Examples include the provision of; Data and price feeds of Assets, the execution of trading instructions, clearing and settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

**14.3** Where services are provided by a third-party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for clause 2.4, SCL does not guarantee proper performance by the third-party and will not itself be responsible if a third-party provider fails to meet its obligations. This means that should the third-party default or becomes insolvent, you may lose some or all of your Assets and will not necessarily be entitled to compensation from SCL. Including, in circumstances where it is not possible under the relevant national law and the registration under clause 2.6 to identify the Client Assets from the proprietary Assets of the third-party firm.

## **15 TERMINATION**

**15.1** SCL may terminate these Terms at any time by giving the Investment Service Provider 30 days' written notice (subject to applicable law and regulatory requirements). There is no minimum duration of these Terms.

**15.2** SCL may also terminate these Terms with immediate effect by written notice if required to do so for legal or regulatory reasons or on instructions from the Investment Services Provider.

**15.3** In this event, the Investment Services Provider will instruct SCL where to transfer the Client Assets and Client Money. If the Investment Services Provider does not do so promptly, or if the Investment Services Provider no longer represents you, then you will on request give the relevant instruction. The Custodian will transfer Client Assets and Client Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them directly to you. These Terms will continue to apply until such transfer of the Client Assets and the Client Money is complete.

## **16 SEVERABILITY**

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**17 NOTICES OF CHANGE/VARIATIONS**

We may change these Custody Terms in whole or in part. We can do this for the reasons stated in Section 28 of the Terms.

**18 GOVERNING LAW**

**18.1** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

**18.2** You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or its subject matter or formation.

**19 LIABILITY**

**19.1** SCL will act with all reasonable skill, care and diligence in acting as your Custodian. SCL will be liable to you for any direct loss that is the result of negligence or failure by SCL to account for Assets in Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the Investment Services Provider.

**19.2** Nothing in these Custody Terms shall be read as excluding or restricting any liability we may have for death or personal injury

**19.3** SCL will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Account;
- from the default of any bank, fund manager or provider which holds your cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets and investments;
- from any tax liabilities or charges that are incurred in relation to your Account and/ or the Assets held within it; or
- from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.

**19.4** You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

**20 HEADINGS**

The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.