



#### **JUNIOR ISA TERMS**

These Terms apply to the Accelerate Stocks and Shares Junior Individual Savings Account (JISA).

In the event of any conflict between these JISA Terms and any other Terms, the JISA Terms will apply.

In these terms SCL means **Seccl Custody Limited**, who is the ISA Manager. SCL is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

#### 1. COMMENCEMENT

- 1.1 Your Accelerate JISA account will not start until your first subscription or transfer amount is received by us.
- 1.2 The JISA allows you to invest separately on behalf of a child, subject to a lower annual subscription limit. When the child for whom a JISA is opened reaches age 18, it automatically converts into an Accelerate Stock & Shares ISA held in their own name.

#### 2. YOUR JUNIOR ISA

- 2.1 A child can hold a maximum of one cash JISA and one stocks and shares JISA at any time up to the age of 18. Any JISA held can be transferred to different providers.
- 2.2 Your Accelerate stocks and shares or JISA is subject to the Individual Savings Account Regulations 1998 ("ISA Regulations") and, in the event of any inconsistencies between the ISA Regulations and these JISA Terms, the ISA Regulations will prevail.

### 3. ABOUT YOUR JISA MANAGER

- 3.1 SCL is approved by HM Revenue & Customs for these purposes.
- 3.2 SCL will manage your Accelerate JISA in line with the ISA Regulations.
- 3.3 SCL does not provide any investment advice to you in relation to the investments you wish to hold in your Accelerate JISA. All investment decisions that you take in respect of the investments that you wish to hold in your JISA will be yours or those of the Investment Services Provider (ISP) where you have authorised the ISP to take such decisions on your behalf. The ISP is Cooper Parry Wealth operating as CP Accelerate.



#### 4. ELIGIBILITY

- 4.1 If the child already holds either a stocks and shares JISA or a Child Trust Fund (CTF), this must be transferred across to us in full in order to open and subscribe to our Accelerate JISA. In addition to open a JISA the child must be:
- 4.2 under the age of 18, and
- 4.3 resident in the UK or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant
- 4.4 The person who opens the JISA will be the "registered contact" for legal purposes and will be responsible for making the investment decisions and managing the account until the child reaches 18 and the JISA converts into an ISA. At that time the former child beneficiary becomes entitled to manage the investments as the holder of the ISA.
- 4.5 The registered contact must be a person with parental responsibility for the child holding the account.

#### 5. SUBSCRIPTION LEVELS

- 5.1 The Registered Contact is responsible for ensuring that the JISA subscription limit is not exceeded for every tax year subscriptions are paid.
- 5.2 Once the JISA subscription limit for a tax year has been reached (taking into account any cash JISA held), no further subscriptions can be made to this Accelerate JISA or any cash JISA held.
- 5.3 In each tax year the Eligible Child may only subscribe to one Cash JISA and one Stocks and Shares JISA with the same or different providers in any combination of subscription up to the overall subscription limit.

### 6. JISA INVESTMENTS

6.1 You may hold such investments in your Accelerate JISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your Accelerate JISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.



- 6.2 In accordance with the JISA Regulations, SCL will register the investments held in your Accelerate JISA in the name of one of its nominees.
- 6.3 The Eligible Child is, and must remain as, the Beneficial Owner of JISA Assets. JISA Assets must not be used as security for a loan.
- 6.4 We will make available to you on request copies of reports and accounts, scheme particulars or meeting and voting information issued by the providers or issuers of investments or managers where necessary due to legislative or regulatory requirements. We will not exercise any voting rights attaching to your investments, if you ask, we may request from the relevant company that you attend investors' meetings, vote and receive any other information issued.

# 7. NORMAL TAX TREATMENT OF JISA ASSETS

- 7.1 No tax is payable on any income received and any gain arising on investments.
- 7.2 We, as ISA Manager will, in accordance with the ISA Regulations, make reclaims, conduct appeals, and agree on our behalf, liabilities for and relief from tax in respect of your JISA.
- 7.3 You authorise SCL, as ISA Manager, to provide HMRC with all applicable details of your JISA.
- 7.4 You may be required to pay tax on any income or gains on investments in your JISA if it becomes void or in need of repair.

## 8. WITHDRAWALS

- 8.1 No withdrawals are allowed from the Accelerate JISA before the Eligible Child reaches the age of 18 except:
- 8.2 On the death of the child, or
- 8.3 On direct instruction from HMRC, where the child is terminally ill or where the JISA is void or repaired, or
- 8.4 To pay any charges due

#### 9. DEATH

If you die, we will deal with your JISA as instructed by your personal representatives. They must first prove they have authority to give this instruction to us via Cooper Parry Wealth. Your personal representatives can instruct Cooper Parry Wealth to sell the JISA investments and for us to pay the proceeds to the personal representatives in cash, or to transfer the JISA investments to them.



#### 10. TRANSFERS

- 10.1 We accept the transfer of the following held by an Eligible Child:
- 10.2 a whole Stocks and Shares Junior ISA;
- 10.3 a whole Child Trust Fund in cash;
- 10.4 and part or whole of a cash Junior ISA.
- 10.5 If only part of a cash Junior ISA is being transferred to us, any payments that have been made in the current tax year must be transferred to us in full.
- 10.6 The transfer will depend on the other ISA Manager or Child Trust Fund provider agreeing.
- 10.7 You may ask us to transfer all of your Accelerate JISA from SCL to a different authorised JISA manager and subject to the ISA Regulations. The transfer will depend on the other manager agreeing.
- 10.8 On receipt of a valid instruction from another JISA manager, SCL will transfer your Accelerate JISA to them within the timescale stipulated by you, however your requested timescale must not be less than 30 days.
- 10.9 Our Accelerate JISA must always be fully transferred.
- 10.10 You (or the ISP on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other JISA manager with your instructions in writing.

## 11. CANCELLING YOUR JISA

11.1 You can cancel your Accelerate JISA by contacting the ISP within 30 days of opening the account. You can choose to withdraw the value of any investments you've made or transfer to another provider. We will not be liable for any losses or costs following the sale of your investments.

## 12. ENDING YOUR JISA

- 12.1 SCL may terminate its services as your Accelerate ISA Manager by giving you 30 days written notice.
- 12.2 In the event of termination: -
- 12.3 SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the JISA Regulation, these JISA Terms, or the Client Agreement; and



12.3.1 these JISA Terms will continue to apply to your JISA until all transactions or transfers have been effected and relevant payments made.

#### 13. A VOID JISA

- 13.1 We will manage your Accelerate JISA in accordance with HMRC's JISA regulations. We will notify you and must inform HM Revenue and Customs if, for any reason, your account has ceased or will become void for tax purposes because the provisions of the JISA regulations have not been met, or you have not complied with these Terms. If your Accelerate JISA becomes void, you may lose part or all of your tax exemption relating to the JISA.
- 13.2 When we receive your instructions, all investments held in your Accelerate JISA account and proceeds arising from those investments will be transferred or paid to you within 30 calendar days of the request being received. We will not be liable for any losses or costs following the sale of your investments.
- 13.3 For more information on the reasons a JISA might become Void please speak with your Adviser.

#### 14. DELEGATION

- 14.1 Subject to the JISA Regulations, SCL may delegate any of its functions under these JISA Terms to another organisation which SCL, exercising due skill, care, and diligence, has determined as being competent to exercise such functions.
- 14.2 Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your JISA as that organisation may reasonably require for the purposes of exercising the delegated functions

### 15. YOUR PERSONAL INFORMATION

15.1 SCL are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to our obtaining, using, and storing your personal information as set out in our Privacy Policy.

### 16. INTELLECTUAL PROPERTY

16.1 All copyright, trademarks and other intellectual property in the materials and information on the SCL website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as

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granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

#### 17. COMPLAINTS & FSCS COVER

17.1 If you have a complaint about any element of the JISA, please contact us at support@seccl.tech.

17.2 Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint.

17.3 We will endeavour to resolve any complaint as soon as possible.

17.4 If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact.

This further contact will be within eight weeks of receipt of the complaint.

17.5 By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

### **Financial Ombudsman Service**

**Exchange Tower** 

Harbour Exchange Square

London E14 9SR

Telephone: 0800 023 4567 (call charges will vary)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

17.6 The Accelerate JISA is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your Accelerate JISA, its Assets and any Cash held in your JISA and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure



- and the circumstances of your individual claim. The current compensation limits are as follows:
- 17.7 for Cash, such as the money in your JISA bank account £85,000 per eligible claimant, per Bank;
- 17.8 for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).
- 17.9 Our current banking partner is Lloyds Bank plc, and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us, or visit the FSCS website at fscs.org.uk. The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

#### 18. CHANGING OR ENDING THESE TERMS

- 18.1 You agree to SCL transferring all or any of our rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If we do this, we will give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your Accelerate JISA from the time that the change takes effect to the extent that those obligations applied to our appointment. The new administration company, will take on our obligations to provide the services under these Terms & Conditions in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive a poorer service.
- 18.2 We may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your Accelerate JISA is open as follows:
- 18.3 to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;
- 18.4 to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;
- 18.5 to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 18.1 above;
- 18.6 to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements;



- 18.7 to reflect any changes to terms agreed between us and any third parties which are relevant to your Accelerate JISA;
- 18.8 to make reasonable increases to our charges to reflect any changes to the costs that we incur;
- 18.9 If any changes are made to the Terms & Conditions, the latest version will always be available on our website at https://www.cooperparrywealth.com/cp-accelerate-supporting-docs/ and you should refer to them regularly. Where the changes are reasonably considered to be material or detrimental to you, SCL will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).
- 18.10 Notwithstanding clause 18.3, changes that are necessary due to reasons outside of our control (e.g. a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.
- 18.11 In either case, if you are not happy with any change we make or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this if a fee ever becomes due.

Cooper Parry Wealth Limited is the platform operator who is authorised and regulated by the Financial Conduct Authority, Registration No. 197193 and registered in England and Wales No. 04220777.

Registered office: Sky View, Argosy Road, East Midlands Airport, Castle Donington, Derby, DE74 2SA.