

## INDIVIDUAL SAVINGS ACCOUNTS 2009/2010

Individual Savings Accounts (ISAs) can be used to benefit from tax-advantageous saving. There are two types of ISA – the Stocks & Shares ISA, comprising entirely of stocks and shares; and the Cash ISA. These are designed to suit different types of saver.

### STOCKS & SHARES ISA

A Stocks & Shares ISA allows you to invest with one Stocks & Shares ISA product provider only per financial year in addition to a Cash ISA provided that the overall subscription limit is not exceeded. You are able to invest the whole of your annual allowance in stocks and shares. EFG Harris Allday Stocks & Shares ISAs are therefore appropriate for clients interested in both growth and income from investment in the stock market.

### How much can I save within an EFGHA Stocks & Shares ISA?

In the 2009/2010 tax year you can invest up to £7,200 in a Stocks & Shares ISA. The whole of the allowance can be invested in stocks and shares.

### CASH ISA

Whereas EFG Harris Allday does not offer a Cash ISA product, you should be familiar with the following should you have or be considering a Cash ISA.

A Cash ISA allows you to invest with one Cash ISA product provider only per financial year in addition to a Stocks & Shares ISA provided that the overall subscription limit is not exceeded. To take advantage of the annual subscription limit if you subscribe to a Cash ISA you are still able to subscribe to an EFG HA Stocks & Shares ISA during the financial year.

### How much can I save within Cash ISA?

In the 2009/2010 tax year you can invest up to £3,600 in a Cash ISA with the remaining £3,600 invested in an EFG HA Stocks & Shares ISA.

### The EFG Harris Allday Experience

EFG Harris Allday is a trading division of EFG Private Bank Limited which is a subsidiary of EFG International (EFGI), a global private banking group offering private banking and asset management services, headquartered in Zurich.

EFG HA offers a very wide range of financial and investment management services including ISAs, Charity and Trust Funds, Unit Trusts & Investment Trusts, Pension Funds and Euro & International Bonds.

### Your Quick Guide to ISAs in the 2009/2010 tax year

Availability and closing dates	2009/2010 Financial Year up until 5th April 2010
<b>STOCKS &amp; SHARES ISA</b>	
Eligibility	UK residents aged 18 and over not already subscribing to another Stocks & Shares ISA in this financial year.
Investment limits	£7,200, including up to £3,600* in a cash component. <small>*EFG HA does not offer a cash ISA product, though you can invest the maximum £7200 allowance entirely into the EFG HA Stocks &amp; Shares ISA.</small>
Interest on cash deposits	No relief from taxation applies to interest earned within a Stocks & Shares ISA. EFG HA will pay to the Inland Revenue, an amount representing the lower rate of tax in force for the year on all sums of interest earned.
Management Charges	½ % charged half yearly in arrears on value of the ISA (including cash) plus V.A.T.
Dealing Charges	Charges on all transactions will be levied at EFG HA's published rates
Exit Charge	A closing fee of ½ % of the value of the ISA on transfer will apply on withdrawal, termination or transfer plus V.A.T.
Risk	All permissible investments within a stocks and shares ISA involve some risk. Please remember that their prices and the income derived from them can fall as well as rise.
Minimum Investment in EFG HA ISAs	£1,000
Capital Gains Tax	All capital gains arising within a Stocks & Shares ISA are exempt of Capital Gains Tax

## Terms and Conditions applicable to both the EFG Harris Allday Stocks and Shares Individual Savings Accounts.

### 1 Introduction

These Terms and Conditions set out the basis on which EFG Harris Allday provides Individual Savings Accounts. In these Terms and Conditions:

“FUND”	means an ISA managed by EFG Harris Allday;
“INVESTOR”	means the holder of the ISA;
“ISA MANAGER”	means EFG Harris Allday (EFG HA);
“ISA REGULATIONS”	means the Individual Savings Account Regulations 1998 as amended from time to time.

The Terms and Conditions should be read in conjunction with your EFG Harris Allday client agreement letter and Terms of Business. Terms and Conditions contained herein apply specifically to your ISA. Terms and Conditions contained within the EFG HA client agreement letter and Terms of Business apply to all services conducted by EFG HA on your behalf, including ISA transactions.

### 2 Discretionary Fund

In the Discretionary Fund, the ISA Manager will have complete discretion to buy and sell investments, deal with corporate actions or keep cash on the Investor’s account, subject to the ISA Regulations and these Terms and Conditions.

### 3 Personal Choice Fund

- (a) In the Personal Choice Fund, the ISA Manager will buy and sell investments and hold cash as the Investor directs.
- (b) The ISA Manager will comply with the Investor’s instructions on or as soon as reasonably practicable after receipt and when the ISA Manager has sufficient funds to comply with the instructions (after deduction of all amounts payable to the ISA Manager under 8 below).
- (c) Please note that as regards your investments which we hold on your behalf, we shall be responsible for the administration of taking up rights, exercising any conversion or subscription rights and dealing with take-overs or other offers or capital re-organisations.

We reserve the right to use our discretion in this respect where a company does not allow partial election for a corporate action in respect of pooled holdings (see 6c below) or where you fail to instruct us.

### 4 Subscriptions

Investment in an ISA may only be made by subscription in cash, with the exception of shares which the Investor has exercised the right to acquire or which have been appropriated to the Investor in accordance with the provisions of a savings related share option scheme or an approved profit sharing scheme and such shares will be treated as fulfilling the condition as to payment of cash.

### 5 Cash

- (a) Any cash received for the Investor’s ISA will be placed on deposit pending investment or reinvestment. Cash will be deposited in an interest-bearing account unless required to pay for investments the ISA Manager has contracted to buy. Interest will be credited to the Investor’s account subject to a flat rate charge at the lower tax rate in force for the year, which will be deducted by the ISA Manager and paid to the Inland Revenue. Details are available on request.
- (b) Sums credited to the Investor’s account but not subsequently received may be deducted from the account.
- (c) Interest will be payable on a six monthly basis in April and October on Sterling client money balances held on deposit within your ISA. The applicable rates will be advised to you upon request. EFG Harris Allday will generally receive a higher rate of interest on client money than it pays to clients. EFG Harris Allday reserves the right to write off any accumulated balance of interest due on money, which is less than £10.00 in the six-month period to the 5th April or 5th October pay dates.

### 6 Securities and Ownership

- (a) United Kingdom registered investments will be registered in the name of an EFG HA nominee company. EFG HA is responsible for the acts of its nominee to the same extent as for its own acts.
- (b) Overseas registered investments will be held in a safe custody account which is under the control of this firm and which is held by an eligible custodian. Please note that such custodians are not associated with us and we do not accept responsibility for their safe custody obligation and/or default. Investments belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements than those which apply to the United Kingdom. Your investments may be registered in the name of an eligible custodian or our name in one or more jurisdictions outside the United Kingdom where, due to legal requirements or the nature of the market practice in the jurisdictions concerned, it is in your best interests to do so or it is not feasible to do otherwise. As a consequence of this your overseas investments may not be segregated from investments belonging to us or the eligible custodian and therefore your protection may be less should a default occur on the part of the person in whose name the investments are recorded.

- (c) All investments may be pooled with those of one or more of our other, ISA clients. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or entries on the register. In the event of a shortfall which cannot be reconciled after any default you may not receive your full entitlement but may suffer a pro rata share in the shortfall.
- (d) All investments in the ISA will be in the beneficial ownership of the Investor and will not be used as security for a loan.
- (e) In respect of assets held within your ISA, we will assume responsibility for claiming and receiving dividends, interest payments and any other entitlements accruing to you.
- (f) Entitlements to shares and other benefits arising from corporate events will be allocated on a pro rata basis across client pooled holdings. Where an indivisible residue of shares remains as a result of rounding, this will be sold and the proceeds will be allocated to clients on a pro rata basis.

## 7 Information

- (a) The Investor will receive twice yearly a report of cash and investments in the ISA including a valuation as at 5th April and 5th October. The investments will be valued at mid market prices.
- (b) Once per year the Investor will also receive a list of all safe custody assets held on their behalf by EFG HA. This will include investments held within ISAs.
- (c) Statements of transactions executed for ISAs will be sent out as soon as practicable after transactions occur.
- (d) The Investor may elect in writing to receive the Annual Report and Accounts issued by the company, unit trust, open ended investment company or other entity in which the ISA is invested. A charge will be made for this service.
- (e) The Investor may elect in writing for the ISA Manager to arrange for the Investor to receive all information (in addition to Annual Report and Accounts) issued to shareholders or unit holders, to attend shareholders' or unit holders' meetings and to exercise voting rights. A charge will be made for this service.
- (f) The ISA manager will satisfy himself that any person to whom he delegates any of his functions or responsibilities under the terms agreed with the investor is competent to carry out those functions and responsibilities.

## 8 Charges

- (a) Charges will be payable to the ISA Manager at EFG Harris Allday's published rate. Charges may be altered on giving three months notice to the Investor.
- (b) The ISA Manager may at any time use cash or realise investments to pay any charges payable to the ISA Manager or any tax for which the ISA Manager may be liable to pay or repay under the ISA Regulations in respect of the Investor's ISA.

## 9 Tax

- (a) The Investor authorises the ISA Manager to reclaim from the Inland Revenue any tax deducted at source on interest bearing securities, to conduct appeals and agree tax liabilities and reliefs on the Investor's behalf and to provide the Inland Revenue with all relevant particulars which the Inland Revenue may require.
- (b) If an ISA has or will become void for tax purposes by reason of any failure to satisfy the ISA Regulations the Investor will be notified by EFG HA.

## 10 The ISA Manager's Liability

The ISA Manager gives no warranty as to the performance or profitability of any investments and will not be responsible for any decline in value or loss of opportunity to the ISA.

## 11 Terms and Conditions

All Terms and Conditions within this document are binding on the ISA Manager and the Investor. The ISA Manager may change these Terms and Conditions at any time and will inform the Investor of any material change. Reference to "The Terms and Conditions" shall include all changes.

## 12 Investor's Warranty

The Investor warrants that all information supplied to the ISA Manager is correct and that the Investor will inform the ISA Manager immediately of any changes to it.

## 13 Compensation

EFG Harris Allday participates in the Financial Services Compensation Scheme. Upon the default of a participating firm, the Financial Services Compensation Scheme will pay the first £30,000 of a qualifying claim in full, and 90% of the next £20,000 (resulting in a maximum claim of £48,000).

**14 Withdrawals, Terminations, Transfers**

- (a) On the Investor's written request, subject to 14(e) below, the ISA Manager will transfer any or all ISA investments into the name of the Investor or such other name as the Investor may direct, or sell investments and remit the proceeds of sale, or remit cash held on the ISA account, even if doing so would make the ISA void under the ISA Regulations. On transfer to the Investor, the ISA Manager shall inform the Investor of the then market value.
- (b) The Investor may terminate the ISA at any time on giving notice to the ISA Manager. Such notice will have immediate effect, save that these Terms and Conditions will continue to apply to the ISA so long as it is necessary for the ISA Manager to sell and/or transfer investments and cash as instructed. If no clear instructions are received within 60 days of notice of termination, the ISA Manager will sell all ISA investments and remit the proceeds to the Investor, subject to 14(e) below.
- (c) On the Investor's written request and in such time as may be agreed, the ISA may be transferred with all rights and liabilities of both parties to another ISA Manager, subject to 14(e) below. Investors should note that they may only transfer current year subscriptions in whole, and/or previous year investments in whole or in part.
- (d) The ISA may be terminated by the ISA Manager, if at our discretion we consider it is impractical or impossible to continue with the ISA following a change in the legislation or ISA Regulations, the ISA has a value of less than £100, or if the Investor is in breach of these Terms and Conditions.
- (e) On any withdrawal, termination or transfer, the ISA Manager may retain sufficient cash or investments in the ISA as it considers necessary to discharge any sums owed to the ISA Manager under these Terms and Conditions or any sums for which the ISA Manager is or considers it may be liable, under ISA Regulations. A Closing fee will apply on withdrawal, termination or transfer.

**Terms and Conditions specific to the EFG Harris Allday Stocks and Shares Individual Savings Accounts.**

- 1 There is an overall investment subscription limit of £7,200 for the 2009/2010 tax year.
- 2 Each year's ISA will be merged with any previous ISA you already have with EFG HA.

EFG HA maintains offices in Banbury, Bridgnorth and Ombersley, in addition to our Head Office in Birmingham.

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 BIRMINGHAM  
 B3 3JN  
 Tel: 0121 233 1222  
 Fax: 0121 236 2587  
 DX No 712081 B'HAM 29

Branch Contact Numbers:  
 Banbury Tel: (01295) 262103  
 Bridgnorth Tel: (01746) 761444  
 Ombersley Tel: (01905) 622270

**STOCKS AND SHARES ISA APPLICATION  
FORM 2009/2010 FINANCIAL YEAR**

I hereby apply to subscribe £. . . . . for a EFG Harris Allday Stocks and Shares Individual Savings Account for the 2009/2010 Financial Year.

Surname
Title/Mr/Mrs/Miss/Ms
First Name(s)
Permanent Residential Address
Post Code
Telephone
Date of Birth
National Insurance No.

(We are required by the Inland Revenue to have your National Insurance Number or confirmation that you do not have one before we can open your ISA. Please confirm by ticking the box below if you do not have a National Insurance Number)

I confirm that I do not have a National Insurance Number

Tax Reference No.
Tax District Office

**Subscription** (Minimum £1,000 Maximum total £7,200)

(a) I enclose a cheque for £

made payable to EFG Harris Allday AND / OR

(b) Debit my Deposit account with £

**Documentation Required**

In order to proceed with your application for the EFG Harris Allday Stocks and Shares ISA please refer to the following table to ensure that you have provided us with the appropriate documentation. Please tick the shaded box to reflect the documentation enclosed.

LEVEL OF SERVICE REQUIRED	NEW EFG HA CLIENT Documentation required	EXISTING EFG HA CLIENT Documentation required
Discretionary	Discretionary Client Agreement <input type="checkbox"/> ISA Application Form <input type="checkbox"/>	ISA Application Form <input type="checkbox"/>
Advisory	Advisory Client Agreement <input type="checkbox"/> ISA Application Form <input type="checkbox"/>	ISA Application Form <input type="checkbox"/>
Execution only	Execution only Client Agreement <input type="checkbox"/> ISA Application Form <input type="checkbox"/>	ISA Application Form <input type="checkbox"/>

**Income Selection**

Distributed 6 monthly

Income re-invested

**Please continue overleaf**

Income Details (Please tick box if required)

I currently receive income on my ISA Investments distributed half yearly by cheque and would like to receive future payments via BACS and enclose details.

**Or**

I do not currently have income distributed on my ISA investments but would like to do so from now on and enclose details.

Bank Name \_\_\_\_\_ A/c Name \_\_\_\_\_  
 Sort Code    A/c Number

"I hereby declare that

- 1 I am over 18 years of age;
- 2 I apply to subscribe for a Stocks and Shares ISA for the tax year 2009/2010 and each subsequent year until further notice. I have not subscribed and will not subscribe to another Stocks and Shares ISA in the same year that I subscribe to this Stocks and Shares ISA and will not subscribe, more than £7,200 in total to a Cash ISA and a Stocks & Shares ISA in the same tax Year;
- 3 I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform EFG Harris Allday if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties;
- 4 I authorise EFG Harris Allday
  - (a) to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash;
  - (b) to make on my behalf any claims to relief from tax in respect of ISA investments;
- 5 All cash subscriptions made or to be made are with my own cash;
- 6 I agree that the published Terms and Conditions of EFG Harris Allday, as amended from time to time, shall govern the Individual Savings Account made pursuant to the application."

**Warranty**

"I declare that this application form has been completed to the best of my knowledge and belief and that I will inform EFG Harris Allday immediately of any changes to it."

Signature ..... Date .....

Please return this form together with any applicable cheque to:

**EFG Harris Allday**

33 Great Charles Street  
 BIRMINGHAM  
 B3 3JN



**For office use only:**

A/C No.

Director Code

Date received by EFG HA

Date received by Head Office

Internal Ref. No. 09/

EFG HARRIS ALLDAY is a trading division of EFG Private Bank Limited which is a member of the London Stock Exchange and is authorised and regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS. FSA Registration No. 144036

## ISA CLIENT AGREEMENT TERMS & CONDITIONS FOR DISCRETIONARY PORTFOLIO MANAGEMENT

(Only to be completed if discretion is given to EFG HA)

This document forms part of the ISA Application (attached) and includes clauses which relate specifically to the discretionary basis upon which we manage your ISA portfolio of investments.

We will manage for you on a discretionary basis the portfolio of investments. Subject to any instructions that you give us, we shall have full authority at our discretion without prior reference to you to enter into any kind of transaction or arrangement for your ISA portfolio.

The above is subject to any limits or restrictions which you specify to the other terms of this agreement, to the ISA Regulations 1998 as amended from time to time and to the rules of The Financial Services Authority.

### LIMITS & RESTRICTIONS

Unless you specify otherwise, we shall proceed on the basis that you wish no limits or restrictions to apply. Such restrictions could concern:

- a The type of investment in which we may enter into transactions on your behalf;
- b The amount of the consideration which may be involved in any transaction or class of transaction on your behalf;
- c The value of any investment or any class of investments which may be held for you;
- d Any similar matter.

Please specify below, any limits or restrictions that you may wish to impose:


**NON-READILY REALISABLE AND OFF EXCHANGE INVESTMENTS**

We will not, under this agreement, enter any transactions on your behalf in non-readily realisable or off exchange investments.

**VALUATION OF YOUR PORTFOLIO**

We shall prepare valuations of your ISA portfolio twice annually in April and October. The valuation will be based on closing mid market prices but will not necessarily include a measure of performance.

**CHARGES**

Management of your ISA portfolio on a discretionary basis will not lead to additional charges over and above our published ISA charges.

**OBLIGATIONS AS UNDERWRITER**

We will not commit you to underwriting or similar obligations in connection with a new issue, rights issue, takeover or similar transaction.

**LIMITATION OF LIABILITY**

We give no warranty as to the performance or profitability of any of the investments. You will indemnify us against all claims or demands made by any person claiming to be entitled to any assets forming part of the portfolio other than as a result of wilful default.

**To EFG Harris Allday:**

**I have read and accept these additional Terms and Conditions relating to the discretionary management of my ISA portfolio by you. I appoint you to manage the ISA portfolio on a discretionary basis subject to these Terms and Conditions.**

Signature ..... Date .....

Please return this form together with any applicable cheque to:

**EFG Harris Allday**

33 Great Charles Street  
BIRMINGHAM  
B3 3JN

**For office use only:**

A/C No.

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