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# TERMS AND CONDITIONS

STOCKS AND SHARES INDIVIDUAL SAVINGS ACCOUNT

PROFIT WITH PRINCIPLES



Please read these Terms and Conditions carefully. They detail the services which will be provided and set out the obligations and rights applying between the ISA Manager and the ISA Holder. If there is anything in these Conditions which you as the ISA Holder do not understand or with which you do not agree, please contact the ISA Manager immediately.

These Conditions together with the application form represent the entire terms on which the EdenTree Investment Management ISA is offered.

## DEFINITIONS AND INTERPRETATION

### Business Day

Means any day on which banks are open for business in England.

### Conditions

Means these Terms and Conditions together with the ISA application form.

### FCA

Means the Financial Conduct Authority.

### ISA Manager

Means EdenTree Investment Management Limited (EIM), which is authorised and regulated by the FCA in the conduct of Investment Business.

### ISA Account

Means an Individual Savings Account which is a stocks and shares ISA and a scheme of investment managed in accordance with the Regulations by the ISA Manager under terms agreed in writing between the ISA Manager and ISA Holder in accordance with these Conditions. It includes the qualifying ISA Investments, all rights and liabilities in the Account, and the benefit of the tax exemptions attaching.

### ISA Holder

Means a Qualifying Individual who has opened an Account under these Conditions.

### ISA Investment

Means any investment or cash as may be permitted under the Regulations to be held in an ISA.

### Regulations

Means the Treasury Regulations for Individual Savings Accounts 1998 as amended from time to time.

### Stocks and Shares Component

Means a holding in one or more funds nominated by the ISA Holder together with any rights and cash balances held in an ISA effected under these Conditions or such other qualifying investments as are permitted under regulation 7 of the Regulations.

*Please note, EdenTree Investment Management does not currently offer a cash ISA.*

### Innovative Finance ISA

Means an ISA which is used for peer-to-peer lending.

*Please note, EdenTree Investment Management does not offer an Innovative ISA.*

### Qualifying Individual

Means an individual:

- (a) who is 18 years of age or over
  - (b) has not subscribed, and will not subscribe, more than the overall subscription limit in total to a cash ISA, a stocks and shares ISA and an Innovative Finance ISA, in the same tax year
  - (c) has not subscribed, and will not subscribe, to another stocks and shares ISA in the same tax year that he subscribes to this stocks and shares ISA
  - (d) (i) who is resident in the United Kingdom
- Or
- (ii) who, though not resident in the United Kingdom, performs duties which by virtue of being a Crown employee serving overseas are treated for the purposes of the Income and Corporation Taxes Act 1968 as being performed in the United Kingdom.

### Investment Funds

Means the:

Amity UK Fund,  
Amity European Fund,  
Amity International Fund,  
Amity Sterling Bond Fund,  
Higher Income Fund,  
UK Equity Growth Fund,  
and any other authorised scheme as permitted in the Regulations, of which EdenTree Investment Management is the Authorised Corporate Director.

## ISA MANAGER AND ADMINISTRATION

The ISA Manager is authorised and regulated by the FCA in the conduct of its investment business. It will manage the ISA in accordance with the Regulations and the Rules. Administration of each Account is carried out by a third party and it is believed that the third party are competent to act in this capacity in relation to the Account.

## APPLICATIONS

In order to open an ISA an applicant must be a Qualifying Individual, and must submit a duly completed application form to the ISA Manager. An application in respect of any tax year must be received by the ISA Manager no later than 5pm on the last Business Day before the end of the relevant tax year. An applicant may apply to transfer an existing ISA to the ISA Manager. The ISA to be transferred may include either a Stocks and Shares Component or a cash component. In any tax year if an applicant already has a stocks and shares ISA they must not have an ISA of the same component but may have a cash ISA and/or an Innovative Finance ISA with a different Manager.

## CANCELLATIONS

After a proposal is accepted, an applicant should note that they will receive a notice of the right to cancel. The applicant will then have 30 days in which they can change their mind and cancel the ISA.

Where cancellation rights are exercised, applicants should note that they will not get a full refund of money paid if the investment falls in value before the cancellation notice is received, because an amount equal to the fall in value will be deducted from any refund. Where an ISA has been sold to an applicant at a distance, for example by telephone, there is also a 30 day cancellation period. The cancellation period for distance contracts is voluntarily offered by the ISA Manager and is not prescribed by financial regulations.

## INDEMNITY

Where an ISA is made void due to the ISA Holder's fault, the ISA Holder hereby agrees to indemnify the ISA Manager and keep them indemnified against any losses, costs or other liabilities directly or indirectly arising as a result.

## TITLE OR CUSTODY OF ISA COMPONENTS

### Stocks and Shares

The title of the investments in the Stocks and Shares Component will be registered in the joint names of the ISA Holder and ISA Manager. All documents of, or evidence of, title in respect of the Stocks and Shares Component will be held jointly by the ISA Holder and the ISA Manager. Investments may not be lent to any third party and no borrowing may be made against the security of any ISA Components by the ISA Manager.

### Cash

*Please note, EdenTree Investment Management does not currently offer a cash ISA.*

### Innovative

*Please note, EdenTree Investment Management does not offer an Innovative ISA.*

## BENEFICIAL OWNERSHIP OF ISA COMPONENTS

The ISA Holder will be the beneficial owner of the ISA Components at all times and will not create or have outstanding any charge or security on or over the same.

## ISA CONTRIBUTIONS

Total contributions to an ISA during a year will not be more than the maximum permitted by the Regulations.

Following commencement of the ISA, the ISA Manager shall apply all sums received from or on behalf of the ISA Holder including subscriptions, distributions and tax repayments within 24 hours of receipt.

## CHARGES AND DISCOUNTS

The offer price of shares purchased by the ISA Manager as ISA Investments includes an initial charge at 5% (3.75% for the Amity Sterling Bond Fund) made by EdenTree Investment Management as Authorised Corporate Director of the Investment Funds; EdenTree Investment Management also receives an annual management charge (currently 1.25% for the Higher Income Fund and the Amity Sterling Bond Fund and 1.5% for all other funds) deducted from each fund. The annual charges are included in the offer price of shares and full details are quoted in the current Prospectus of EdenTree Investment Funds. Switches between Investment Funds within the ISA will be charged at no more than 1%. Details of other charges and expenses are also included in the Prospectus.

## ISA HOLDER'S RIGHTS

The ISA Holder has the right to attend meetings of Shareholders and exercise voting rights to the extent of the number of shares held in his ISA, and receive any information issued to Shareholders. Any ISA Holder with a Stocks and Shares Component is a Shareholder in EdenTree Investment Funds.

## STATEMENTS AND VALUATIONS

Twice a year the ISA Manager will provide a statement to the ISA Holder giving details of transactions made within the ISA during the period to which the statement relates together with a valuation of the ISA as at 5 April and 5 October.

## TAX CLAIMS

In accordance with the Regulations, the ISA Manager shall make all necessary claims for tax relief or repayment relating to ISA Components Investments and in this connection may conduct appeals and agree, on behalf of the ISA Holder, liabilities for, and relief from, tax.

## LOSS OF TAX BENEFITS

Subject to applicable law to the contrary, if an ISA Holder is found to have subscribed to two or more stocks and shares ISAs in a year the second and subsequent ISAs will be void and will result in the loss of relevant tax benefits.

## AUTHORISATION

The ISA Holder authorises the ISA Manager to provide all information which the Board of HM Revenue & Customs or any relevant regulatory authority may reasonably require relating to the ISA.

## ISA TRANSFER

An ISA Holder may require the ISA Manager within such time as they shall agree to transfer the ISA to another ISA manager who fulfils the conditions of the Regulations, if approved as such by the Board of HM Revenue & Customs and who agrees to accept the transfer.

## SUBSCRIPTIONS TO THE ISA

The initial minimum subscription to an ISA shall be a £1,000 lump sum or £50 per month. Subsequent lump sum subscriptions from an ISA Holder shall be in a minimum sum of £50.

## VARIATION

These Conditions may be varied by the ISA Manager giving at least 14 days' written notice to that effect to the ISA Holder, provided that no change will be made which results in the ISA ceasing to qualify under the Regulations.

## LIMITATION OF LIABILITY

The ISA Manager shall not be liable to the ISA Holder for any loss, expenses or other liabilities arising as a result of the non-performance by the ISA Manager of its obligations hereunder, where such non-performance arises as a result of events or causes beyond the ISA Manager's control. The ISA Manager gives no warranty as to the performance and profitability of the ISA.

## VOID ISAs

The ISA Manager will notify the ISA Holder if by reason of any failure to satisfy the provisions of the Regulations an ISA has or will become void. These Conditions shall continue to be enforceable between the ISA Manager and the ISA Holder unless and until the Board treat the ISA as void under the Regulations at which time the ISA will terminate automatically.

## TERMINATION

An ISA may be terminated at any time by the ISA Holder or the ISA Manager if contributions to the ISA fall below the minimum subscription requirements or otherwise at their discretion by serving reasonable written notice on the other to that effect, provided that the ISA Holder is given a reasonable opportunity to transfer the ISA before the ISA Manager's notice takes effect. On termination, however arising, the ISA Investments will be realised and the net proceeds paid to the ISA Holder within 15 days thereafter. Notwithstanding that an ISA has been terminated or that a request has been given to transfer the ISA to another ISA Manager, these Conditions will apply (as appropriate) until all outstanding transactions and liabilities have been performed and discharged.

## IN THE EVENT OF DEATH

In the event of death of the ISA holder after 3 December 2014, ISA holdings can be transferred to the surviving spouse or civil partner, if they are eligible, with the same financial institution. The surviving spouse/civil partner can invest an additional amount up to the value of their spouse or civil partner's ISA allowance at the time of death, without this amount counting towards the surviving spouse or civil partner's annual allowance if the investor died on or before 5 April 2018 see below re continuing account of a deceased investor.

Where an investor died on or before 5 April 2018, the additional permitted subscriptions are limited to the value of the deceased investor's ISA at their date of death.

This allowance must be used within three years from the date of your spouse/civil partner's death (or 180 days after the administration of the estate is complete, if later). Where an ISA investor dies on or after 6 April 2018 the additional permitted subscriptions can be either the value of the deceased's ISA at their date of death or the point the ISA ceased to be a continuing account of a deceased investor.

## DEATH OF AN INVESTOR ON OR AFTER 6 APRIL 2018 – CONTINUING ACCOUNT OF A DECEASED INVESTOR

Where an investor dies on or after 6 April 2018, any ISA held will be designated a "continuing account of a deceased investor".

An account will remain a continuing account of a deceased investor until the earlier of:

- The completion of the administration of the deceased's estate
- The closure of the account
- The third anniversary of the death of the account investor

No subscriptions can be made into a "continuing account of a deceased investor".

Funds held within a continuing account of a deceased investor continue to benefit from ISA tax advantages. Any interest, dividends or gains in respect of investments in a continuing account of a deceased investor are exempt from tax.

Personal Representatives cannot request the transfer of a "continuing account of a deceased investor". However, these accounts can be included as part of a bulk transfer when an ISA Manager ceases to qualify or otherwise transfers their ISA holdings.

If, after a period of three years, the administration of the account is ongoing and the account has not been closed, the account will cease to be a continuing account of a deceased investor. In these circumstances, on the net working day following the third anniversary of the deceased's death, the ISA manager must remove the ISA wrapper from the account and all subsequent income of gains will then become taxable in the hands of the state.

## WITHDRAWAL

The ISA Holder may make a withdrawal by written request or by telephone to the ISA Manager, the ISA Manager shall transfer the sums requested, to a verified bank account, four days after receipt of written confirmation of the telephone instruction or the return of a signed form of renunciation, a copy of which will be forwarded with the contract note. If any request is made to make a cash withdrawal from the Stocks and Shares ISA the ISA Manager shall select and realise shares in the Investment Funds. If the request is for the withdrawal of shares from the ISA, the ISA Manager shall transfer the shares to the ISA Holder together with a statement of their value. All sales of stocks and shares will be treated as a withdrawal and shall be transferred within four days of receipt of the request as above.

## INFORMATION FOR ISA MANAGER

The ISA Holder will supply the ISA Manager with all information required for the purposes of the ISA.

## CONFLICTS AND MATERIAL INTEREST

Without prior reference to any ISA Holder, the ISA Manager has the right to enter into transactions in which it or another member of the Ecclesiastical Insurance Group has a material interest or conflict of duty without accounting to the ISA Holder for any profit, commission or other remuneration received. Any such transactions shall not affect the ISA Manager's duty of best execution to the ISA Holder.

## ASSIGNMENT AND USE OF AGENTS

The ISA Holder shall not transfer the ISA to another person and shall immediately inform the ISA Manager in writing of any changes in the information provided on the application form. Subject to HM Revenue & Customs approval the ISA Manager may appoint another member of the Ecclesiastical Insurance Group to act as the manager of the ISA and shall transfer all benefits, duties and obligations under these Conditions to such person. The ISA Manager is entitled to appoint such agents and to enter into such agreements as it considers necessary for or desirable in order for it to carry out its duties and obligations under these Conditions.

## COMPLAINTS AND COMPENSATION

The ISA Manager has written complaints procedures in accordance with the Rules. The ISA Holder should contact the ISA Manager in writing, by telephone, or email in relation to the ISA and its operation.

If you ever need to complain, please contact us first at:

EdenTree Investment Management Limited  
PO Box 3733  
Swindon SN4 4BG

Tel 0800 358 3010  
Fax 0845 604 4486

Email [edentreeimqueries@ntrs.com](mailto:edentreeimqueries@ntrs.com)

We will acknowledge all complaints within five working days. Your complaint will be investigated at a senior level within EdenTree and we will aim to respond in writing within four weeks. If, after four weeks, we have not completed our investigation, we will write and tell you what progress we have made. We will then write to you again within another four weeks with our response or with an update on our progress. If you are unhappy with our response you can complain to:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Making a complaint will not prejudice the right to take legal proceedings. Details of the ISA Holder's rights in the event of the ISA Manager being unable to meet any of its liabilities to the ISA Holder may be obtained from the ISA Manager's compliance officer. Alternatively, you can submit your enquiry online via the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call them on 0800 678 1100 or by email to [complaint.info@financial.ombudsman.org.uk](mailto:complaint.info@financial.ombudsman.org.uk)

Financial Services Compensation Scheme  
12 Endeavour Square  
London  
E20 1JN

The Financial Services Compensation Scheme covers your investment. It will cover you up to £50,000 if EdenTree Investment Management Limited becomes insolvent and cannot meet its obligations under this policy or plan.

EdenTree Investment Management Limited (EdenTree) is the Manager of the ISA and is registered in England, number 2519319. EdenTree is authorised and regulated by the Financial Conduct Authority and is a member of the Investment Association.

## INVESTMENT FUNDS

The following details apply to the Amity UK Fund, Amity European Fund, Amity International Fund, Amity Sterling Bond Fund, Higher Income Fund, UK Equity Growth Fund.

### Income

Where income is not paid out to the ISA Holder, the income will be reinvested by the ISA Manager purchasing further shares in the Investment Funds.

### Investment objectives and policies

#### Amity UK Fund

This fund aims to achieve long-term capital appreciation and a reasonable level of income. It invests in companies which make a positive contribution to society and the environment through sustainable and socially responsible practices. The funds of the Amity UK Fund will be invested principally in UK companies.

#### Amity European Fund

This fund aims to achieve long-term capital growth with a reasonable level of income through a diversified portfolio of European companies.

#### Amity International Fund

This fund aims to achieve long-term capital growth with a reasonable level of income, through a diversified portfolio of international companies which make a positive contribution to society and the environment through sustainable and socially responsible practices.

#### Amity Sterling Bond Fund

This fund aims to provide an attractive level of income by investing in a portfolio of Government and fixed interest securities issued by companies which make a positive contribution to society and the environment through sustainable and socially responsible practices.

#### Higher Income Fund

This fund aims to provide an above average and growing level of income together with long-term capital growth. It invests in a mix of equities, fixed interest securities and such other investments that the Manager considers suitable.

#### UK Equity Growth Fund

This fund aims to achieve long-term capital growth with a reasonable level of income. It invests primarily in a range of UK incorporated and/or listed companies.

## Depository

The Depository of all the funds is The Bank of New York Mellon (international) Limited. (Authorised and regulated by the FCA.)

## Prospectus and accounts

Copies may be obtained by visiting our website [www.edentreeim.com](http://www.edentreeim.com) or by writing to:

EdenTree Investment Management Limited  
PO Box 3733  
Swindon SN4 4BG

## Investment warning

The ISA Holder should be reminded that past performance should not be seen as an indication of future performance. The value of ISA investments including any income from them can go down as well as up. You may not get back the amount invested.

## Taxation

Any taxation information contained in this document is based upon the ISA Manager's understanding of current taxation law (September 2018) and HM Revenue & Customs practice which is subject to change. The value of any tax relief will depend on the individual circumstances of the ISA Holder.

## OTHER INFORMATION

### Terms and Conditions

This document gives you the Terms and Conditions of your ISA. You can ask your adviser for further details.

### The law applicable

The law and courts of England and Wales will apply in legal disputes.

For help completing the form or for further information on any of our products, call us on

**0800 358 3010**

Monday to Friday 9am to 5pm.

We may monitor or record calls to improve our service

You can email us at

**[investments@edentreeim.com](mailto:investments@edentreeim.com)**

Or visit us at

**[www.edentreeim.com](http://www.edentreeim.com)**

Support for financial advisers

Dealing and administration:

**0800 358 3010**

Sales support:

**0800 011 3821**

Or visit us at

**[www.edentreeim.com/literature](http://www.edentreeim.com/literature)**

