



Terms and Conditions

for the CashHub, powered by Bondsmith

This product is provided by Bondsmith Savings Ltd for distribution by Quilter.

Distributed by

Quilter

These Bondsmith **CashHub Account Terms and Conditions (agreement)** form a legally binding **agreement** between you, the **CashHub Account Holder**, and us, Bondsmith Savings Ltd (**Bondsmith**) and Bondsmith Savings Nominees Ltd (the **trustee**) (who is a party to this **agreement** only in respect of its role as a trustee).

Quilter Investment Platform Limited (**Quilter**) provides the online technology platform (the **Platform**) that enables you to access and manage your **CashHub account**. To access your **CashHub account** online you must agree to the **online Customer Centre Terms and Conditions (Platform Terms)** which you can find at customer.platform.quilter.com

Bondsmith has entered into an agreement with **Quilter** that enables you to access a **CashHub account** from the **Platform** and for **Quilter** to provide certain **CashHub account** administration **Services** on behalf of **Bondsmith** through the **Platform**. This means **Quilter** may speak to you and send you correspondence on our behalf and/or you may contact **Quilter** in connection with your **CashHub account**.

This agreement applies for a single **Account Holder, Joint Account Holder** or a **Business Client** of a **CashHub account**.

Please read this **agreement** carefully. If there is anything that you do not understand, please ask for further information. **Quilter's** contact details are set out below.

References to we, us and our mean Bondsmith Savings Ltd.

References to you and your mean the individual(s) who has applied for a **CashHub account** subject to the **Terms and Conditions** of this **agreement**.

Terms that appear in bold are explained in the Glossary unless otherwise defined elsewhere.

The following documents also provide important information about your **CashHub account**:

- The **CashHub Important Information page** on www.quilter.com
- the **Summary Box** and **FSCS Information and Exclusions Documents** for your chosen **Savings Accounts**, including any associated terms relating to that **Savings Account Provider**.

For the avoidance of doubt, **Cash** held in the **Holding Account** is subject to the **Terms and Conditions** of this **agreement** which govern that **Holding Account**.

Need additional help reading documents?

More and more customers are using screen reading software as a quick and easy way to read their documentation if they are blind, partially sighted or dyslexic.

To view this document online, so you can use a screen reader, simply activate your **online Customer Centre** account where you can access your investment and documents in a similar way to online banking.

Alternatively, we can write to you via **Quilter** in a number of alternative formats, such as large print, Braille, audio and Open Dyslexic font.

Find out more about screen readers, accessing your documents online and our alternative format options at www.quilter.com/document-help

Quilter's contact details:

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0808 171 2626
ask@quilter.com

Both Quilter Investment Platform Limited and Bondsmith Savings Ltd are authorised and regulated for their specific individual business undertakings by:

The Financial Conduct Authority
12 Endeavour Square
Stratford
London
E20 1JN

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Opening your CashHub account

1. Eligibility

- 1.1 You must meet the following eligibility criteria in order to be able to apply for and open a **CashHub account**:
- a) where you are applying as an individual, you are 18 years of age or older;
 - b) where you are a **Business Client**,
 - i) we can rely on the fact that the individual agreeing to these **Terms** is expressly authorised by that **Business Client** to agree these **Terms** on their behalf, and
 - ii) to represent that **Business Client** including in making this application and to **Instruct** us hereunder, and
 - iii) is 18 years of age or older;
 - c) have a bank account at a UK bank or building society held in your name or joint names or as a **Business Client** in that **Business Client**'s name, your **Nominated Bank Account**;
 - d) be a tax resident of the **UK** (this does not include Crown dependencies);
 - e) not be a tax resident US person or tax resident **Business Client**; and
 - f) have at least the minimum deposit amount stated in the declarations you make when signing up to these **Terms**, to deposit into your **CashHub account**.

2. Application

- 2.1 To open or top up your **CashHub account**, our current application must be completed by you online through the **Platform** or by your **Financial Adviser** using the **Financial Adviser Extranet**, unless we allow, request or need it in any other format such as a paper application. Your application for a **CashHub account** will be for access to the **Holding Account** and thereafter one or more **Savings Account(s)** if you choose them, the details of the difference being described at terms 4 and 5. It is a requirement for your email address to be included as part of the application.
- 2.2 Your application once accepted by us, must be accompanied by a valid payment for your deposit in pounds sterling. The valid payment method is a bank transfer made to the **trustee** from a **UK** bank/building society account in your name or, as applicable, the **Business Client** name.

If we accept your application, we will confirm the bank account details you need to send your **Cash** to. This will be the **Holding Account**.

- 2.3 Any payment you make to your **CashHub account** must be specifically for that **CashHub account** and is separate to any other payments you make to the **Platform** for any other **Quilter** related products, which are as between you and **Quilter** only.
- 2.4 If your application was made online by your **Financial Adviser**, they can provide you with details of the information sent to us on your behalf. You should check this information to make sure it is correct and you must tell your **Financial Adviser** or us if any corrections need to be made. You hereby confirm that we can rely on **Instructions** by your **Financial Adviser** as being authorised to be given by you and you should ensure that they act within their instructions to you and you are responsible for any consequences of those **Instructions** by your **Financial Adviser**.
- 2.5 If your application is unclear or incomplete, or we need more information from you, we will let you or your **Financial Adviser** know through the **Platform**. You must provide the additional information or clarification we ask for if you wish your application to proceed.
- 2.6 We will not be able to accept your application or any payment until we verify your identity and address and any other information we are obliged to collect to comply with applicable laws and regulations plus any further information we may reasonably need for a **Savings Account Provider**. For example, where we are not able to verify your identity online we may require additional proof, we may ask you to provide evidence of the source of the **Cash** for your deposit and confirmation of your tax residency status and nationality.
- 2.7 If we accept your application, we will send you an **Acknowledgement** to your document library, which you can access by logging in to the **online Customer Centre** on the **Platform**.
- 2.8 We do not have to accept your application or give you a reason if we reject it.
- 2.9 Your **CashHub account Start Date** will be the **Working Day** on which we accept your application to open a **CashHub account**. We will notify you of your **CashHub account Start Date** in our **Acknowledgement** to your document library. Your **CashHub account Start Date** may be earlier than the date on which we receive your **Cash** into the **Holding Account** and/or deposit your payment into a **Savings Account** (as applicable).

3. Changing your mind

- 3.1 You have 30 days to cancel your initial application to open your **CashHub account**, starting from the date we issue an email to the email address included in your application, confirming that your **Acknowledgement** is available for you to access and/or download. You can cancel your initial application by writing to us via **Quilter** at their **Postal Address** or by communicating in any other format that we reasonably accept including via the **Platform** or a call to **Quilter**.
- 3.2 If you cancel your application and your **CashHub account** already has savings in a **Savings Account** being any of an **Easy Access**, **Fixed Term** or a **Notice Period Savings Account** we will process your **Instruction** to cancel but will only be able to return your savings once the **Savings Account** matures or **Notice Period** elapses as that is described in the **Summary Box** which applies to that **Savings Account** information provided to you. The period from which you submit your cancellation **Instruction** until all of your **Cash** has been returned is called the cancellation period. During the cancellation period you will not be able to submit additional **Instructions** or submit an application for a **Savings Account**.
- 3.3 Cancellation rights do not apply where you top up your **CashHub account** to an applicable **Savings Account**.

Cash and Savings

4. Savings Accounts

- 4.1 You can save into **Savings Accounts** from our published **Savings Account List** which can be found on the **Platform** from time to time.
- 4.2 We offer access to three types of **Savings Accounts**, **Easy Access**, **Notice Period**, and **Fixed Term**. Those that are available will be shown on the **Savings Account List** from time to time. Where you are a **Business Client**, some **Savings Accounts** may not be applicable to a **Business Client** if stated on that **Savings Accounts List**.
- 4.3 Before you apply for a **Savings Account**, you will have the opportunity to review a **Summary Box**, **FSCS Information and Exclusions Document** which contain the key terms and conditions of that **Savings Account**. It is your responsibility to review these documents carefully to ascertain the suitability (or not) of this particular **Savings Account** for you and to assess whether you want to accept the terms and conditions and continue to apply for that **Savings Account** or not.
- 4.4 If you select a **Savings Account** which is not available or becomes unavailable between your selection of the applicable **Savings Account** and our processing your **Instruction**, we will hold the amount allocated to that **Savings Account** as **Cash** within the **Holding Account**, until, subject to term 5.4, we receive your further **Instructions**. If you select a **Notice Period** or **Fixed Term Savings Account** and the **Notice Period** or **Fixed Term Savings Account Interest** rate decreases between your selection of that applicable **Savings Account** and the processing of your **Instruction**, we will hold the amount allocated to that **Savings Account** as **Cash** within the **Holding Account**, until, subject to term 5.4, we receive your further **Instructions**. However, where between your selection of a **Savings Account** and our processing your **Instruction**, there has been an increase in the **Interest** rate of your selected **Savings Account**, **Bondsmith** can, at its sole discretion (but without obligation), take your **Instruction** to allow **Bondsmith** to deposit your **Cash** into this **Savings Account** at the new **Interest** rate.
- 4.5 **Interest** (which depending on the **Savings Account** you select shall either be **Interest** bearing or a share of the profit as described in the associated terms of that **Savings Account**) paid on **Savings Account(s)** is paid gross without the deduction of any taxes.
- 4.6 It is your responsibility to determine what, if any, taxes apply to the payments you receive in connection with your **CashHub account**. It is solely your responsibility to assess, report, and remit the correct taxes to **HMRC**. We are not under any obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to **HMRC** on your behalf. You acknowledge that we may make certain reports to tax authorities in the **UK** and overseas regarding balances as from your **CashHub account** held in the **Holding Account** and any **Savings Account(s)**.

5. Holding Account Cash

- 5.1 You can choose to hold some or all of your **Cash** in your **CashHub account** within the **Holding Account** only.
- 5.2 **Cash** held in your **CashHub account** within the **Holding Account** is pooled with **Cash** held by other investors and is held by the **trustee**, in a segregated trust account with the **trustee's** external banking partners.
- 5.3 No **Interest** is payable on the **Cash** held within the **Holding Account**.
- 5.4 If you hold a balance in **Cash** in the **Holding Account** for over 90 days, we may at our discretion, return your **Cash** to your **Nominated Bank Account** or we may ask **Quilter** to contact you or your **Financial Adviser**.

6. Saving through your CashHub account

- 6.1 You can **Instruct** us through the **Platform** to add savings to your **CashHub account** by making a lump-sum bank transfer to the **Holding Account**.

Moving Cash within your CashHub account

7. Moving Cash to or from Savings Accounts

7.1 You can **Instruct** us through the **Platform** to remove either:

- a) a specified monetary **Cash** amount held in an **Easy Access** or **Notice Period Savings Account(s)** into **Cash** in the **Holding Account**; or
- b) a specified monetary amount held in the **Holding Account** into a **Savings Account(s)**.

On receipt we will carry out your **Instructions** along with the **trustee**, subject to any applicable **Notice Period** for such **Savings Account** elapsing first.

7.2 If you **Instruct** us to **Move Cash** to or from multiple **Savings Accounts**, we will treat this as one **Instruction** as soon as we can. However, if we cannot complete any part of that **Instruction** we will delay processing that part until the applicable part which is delayed, can be completed.

7.3 Where you **Instruct** us to **Move** a specified monetary **Cash** amount which is:

- a) held in a **Savings Account** where we can act on that **Instruction**, we will send **Instructions** to the **Savings Account Provider** and only after the proceeds from the **Savings Account** have been received as **Cash** in the **Holding Account** will we process that **Cash** to another **Savings Account**.
- b) held in the **Holding Account** we will send **Instructions** to **Move** savings in the new **Savings Account** the same **Working Day** or the **Working Day** after we receive your **Instruction** which **Working Day** depends on the timing of your **Instruction**.

Please refer to term 1.1 (Eligibility) and the **Summary Box**, to ensure you are still eligible to apply for or top up an **Easy Access** or **Notice Period Savings Account**. You cannot top up a **Fixed Term Savings Account** unless we agree otherwise.

Interest (or Profit) Payments

8. Interest (or Profit) Payments

8.1 The **Savings Account** you select shall either be **Interest** bearing or, if it does not pay **Interest**, shall pay a profit as described in the associated terms of that **Savings Account**.

8.2 The **Summary Box** of your **Savings Account**, which can be accessed by the **Platform**, will explain what happens to any **Interest** (or profit) payments accruing on that **Savings Account**.

8.3 In respect of **Interest** (or profit) earned on any **Savings Account**:

- a) where this is paid on maturity of a **Savings Account**, this will be transferred to the **Holding Account** alongside your original capital deposit and then depending on your **Instructions** and subject to term 5.4, it can be returned to your **Nominated Bank Account**;
- b) where this is paid periodically, this will be retained within the relevant **Savings Account** until withdrawn by you from that **Savings Account** or the **Savings Account** reaches maturity.
- c) **Interest** (or profit) payable to you will be calculated according to your ongoing balance in a **Savings Account** (whether held by you directly, or held on your behalf), and the period of time in which you have a balance in the **Savings Account**.
- d) Where **Interest** (or profit) payments are displayed on the **Platform**, these may be rounded down to the nearest penny, and therefore show you the minimum amount of **Interest** (or profit) you will be paid. This is to take account of the fact that **Cash Deposit Amounts** may be pooled and to prevent rounding errors misleading you as to the amount you will be due. The figure displayed should be taken as only being indicative of the **Interest** (or profit) you will be paid, and we will not rely on it when making payments to you.

Withdrawals

9. Single Withdrawals

9.1 Only single withdrawals are supported by your **CashHub account**. You may request a withdrawal through the **Platform**, that may be subject to maximum limits. Withdrawals over the maximum limits can be made in writing.

More information about maximum withdrawal limits can be found at quilter.com/products-and-services/cashhub/cashhub-faqs/

9.2 You can choose to take your withdrawal as a specified amount of **Cash**.

9.3 We will raise the **Cash** to pay your withdrawal as specified in your **Instruction**.

- 9.4 If you have **Instructed** us to pay your withdrawal with **Cash** held in a **Notice Period Savings Account**, on the expiry of the **Notice Period** and once the **Savings Account Provider** has paid the **Cash** to the **Holding Account**, we will aim to send the **Cash** to you within two **Working Days**. If your **Instruction** is to pay your withdrawal with **Cash** held in an **Easy Access Savings Account**, once the **Savings Account Provider** has paid the **Cash** to the **Holding Account**, we will aim to send the **Cash** to you within two **Working Days**.
- 9.5 We will not accept any **Instructions** to a withdrawal of **Cash** from a **Fixed Term Savings Account**, prior to the expiry of the maturity of that **Fixed Term**. Once matured and once the **Savings Account Provider** has paid the **Cash** to the **Holding Account** (and subject to term 5.4), we will require an **Instruction** to place that **Cash** into another **Savings Account** or to pay to your **Nominated Bank Account** from the **Holding Account** and we will aim to do this within two **Working Days** of your **Instruction**.

You need to check the **Savings Account's Summary Box** to see any minimum withdrawal/savings amounts.

10. Payment of withdrawals

- 10.1 Except as set out in this term, we will only make payments to your **Nominated Bank Account** or if **Instructed** by you and approved by us, payment directly to **Quilter** to fund one or more of your investments with them.
- 10.2 If the **CashHub account** is held jointly, any written **Instruction** (by whatever means we are accepting of) to pay your withdrawal must be signed or authorised by all **Account Holders**. Payment in accordance with your **Instructions** to one **Account Holder** will discharge our obligations to all **Account Holders**.
- 10.3 Payments will be made in pounds sterling by electronic bank transfer.
- 10.4 We may agree to pay by **CHAPS**, in which case we will incur a **CHAPS** charge, but this will not be payable by you.
- 10.5 If a payment is returned to us by the provider of your **Nominated Bank Account**, we will make reasonable attempts to arrange an alternative payment method with you.
- 10.6 If you need to change your **Nominated Bank Account** we will attempt to electronically verify that you are the **Nominated Bank Account** holder by checking databases which we have access to. If we are unable to successfully verify this we may contact you or your **Financial Adviser** through the **Platform**, for documentation to enable us to verify your status as the **Nominated Bank Account** holder or verify that the **Nominated Bank Account** is a client account holding monies on your behalf.

Closing your CashHub account

11. Closure by you

- 11.1 You can close your **CashHub account** by **Instructing** us to pay you a withdrawal of the total value of your **CashHub account**. Once you have given us your **Instruction** you cannot cancel it. Once your **CashHub account** is closed, we cannot reinstate it.
- 11.2 If you hold any **Notice Period Savings Account(s)** we will pay you the **Cash** in these **Savings Account(s)** after the **Notice Period** elapses.
- 11.3 If you hold any **Fixed Term Savings Account(s)** you are unable to close your **CashHub account** until after the maturity date and the proceeds have gone into your **Holding Account**. This does not affect your ability to withdraw from any **Easy Access** or **Notice Period Savings Accounts** under term 9.

12. Closure by us

- 12.1 We can close your **CashHub account** (following suspension or in lieu of suspension):
- a) if we decide to stop providing the **Services** described in this **agreement**, in which case we will give you a minimum of 30 days' notice.

We would only do this in exceptional circumstances, for example, if we consider it be financially inappropriate to continue to provide the **Services**, or for any other reason.

- b) if you are, or we reasonably suspect you may be, using your **CashHub account** for an illegal purpose;
- c) if you are, or we have reason to suspect you may be, acting fraudulently;
- d) if you (or anyone acting on your behalf) exhibit threatening, abusive or violent behaviour towards our employees, or those of **Quilter** or any **Savings Account Provider**, either face-to-face, over the phone or by other digital means or in correspondence;
- e) if we reasonably believe you have applied for your **CashHub account** using falsified information or documents;

f) if you repeatedly fail to provide us with reasonable information or documents enabling us to comply with our legal and regulatory obligations;

g) if we reasonably conclude that by continuing to keep a **CashHub account** in force, we may break a law, regulation or Court Order and where such consequences could lead to action against us or to our criminal prosecution or regulatory sanction.

12.2 If we close your **CashHub account**:

a) we will notify you in advance and your **CashHub account** will close on the date specified in the notice; and

b) we will pay you a withdrawal of the total value of your **CashHub account** by electronic bank transfer to your **Nominated Bank Account**.

c) if you hold any **Easy Access**, **Notice Period** or **Fixed Term Savings Account(s)** we will pay you the **Cash** in these **Savings Account(s)** only after the **Notice Period** elapses in the case of a **Notice Period Savings Account** and after the maturity date in the case of a **Fixed Term Savings Account**.

d) once your **CashHub account** has been closed, all **Cash** balances returned to you will finalise the closing of your **CashHub account** itself.

13. General closure provisions

13.1 When closing your **CashHub account** we will first complete all **Instructions** being processed at the time. Closing your **CashHub account** does not affect any existing rights or duties under this **agreement**.

13.2 Any **Interest** we receive for your **Savings Account(s)** following them having already been closed will be held as **Cash** within the **Holding Account** until 90 days after closure. Provided that there is an amount of £5 or greater held in **Cash** in the **Holding Account** after 90 days, it will be paid to your **Nominated Bank Account** promptly following this 90-day period.

13.3 If the total balance under term 13.2 is less than £5 we will pay it to our chosen charity from time to time (the current of which is The Donkey Sanctuary charity number 264818) and you irrevocably agree to our doing so. We would make such charitable donations generally at least once per annum.

14. Suspending your CashHub account

14.1 Instead of, or before, our closing your **CashHub account** we can suspend access to your **CashHub account** as a first step where:

a) we know or reasonably suspect that the security of your **CashHub account** has been compromised or there has been actual or attempted fraudulent, unauthorised or illegitimate use (whether known to you or not);

b) your **CashHub account** has or may be used for illegal purposes;

c) your **CashHub account** has been used in a manner that contravenes and/or breaches these terms;

d) the information in respect of you which we hold is not correct;

e) we are required to suspend your **CashHub account** in line with our legal and regulatory obligations.

f) where we are concerned that where you are a **Business Client**, the person who wishes to **Instruct** us, may not have authority to do so.

14.2 If we suspend your **CashHub account** you will not be able to deposit or withdraw **Cash** from any of the **Holding Account** or the **Savings Account(s)** until such time as the suspension is lifted (if it is lifted and not subsequently terminated).

We shall have no liability for refusing to carry out **Instructions** from you in relation to the above.

14.3 Once the reason for suspension has ceased (subject to term 12.1), we will reinstate your **CashHub account** as soon as reasonably possible, unless we choose to close your **CashHub account** under term 12. Your **Cash** deposit(s) held in a **Savings Account(s)** will remain in the **Savings Account(s)** (unless during such period of suspension a **Savings Account** has matured in which case it will be held in the **Holding Account** from that point) during such period of suspension until the suspension is lifted or the **CashHub account** is closed under term 12.1.

15. Restricting your CashHub account

15.1 We can restrict your **CashHub account** where you no longer meet our eligibility criteria, for example if you have moved overseas or pursuant to term 19.4.

- 15.2 Where we restrict your **CashHub account**:
- a) your **Cash** will remain invested in your chosen **Savings Account(s)** and **Holding Account**;
 - b) you will not be able to make a top up into your **Savings Account(s)** or **Holding Account**;
 - c) you will not be able to apply for or open any new **Savings Account(s)**;
 - d) you will be able to give us withdrawal **Instructions** to pay out to your **Nominated Bank Account** but if you hold any **Notice Period** or **Fixed Term Savings Account(s)** we will pay you the **Cash** in these **Savings Account(s)** only after the **Notice Period** elapses in the case of a **Notice Period Savings Account** and after the maturity date in the case of a **Fixed Term Savings Account** (where a further **Instruction** to withdraw the matured savings from the **Holding Account** will be required) and such payment being made to your **Nominated Bank Account** and in pounds sterling.

Instructions

16. Sending Instructions to us

- 16.1 All **Instructions** in relation to your **CashHub account** must be in a format reasonably acceptable to us and be accompanied by any necessary supporting documents and payment if applicable and made through the **Platform**, unless we agree otherwise. We can rely on **Instructions** made to us through the **Platform** as being validly made by you or on your behalf and we are not responsible for any failure for us to be able to process any **Instructions** (whether received or not) due to any failure of the **Platform**.
- 16.2 **Instructions** must be submitted online through the **Platform** using the **online Customer Centre** or **Financial Adviser Extranet** or, if we require, paper **Instructions** and/or supporting documents, sent by post to **Quilter's Postal Address**. **Instructions** are received by us according to term 30.

17. Accepting your Instructions

- 17.1 We may require you to provide proof of identity and address, or any other information we may reasonably need before we are able to accept your **Instructions** directly or from your **Financial Adviser**. Where you are a **Business Client** and have not appointed a **Lead CashHub Account Holder**, we may (but are not obliged to) request further written evidence from the **Business Client** that the person who is seeking to **Instruct** us, has the authority to do so, however we may rely that they are, and the **Business Client** shall indemnify us for any losses they suffer as a result of our relying on the **Instructions**. In the event that the person representing the **Business Client** no longer has the **Business Client's** authority to give **Instructions**, the **Business Client** shall notify us immediately and give us details of who the replacement person is who can give **Instructions** on behalf of the **Business Client**. We may also require you to provide evidence of the source of the **Cash** for any **Cash** deposit.
- 17.2 We will not accept an **Instruction** if:
- a) it does not comply with the requirements under term 1.1 or does not comply with term 9.5 or under term 14.1 or where we have concerns under term 17, or under term 19.4;
 - b) it means we will be in breach of any applicable law or regulatory requirement, or requirement of a **Savings Account Provider**, or this **agreement**;
 - c) it would be reasonable for us to reject it for example where the **Instruction** is illegible or unclear.

18. Processing Instructions

- 18.1 If we receive an **Instruction** which involves deposit to and/or withdrawing from a **Savings Account(s)**, we will arrange the transaction for you by sending **Instructions** to the **Savings Account Provider(s)** on your behalf. We will submit that **Instruction** by the end of the next **Working Day** after it has been acknowledged by our system through the **Platform** and if applicable, any **Cash** required to execute the **Instruction** has been received in the **Holding Account**.

General conditions applicable to CashHub account transactions

19. General conditions applicable to CashHub account transactions

- 19.1 Where you ask us to carry out a number of transactions in one **Instruction** or where you send us a number of **Instructions** at the same time, we cannot guarantee the order in which we carry out those transactions and it may not be possible to process them all on the same **Working Day**. In some circumstances, it may take a number of **Working Days** to complete all transactions.
- 19.2 Where we think it is reasonable and practical to do so, we will let you know through the **Platform** if there has been a delay in processing your **Instructions**.

- 19.3 If you request a single withdrawal or if your **CashHub account** is closed, we will pay the **Cash** in the **Holding Account** and any **Savings Account** (subject to terms 13.2 and 13.3) as a single payment to you (once we have received the **Cash** from all the **Savings Account Providers**) unless you hold any **Notice Period** or **Fixed Term Savings Account(s)** in which case these sums we will pay you only after the **Notice Period** elapses in the case of a **Notice Period Savings Account** and after the maturity date in the case of a **Fixed Term Savings Account**, where, subject to term 5.4, a further **Instruction** to withdraw the **Cash** savings from the **Holding Account** will be required. All payments shall be made to your **Nominated Bank Account**, unless otherwise agreed in writing with you.
- 19.4 We will not carry out **Instructions** if, before we start to do so:
- a) we are notified of the death of the sole or last surviving **CashHub Account Holder** (provided that if we are provided with a death certificate we will inform the personal representatives of the deceased what our requirements are to be able to take **Instructions** and once they are met we will continue to take **Instructions** from the legal personal representatives (or if more than one, one of them according to the principles of term 23) which **Instructions** shall be binding upon all of them). During the period from us being notified of a death and our being able to take **Instructions** from personal representatives, any **Cash** in the **CashHub account** will remain in the applicable **Savings Account** (subject to the **Summary Box**) or **Holding Account** and if following such death the **Nominated Bank Account** is not available, contact will be made with any of the personal representatives made known to us for **Instructions** subject to our being satisfied as to any alternative account being used for such purposes; or
 - b) where you are a **Business Client**, in circumstances where we are advised in writing by the **Business Client**, that the person who is making the **Instruction** has no authority to do so;
 - c) your **CashHub account** is already closed.
- 19.5 In some circumstances we may not process an **Instruction** immediately. In these circumstances, we do not have to give you a reason for any delay.
- 19.6 It is the responsibility of you (and your **Financial Adviser** if you have appointed one) or as a **Business Client**, any person who gives **Instructions** on your behalf) to deal with your **CashHub account**:
- a) to check that we have correctly interpreted and carried out any **Instructions** given for your **CashHub account**, and
 - b) to notify us of any discrepancies within 30 calendar days of your receipt of confirmation of the **Instruction**.
- 19.7 You acknowledge that in your applying for a **CashHub account** and making any **Instructions** you are doing so based upon your own judgement as to its suitability for you and that neither we nor **Quilter** have given you advice as to the suitability of a **CashHub account** for you.

You should conduct your own due diligence on the suitability or not of a **Savings Account** and in particular it is important to understand there may be a delay in being able to access your **Cash** where there are restrictions or notice periods on a **Savings Account**.

Charges and fees

20. Charges and fees

- 20.1 There are no charges or fees deducted from your **CashHub account**.
- 20.2 We are paid by the **Savings Account Provider (Bondsmith Interest)** and any **Interest** rates we publish on the **Savings Account List** are shown net of the amounts paid to us. We do not deduct these amounts from the published **Interest** rates or from your actual deposit in the **Savings Account**.
- 20.3 The amount paid to us as **Bondsmith Interest** is up to twenty five basis points (0.25%) by reference to the value of the **Savings Account**. Up to fifteen basis points (0.15%) of the **Bondsmith Interest** may be shared with **Quilter** by **Bondsmith** for distributing, and providing certain administration services for, the **CashHub account**.

Ownership of your CashHub account

21. Title and ownership

- 21.1 The **Holding Account** and **Savings Account(s)** will be registered in the name of the **trustee** and you are the beneficial owner to the extent of any **Cash Deposit Amount**. Unless we agree otherwise, you may not use the **Holding Account** and/or **Savings Account(s)** in your **CashHub account** as security for a loan or otherwise.
- 21.2 Purchases and sales of **Cash** within your **CashHub account** may be pooled with those of other investors and transactions processed for the aggregate amount.

22. Joint and trust CashHub accounts

- 22.1 Other than where you are a **Business Client**, your **CashHub account** (whether a **Holding Account** or **Savings Account**) may be held jointly with another person. Where we require written **Instructions** in respect of **Joint Accounts** they must be signed by both of the **Joint Account Holders** subject to term 23.
- 22.2 **Joint Accounts** will be held on a joint tenancy basis. This means that when one **Account Holder** dies, the surviving **Account Holder** will under the laws of survivorship own the **CashHub Account** and the **Cash** balances in it and the **trustee** shall, upon proof of such death and receipt of any other information that they may request, treat the survivor as the then sole holder of that **CashHub Account** and the owner of the **Cash** within it, and by opening such a **Joint Account** you hereby irrevocably agree to this. Some **Savings Accounts** may not qualify for being held on a **Joint Account** basis and in which case we shall inform you and they will only be eligible if held in the name of one person.
- 22.3 Your **CashHub Account** may be held on trust. Where you hold the **CashHub account** on trust you confirm that all **instructions** will be in accordance with the express terms of the trust deed and relevant law. Where we require written **Instructions** in respect of the **CashHub accounts** held on trust they must be signed by all of the trustees subject to term 23.
- 22.4 You must notify us if you make any changes to the trustees of the **CashHub account** and provide us with any evidence we reasonably request.

23. Appointment of a Lead CashHub Account Holder

- 23.1 If there is more than one **CashHub Account Holder** for a **Joint Account** or you are a **Business Client**, to be able to provide online **instructions** for the **account** you will need to select one person to be the **Lead CashHub Account Holder**.
- a) Each **CashHub Account Holder** for a **Joint Account** must agree to select the same **Lead CashHub Account Holder** who can use the **online Customer Centre** to provide **Instructions** for the whole **Joint Account**. If each **CashHub Account Holder** cannot agree then you will not be able to appoint a **Lead CashHub Account Holder**;
- b) If you are a **Business Client** then you must appoint a **Lead CashHub Account Holder** who can provide **Instructions** using the **online Customer Centre**. If you change the person who is the **Lead CashHub Account Holder**, then you must notify us in writing and provide the details of the replacement **Lead CashHub Account Holder**, by completing a new **Lead CashHub Account Holder** form and submitting it to the **Platform**.
- c) By selecting a **Lead CashHub Account Holder** you agree and authorise the **Lead CashHub Account Holder** to provide us with **Instructions** using the **online Customer Centre** to carry out transactions on behalf of all the **CashHub Account Holders** or, as applicable, **Business Client** and we can rely on this in the carrying out of **Instructions** and shall not be responsible for any losses any **CashHub Account Holder** suffers as a consequence of that.
- 23.2 By selecting a **Lead CashHub Account Holder**, where the application is made by trustees on behalf of the trust to which they are appointed as trustees, that the trustees hereby confirm that the provisions of the trust allow for the delegation of authority to one trustee to act on behalf of all trustees and the trust itself.
- 23.3 Each **CashHub Account Holder** will have to accept the **online Platform Terms** via the **Platform to access the Platform** and the **online Customer Centre** to access the **Services**. All **CashHub Account Holders** will then be able to view the **CashHub account(s)** to which they are party. The appointed **Lead CashHub Account Holder** will be able to carry out **Instructions** individually through the **online Customer Centre**. A **CashHub Account Holder** will not be able to solely carry out **Instructions** unless they are the **Lead CashHub Account Holder**. Some **Instructions** cannot be provided by the **Lead CashHub Account Holder** alone including, but not limited to, **Instructions** to withdraw **Cash** above certain amounts from the applicable **CashHub account**, whereby additional approvals may be required.
- 23.4 If you are registering for the **online Customer Centre** as an individual on behalf of a **Business Client**, then they then may be able to view the **CashHub account(s)** to which they are party. The appointed **Lead CashHub Account Holder** will be able to carry out **Instructions** individually through the **online Customer Centre**. A **CashHub Account Holder** will not be able to carry out **Instructions** unless they are the **Lead CashHub Account Holder**. Some **Instructions** may not be capable of being provided by the **Lead CashHub Account Holder** alone, including, but not limited to, **Instructions** to withdraw **Cash** which exceeds certain amounts, from the applicable **CashHub account** whereby additional approvals may be required.
- 23.5 The person who is registering on behalf of the **Business Client**, in making that registration, hereby confirms that they have the appropriate authority to act on behalf of the **Business Client** and that all applicable consents and authorisations have been given by the **Business Client**, to agree to these **Terms** and the **online Platform Terms**.

24. Changes to the Lead CashHub Account Holder

- 24.1 You may request to change the **Lead CashHub Account Holder** at any time. You must inform us of any change by post (or via the **Platform** if that allows it) and until you do, then we will continue to act on the **Instruction** of the **Lead CashHub Account Holder**. All **CashHub Account Holders** must agree on the new appointment of a replacement as described, as applicable, in term 23.1a) or 23.1b). The **Lead CashHub Account Holder** will stop being a **Lead CashHub Account Holder** when that person dies, or there is a request by a **CashHub Account Holder** in writing to remove the authority from that person to be a **Lead CashHub Account Holder**. We will not accept any further **Instructions** through the **Platform online Customer Centre** and we will only accept **Instructions** by post signed by all **CashHub Account Holders** until a replacement has been appointed as described, as applicable, in term 23.1a) or 23.1b).

General

25. Changes to the Holding Account and Savings Account(s) and related restrictions

- 25.1 We or **Savings Account Providers** may decide to suspend a **Savings Account** or we may be unable to process a transaction to invest in a **Savings Account**. This may be because the **Savings Account Provider** has withdrawn the product. If this happens and you have any related **Instructions** which have not yet been completed, we will cancel the **Instruction** and your **Cash** will remain as **Cash** in the **Holding Account** until you or your **Financial Adviser** provide us with an alternative **Instruction**, which is either to return the **Cash** to your **Nominated Bank Account** or to **Move** it to an alternative and available **Savings Account(s)**.
- 25.2 We or a **Savings Account Provider** may decide to close a **Savings Account**. If this happens your **Cash** and any **Interest** (or profit) you have earned will be returned to your **Holding Account** and held as **Cash**.
- 25.3 We or a **Savings Account Provider** may decide to close a **Savings Account** to new business or new **Cash** deposits only. If this happens:
- a) unless you **Instruct** us otherwise, you will remain in the **Savings Account**, and the **Cash** can be withdrawn but subject to any **Notice Period** or other restrictions
 - b) you cannot make lump-sum top-up **Cash** deposits in that **Savings Account**.
- 25.4 If the **Interest** (or profit) rate on one or more of your variable rate **Savings Accounts** changes we will notify you through the **Platform**:
- a) within 30 days of the rate change if the rate has gone up;
 - b) 14 days before the rate change of an **Easy Access Savings Account** if the rate is going down;
- or
- c) 14 days plus the **Notice Period** of a **Notice Period Savings Account** if the rate is going down; provided that, if your **Savings Account Interest** (or profit) is set against a bank base rate, should that bank base rate go down, if that change takes effect on less than 14 days' notice, then the notice periods at term 25.4 b) and term 25.4 c) shall not apply and it shall take effect as from the date such **Interest** (or profit) is implemented by the applicable **Savings Account Provider** and we will notify you of this as soon as possible through the **Platform**.

26. Changes to this agreement

- 26.1 Subject to the below (including term 26.4), we will give you at least two months' prior written notice through the **Platform** of any intended material adverse change to this **agreement**, along with access by the **Platform** to the new version of the terms of this **agreement**.
- 26.2 If you do not agree with the proposed change(s) you must tell us via the contact details provided in the notice we gave before that change takes effect and you will have the right to terminate this **agreement** at any time before the proposed date of their entry into force. If you do not contact us in order to tell us that you do not accept the changes and request to terminate this **agreement** you will be deemed to have accepted the change(s) and they will automatically take effect on the date specified in the notice.
- 26.3 Where you seek to terminate the **agreement**, this will be effected in the manner specified in (and subject to) term 11.
- 26.4 Any change to these **Terms and Conditions** which is required to be made to reflect a change of applicable law or regulation or the requirement of a **Savings Account Provider**, or **Quilter** (only if for **Quilter** required changes, we have agreed them with **Quilter**), or which is not a material adverse change, may take effect immediately (without notice) or otherwise as we may specify. Where this occurs, we will attempt to notify you before the change takes effect if possible, but failing that, will notify you through the **Platform** as soon as possible after the change becomes effective.

27. Statements and tax vouchers

- 27.1 We will provide you with a quarterly statement showing the position of your **CashHub account** at the end of each quarter. The quarterly dates are based on your **CashHub account Start Date**, unless you have another **Quilter** product in which case the position of your **CashHub account** at the end of quarter will be aligned with that date. For example, if your **Quilter** product charge date is 5 January, statements will be issued shortly after 5 January, 5 April, 5 July and 5 October each year. Where you have a **CashHub account** and a **Quilter** product your quarterly statement will be combined by **Quilter**.

27.2 You will receive a consolidated tax voucher as soon as possible after the end of the tax year each year for the previous tax year, such tax voucher showing the consolidated **Interest** received within the preceding tax year on your **CashHub account** and any other applicable **Quilter** products (which **Quilter** products shall be provided by **Quilter**).

27.3 You can also access your **CashHub account** value more regularly online from the **Platform**. This can be done through the **online Customer Centre**.

28. Valuing your Holding Account and Savings Account(s)

28.1 The value of your **Cash** in the **Holding Account** and the **Savings Account(s)** will be as shown from the **Platform** from time to time. In respect of **Interest** earned in any **Savings Account(s)**, this only includes **Interest** (or profit) which has been credited to the **Savings Account(s)** at that time. It does not include **Interest** (or profit) earned but not yet credited to a **Savings Account(s)**.

29. Protecting your cash

29.1 If you are eligible for **FSCS** protection, you may in certain circumstances be entitled to receive compensation from the **FSCS** in the event that the **Savings Account Provider** is unable to meet its obligations.

29.2 The **trustee** in respect of monies it holds, holds all funds in the **Holding Account** and deposits to **Savings Account(s)** on trust, and therefore in the event of any insolvency of the **trustee**, an insolvency practitioner would not generally view such funds as forming part of its estate. As such, those funds should not be available to the **trustee's** creditors and should be distributed to clients, including you, but there could be a risk that funds and deposits could be subject to the deduction of the insolvency practitioner's costs, and any other costs that are deductible under applicable law.

29.3 The limits and exclusions for **FSCS** compensation may change from time to time and may be different whether a sole **CashHub account** or a **Joint Account** and may not apply with a **Business Client**. You should always check www.FSCS.org.uk for the current limits and exclusions. Please note that if **FSCS** compensation is included, this limit applies to your total holdings with a cash product provider and with us (as applicable), and therefore includes all the cash you may hold with any cash product provider or us, whether through the **CashHub account** or outside of it.

30. Quilter's online Customer Centre

30.1 By applying for your **CashHub account** you are accepting that you will manage your **CashHub account** online using the **online Customer Centre**. You will be required to read and accept the **Platform Terms**. These are a separate **agreement** between **Quilter** and you.

30.2 Some **Instructions** cannot be submitted using the **online Customer Centre** and must be sent to us via **Quilter** either by your **Financial Adviser** or you in writing.

30.3 Where **Instructions** are sent using the **online Customer Centre** they will be treated as acknowledged by us if you receive confirmation of the transaction from the **Platform**. You acknowledge that we can rely on **Instructions**.

30.4 Correspondence from us will be stored online in your document library on the **Platform**, which you can access by logging in to the **online Customer Centre**. Each time we issue new correspondence, you will be notified using the email address provided to us. Paper correspondence from us will only be sent where we are obliged to by law or regulation.

31. Our liability

31.1 If we do not comply with the **Terms** of this **agreement**, then, subject to term 31.2 e) we will only be responsible to you for any loss or damage you suffer as a result of our breach of these **Terms**. We will not be responsible under any circumstances for any loss or damage that was not foreseeable to both you and us at the time you entered into the **agreement** (such as loss of profits or other opportunities).

31.2 We shall not be liable to you for:

- a) any default, of any nature or for any reason, by any **Cash Product Provider** holding **Cash** in a **Holding Account** or **Savings Account Provider** holding **Cash** in a **Savings Account** in relation to returning the amount of any deposit(s) placed with such a provider of that **Holding Account** or a **Savings Account**, or in relation to any **Interest** on that **Savings Account**;
- b) any loss or damage suffered by you as a result of the **Cash Product Provider** holding **Cash** in a **Holding Account** or a **Savings Account Provider** holding funds in a **Savings Account**, going into liquidation or a receiver, trustee, administrator or other insolvency practitioner being appointed or the equivalent proceeding in any applicable jurisdiction to the relevant **Cash Product Provider** or **Savings Account Provider**;
- c) any loss or damage suffered by you as a result of the **Platform** being unavailable or **Quilter** not providing from the **Platform** any information which you are entitled to receive under these **Terms and Conditions**, which we have provided to them for such purposes (for whatever reason) or any breach by **Quilter** of the **Platform Terms** (including in connection with any **Quilter** products which are not provided by us); nor

d) any reliance by us on your **Instructions** and the person giving them nor any **Event Outside Our Control** in accordance with term 32.

We do not exclude or limit in any way our liability where we cannot exclude or limit our liability by law or regulation.

32. Events Outside Our Control

- 32.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this **agreement** if it is caused by an **Event Outside Our Control**.
- 32.2 An **Event Outside Our Control** means any act or event beyond our reasonable control and may include: the acts or regulations of any government, supranational body or authority; breakdown, failure or malfunction of any telecommunications or computer service or third party **Services** or the **Platform**; industrial disputes; and acts of war, terrorism, civil unrest or natural disaster.
- 32.3 If we become aware of an **Event Outside Our Control** that affects our provision of the **Services** and any **CashHub account** or these **Terms**, we will contact you as soon as reasonably possible via **Quilter**.
- 32.4 Our obligations under these **Terms and Conditions** may be suspended and the time for performance of our obligations will be extended for the duration of the **Event Outside Our Control**. We will use reasonable endeavours to recommence the provision of the **Services** as soon as reasonably possible after the **Event Outside Our Control** is over.

33. Data protection

- 33.1 We and the **trustee** will handle your personal data in line with our Privacy Policy which can be found at www.bondsmith.com. Please note that this privacy policy is changed from time to time, please refer to our website for the most up-to-date copy. If you are not comfortable with how we handle your information as explained in our Privacy Policy, you should not apply for a **CashHub account**.
- 33.2 You consent to our undertaking any electronic search we consider necessary for the purposes of verifying your identity and address. To do so, we may check details about you against certain databases that we have access to. We may also use your details in the future to assist other companies for verification purposes. A record of this search will be retained.
- 33.3 If we cannot verify your identity, we may ask you to provide certain original documents. You agree that we may pass on such information we obtain as part of this process as we consider necessary including to **Quilter** and also to relevant third parties to comply with applicable legal and regulatory requirements.
- 33.4 You acknowledge and agree that in meeting our obligations under these **Terms and Conditions**, we may disclose your identity, customer due diligence information and any other information reasonably required to **Quilter**, **Cash Product Provider(s)** and **Savings Account Provider(s)** as otherwise required by applicable law.

34. Notices

- 34.1 You must provide us with information we reasonably require to carry out our obligations under this **agreement**. This includes telling us if you change your name, email address, residential address or residency status for tax purposes. You can do this through the **online Customer Centre**.

You must keep us informed of any changes in accordance with term 33.1.

- 34.2 We will instruct **Quilter** to issue and display all notices, documents and correspondence relating to your **CashHub account** via your document library in the **online Customer Centre** from the **Platform** except where we are obliged by regulation to issue by post. **Quilter** on our behalf will notify you by email whenever a new document is available in your document library. Where **Quilter** has sent you an email, any new document shall be treated as having been received by you whether or not they are actually received by you or seen by you.
- 34.3 When we or **Quilter** communicate with you, we will use the most recent details you have provided to us. If you change your email address, you must immediately advise us of your new email address. In the absence of such information, we will through **Quilter** continue to notify you when new documents are available using the email address you last supplied to us. Where you have a **Joint Account**, **Quilter** will notify each of you, by email when new documents are available.
- 34.4 Any communication we send to you through your document library will be valid, and treated as though you had received it at the time we send the email notification described under term 34.2.
- 34.5 Where we or **Quilter** on our behalf issue notices by post, we will meet this requirement if it is sent to the address that you last provided to us. We can assume that you received a notice sent by us by post when it would normally be expected to have been received in the ordinary course of post.
- 34.6 Where you have a **Joint Account** and both you and the **Joint Account Holder** live at the same address, we will send any notices described under term 34.5 to this address. Where you live at different addresses we will produce two copies of every notice and send to both.

- 34.7 If we are unable to contact you, we will make reasonable efforts to obtain your latest contact details, including the use of tracing agencies.

35. Complaints

- 35.1 If you have a complaint about any aspect of your **CashHub account**, our complaints procedure is available on request. Making a complaint will not prejudice your right to take legal proceedings. You should seek to raise complaints with **Quilter** in the first instance and if that complaint relates to us and the **Savings Account** or **Holding Account** (and not **Quilter**) then we will handle that complaint directly with you.
- 35.2 You can make a complaint by contacting **Quilter** via email, at their **Postal Address** or by telephone, using their details at the start of this document.
- 35.3 **Quilter** will assess your complaint, and if appropriate forward it to us if we are responsible.
- 35.4 If you are not satisfied with the way the complaint is dealt with, you can refer it to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4567
www.financial-ombudsman.org.uk

36. Miscellaneous

- 36.1 A failure or delay by a party to this **agreement** to exercise any right or remedy provided under these **Terms** or by law will not constitute a waiver of that or any other right or remedy, and any waiver shall only be valid if made in writing and shall not waive any future right or breach or preclude or restrict any further exercise of that or any other right or remedy.
- 36.2 Unless specifically provided otherwise, rights arising under these **Terms** are cumulative and do not exclude rights for either party provided by law.
- 36.3 If any law, court or competent authority (including any regulator) finds that any provision of these **Terms** (or part of them) is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these **Terms** shall not be affected.
- 36.4 These **Terms and Conditions** constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of these **Terms** and each party acknowledges that in entering into this agreement, they are not relying on any representation or warranty not set out in these **Terms**.
- 36.5 You shall not, without our prior written consent, assign, transfer, or deal in any other manner with all or any of your rights or obligations under these **Terms**.
- 36.6 Nothing in these **Terms** is intended to, or shall operate to, create a partnership between the parties.
- 36.7 Except as expressly provided in these **Terms**:
- a) neither party authorises the other party to act as agent for it; and
 - b) neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 36.8 This **agreement** is between you and us and no other person shall have any rights to enforce any of its **Terms and Conditions**.
- 36.9 This **agreement** is subject to and is to be interpreted in accordance with the laws of England and Wales. You and we submit to the jurisdiction of England and Wales. This **agreement** and any subsequent communications shall be in English.
- 36.10 Any reference to any legislation, statute, rule, contract or any other document, is to such legislation, statute, rule, contract or other document as amended from time to time and as currently in force.
- 36.11 Any reference to "including" or "includes" in these **Terms** shall be deemed to be a reference to "including without limitation".
- 36.12 Any headings in these **Terms and Conditions** are provided for convenience only and shall not affect their interpretation.
- 36.13 Unless the context requires otherwise, words used in these **Terms** in the singular shall include the plural, and words used in these **Terms** in the plural shall include the singular.

Glossary

Account Holder or **CashHub Account Holder** means you or the **Joint Account Holder** or the **Business Client**, as applicable;

Acknowledgement means our communications to you as part of the **Services** for any matter which we agree to confirm whether from an **Instruction** or otherwise;

Business Client means a business, partnership, company, trust or registered charity or other corporate entity;

Cash means the then current lawful currency of the **UK** (which at the date of this **agreement** is the pound sterling) or such other currency as we may allow from time to time and which is placed into and/or **Moved** to one or both (as applicable) of a **Holding Account** and/or a **Savings Account**;

Cash Deposit Amount means the amount of **Cash** that is in your **CashHub account** from time to time;

CashHub account means the account which you open with **Bondsmith** via the **Platform** to enable you to transfer **Cash** to the **Holding Account** and any **Savings Account** and vice versa;

Cash Product Provider means banks, building societies or other recognised financial institution(s) of our choosing and that is authorised to accept deposits into the **Holding Account**, as notified to you from time to time;

CHAPS means a clearing house automated payment system;

Easy Access means a **Savings Account** which you can access to withdraw **Cash** at will;

Event Outside Our Control has the meaning given in Term 32;

FCA means the Financial Conduct Authority and any successor organisation;

Financial Adviser means a regulated financial adviser authorised and appointed by you to, amongst other things, provide **Instructions** on your behalf, that has entered into terms of business with **Quilter**;

Financial Adviser Extranet means that private network between **Quilter** and a **Financial Adviser**, allowing a **Financial Adviser** to exchange data with **Quilter**;

Fixed Term means a **Savings Account** where you have to deposit your **Cash** for a fixed minimum term until the maturity date of that fixed minimum term;

FSCS means the Financial Services Compensation Scheme, being the scheme established pursuant to the Financial Services and Markets Act 2000 under which deposits placed with **Savings Account Provider** authorised by the **FCA** are afforded protection against default of the relevant **Savings Account Provider** up to a certain amount per **Savings Account Provider** and includes any successor scheme or entity under any succeeding or subsequent legislation;

FSCS Information and Exclusions Documents means the document(s) referred to in term 4.3 which relate to the **FSCS**;

HMRC means His Majesty's Revenue & Customs and any successor organisation;

Holding Account means a designated bare trust account opened and maintained by us in the **trustee's** name on behalf of our clients generally, including you, as beneficiaries, with the **Cash Product Provider**, for the purposes of holding funds prior to or immediately following their withdrawal from **Savings Account(s)**;

Instruct or Instruction or Instructions means instructions submitted to us via the **Platform** or **Quilter** or directly for placing or withdrawal of **Cash** to or from a **Saving Account** and/or **Holding Account**;

Interest means as applicable actual interest payable on the **Savings Account** or in the alternative if that **Savings Account** does not pay interest, but is expressed as paying a profit related to that **Savings Account**, that profit, as defined;

Joint Account means a **CashHub account** held in the name of two persons;

Joint Account Holder means any one or all persons (as applicable) in whose name a **Joint Account** is held;

Lead CashHub Account Holder means the person appointed on a **Joint Account** pursuant to term 23 as authorised on behalf of all the **Joint Account Holders** or, as applicable, the person appointed by the **Business Client** pursuant to term 23, who is authorised on behalf of that **Business Client**;

Move means to move **Cash** from a **Savings Account** to the **Holding Account** or vice versa;

Nominated Bank Account means an account held by you in your name and notified to us in accordance with these **Terms and Conditions**;

Notice Period means in respect of a **Savings Account**, the notice you have to give to withdraw your **Cash** as being the notice period applicable for that **Savings Account**;

Online Customer Centre means the website (which can be accessed at customer.platform.quilter.com) and/or the mobile application, the 'App', through which **Quilter** provides the facilities and function to deal with (amongst other things) your **CashHub account**;

Platform means the online technology platform provided by **Quilter**;

Platform Terms means the 'Quilter Terms and Conditions for Quilter's online Customer Centre' which set out the terms and conditions with **Quilter** for access to and use of the **online Customer Centre**.

Postal Address means the postal address for Quilter which is SUNDERLAND SR43 4JP;

Quilter is the trading name of Quilter Investment Platform Limited, the distributor of the **CashHub**;

Savings Account means the **Easy Access**, **Notice Period** or **Fixed Term Savings Account(s)** provided by the **Savings Account Provider(s)** (and **Savings Account(s)** shall mean all of them as applicable);

Savings Account List means the names of the **Savings Account Provider(s)** who are providing **Savings Accounts**, the latest list of which (including the associated **Savings Accounts**) is available from the **Platform** from time to time;

Savings Account Provider means a bank, building society or other recognised financial institution that is authorised to accept deposits and is listed on the **Savings Account List** from time to time;

Services means collectively, the deposit management, **CashHub account** information and payment initiation services that we provide to you under this agreement;

Start Date has the meaning given in term 2.9;

Summary Box means the document(s) referred to in term 4.3;

Terms or Terms and Conditions means the terms described in this agreement and a reference to "term" herein means the specific term explicitly referenced;

UK means the United Kingdom of Great Britain and Northern Ireland, but not including the Channel Islands or the Isle of Man;

Working Day means a day when **UK** banks are open for business in England.

UK-652263026.1

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Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Bondsmith is a trading name of Bondsmith Savings Ltd, which provides the CashHub (CHB) distributed by Quilter Investment Platform Limited. Bondsmith Savings Ltd is registered in England and Wales, No 13223331. Registered office: 124-128 City Road, London, EC1V 2NJ. Bondsmith is authorised by the Financial Conduct Authority, Firm Reference 955601.

Quilter is the trading name of Quilter Investment Platform Limited, which is registered in England and Wales under number 1680071. Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Authorised and regulated by the Financial Conduct Authority. Financial Services register number 165359. VAT number 386 1301 59.

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