

Terms and conditions for the AJ Bell Cash savings hub

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Introduction

These are the terms and conditions for the AJ Bell Youinvest Cash savings hub.

To provide you with the Cash savings hub, AJ Bell has joined together with Raisin, Starling Bank and Meteor to provide all of the services required.

The services provided by each company are as follows:

AJ Bell: is responsible for the marketing and promotion of the Cash savings hub; the AJ Bell Youinvest website, through which you will be able to apply for the Cash savings hub, select Savings accounts and operate your Cash savings hub; passing on your instructions to Raisin and communications with you about the Cash savings hub.

Raisin: provides the technology platform that enables you to access and manage multiple Savings accounts through the Cash savings hub. Raisin manages the relationships with the Partner Banks, whose Savings accounts are made available under the Cash savings hub and passes on instructions to Starling Bank, Meteor and the Partner Banks on your behalf through its platform.

Starling Bank: provides your bank account (referred to in this document as your Transit account), to which you will pay money to fund the Savings accounts which you select and to which maturity proceeds and interest, or profit, will be paid from your Savings accounts. The Transit account is set up in your own name by Starling Bank.

Meteor: provides a bare trustee service, for those Savings accounts which are operated by a Partner Bank on a pooled basis. Deposits are held with the applicable Partner Bank in the name of Meteor, as trustee on your behalf and on behalf of other customers investing in the same Savings account. Meteor maintains records of the individual customers depositing money in each Savings account and makes this information available to the applicable Partner Bank to ensure that you have protection under the Financial Services Compensation Scheme, or in an equivalent European deposit guarantee scheme, in the same way as if you had opened an account in your own name with that bank.

Each of these companies is legally responsible for the services it provides for you under the Cash savings hub and you will have a legally enforceable agreement with each company covering the services they provide.

For your convenience, this document includes the terms and conditions of your separate agreements with AJ Bell (Section 1) and Raisin (Section 2). The terms and conditions for your agreement with Starling Bank are in a separate document, which is available to you on the Website.

As part of your application for a Cash savings hub you will be required to agree to these terms and conditions and also to the Starling Bank Account Terms and Conditions.

In addition, if you select a Savings account which operates on a pooled basis, you will be asked to agree to the terms and conditions of Meteor at the time you select that Savings account.

For your own benefit and protection, please read this document and the Starling Bank Account Terms and Conditions carefully. They contain important information about your rights and obligations as well as limitations and exclusions that may apply to you. If there is anything that you do not understand please contact AJ Bell.

You should keep this document in a safe place for future reference.

Queries and Complaints

If you have any questions about the Cash savings hub or want to make a complaint about any of the services provided under the Cash savings hub, including the Transit account or any Savings account, please contact AJ Bell at the following address and we will ensure that your query or complaint is investigated by the appropriate party and a response issued to you.

AJ Bell Youinvest
4 Exchange Quays
Salford Quays
Manchester
M5 3EE

Email: enquiry@youinvest.co.uk
Website: www.youinvest.co.uk

No advice

We do not provide financial, investment or tax advice as part of the Cash savings hub. Neither AJ Bell, Raisin, Starling Bank, Meteor nor any Partner Bank give, nor is anything on the Website or any linked website to be construed as, a personal investment recommendation, financial, or tax advice of any kind. You are responsible for selecting the Cash savings hub and the Savings accounts held under the Cash savings hub.

Section 1: AJ Bell Terms

1 Becoming a Cash savings hub customer

- 1.1 We will provide our services under the Cash savings hub with reasonable skill and care but, because we do not give advice, we cannot guarantee that our services or the Cash savings hub will meet your particular needs.
- 1.2 When you submit your Application for the Cash savings hub, you agree that we may share information with Raisin, Starling Bank, Meteor and the Partner Banks as required for the purposes of operating your Cash savings hub, including opening your Transit account and the Savings accounts selected by you. Please refer to clause 12 for more information on how we handle your Personal Information.
- 1.3 Your Agreement with us will start as soon as we confirm that your Application for a Cash savings hub has been accepted, at which point you will be able to fund your Transit account.
- 1.4 Your Application may be declined entirely at our discretion or at the discretion of Raisin or Starling Bank and, if this is the case, you accept that we will not be able to disclose to you the reason why your Application is declined.

2 Funding your Transit account

- 2.1 Your Transit account is provided by Starling Bank and is managed in accordance with the Starling Bank Account Terms and Conditions.
- 2.2 You can fund your Transit account via payments directly from your Nominated Account or, if agreed by Starling Bank in advance, by transfer of cash from your Dealing account.
- 2.3 Payments from your Nominated Account must be made by Faster Payment.
- 2.4 You may instruct a Faster Payment via the Website. Each time you instruct a Faster Payment via the Website, you will be prompted to provide your consent to use the service.
- 2.5 You do not have to initiate a Faster Payment via the Website and for some banks it may not be possible to initiate a Faster Payment via the Website, in which case you will need to instruct your bank to make the Faster Payment to your Transit account.

3 Your Nominated Account

- 3.1 You must provide details of your Nominated Account when submitting your Application.
- 3.2 For security purposes payments will only be facilitated from your Nominated Account to your Transit account and Withdrawals made from your Transit account to your Nominated Account once

the authenticity of your Nominated Bank has been verified to our satisfaction and the satisfaction of Starling Bank.

- 3.3 You can change the details of your Nominated Account at any time via the Website. If you change your Nominated Account, for security purposes, payments from and Withdrawals to the new Nominated Account will only be allowed once its authenticity has been verified to our satisfaction and the satisfaction of Starling Bank. This may result in payments being delayed.
- 3.4 Your Nominated Account for the Cash savings hub must be the same as your Nominated Account for your other AJ Bell Youinvest accounts.

4 Savings accounts

Selecting Savings accounts

- 4.1 You may view and select Savings accounts from the list of available Savings accounts included in the Cash savings hub section of the Website. The list of available Savings accounts may be amended and updated from time to time.
- 4.2 Where you select multiple Savings accounts, each selection of a Savings account will be treated as a separate Instruction. If you select a number of different Savings accounts, in general, your Instructions will be processed in the order you gave them. However, if the funds available in your Transit account are not sufficient to fund the first Instruction in full but are sufficient to fund a successive Instruction in full, that later Instruction will be processed first. For example, if there is £10,000 available in your Transit account and you make two Instructions, the first requiring a deposit of £30,000 and the second requiring a deposit of £5,000, the second Instruction will be processed first.
- 4.3 You must give Instructions via the Website. You cannot give Instructions by telephone or email. We are entitled to treat as genuine any Instruction given via the Website.
- 4.4 Before you submit your Instruction, you will be presented with a factsheet for the Savings account that you have selected and, depending on the Savings account, Meteor's terms and conditions or the Partner Bank's terms and conditions applicable to that Savings account. It is your responsibility to review these documents carefully and to assess whether you wish to accept the terms and conditions applicable to the relevant Savings account and confirm your Instruction.
- 4.5 When you give us an Instruction:
 - 4.5.1 you are agreeing to the terms and conditions for the Savings account as provided by the relevant Partner Bank or, where appropriate, Meteor;

- 4.5.2 we act as your agent which means that you are entering into a contract for the relevant Savings account directly with the Partner Bank or Meteor and not with us; and
- 4.5.3 you authorise us to perform all actions as may be necessary, including sharing your Personal Information with Raisin, Meteor and the relevant Partner Bank, to complete your Instruction.

Funding Windows

- 4.6 If a Funding Window applies in relation to your Savings account, you must ensure that the required funds are deposited and cleared in your Transit account before the Funding Window ends. If you do not fund your Transit account in full with cleared funds during that time, we will cancel your Application and the Funding Window will end. We will contact you if this occurs.
- 4.7 We will inform you if, at any time within the Funding Window, there is a reduction in the Rate applicable to the Savings account you have selected and the provisions set out in clause 4.8 or clause 4.9 shall apply as applicable.
- 4.8 If the Partner Bank amends the Rate before you have funded your Transit account with the funds required for your Savings account, and the amended Rate is higher than the Rate advertised at the time you selected the Savings account, the higher Rate will apply to your Savings account.
- 4.9 If the Partner Bank amends the Rate advertised before you have funded your Transit account with the funds required for your Savings account and the amended Rate is lower than the Rate advertised at the time you selected the Savings account, you will typically have 5 Business Days (at the Partner Bank's discretion) from the date of the change to the Rate to fully fund your Transit account and to receive the Rate advertised at the time you selected the Savings account. If you do not fund your Transit account in full with cleared funds during that time, we will cancel your Application and the Funding Window will end. We will contact you if this occurs.

Executing your Instructions

- 4.10 Your Instruction will not be executed if you do not meet the Partner Bank's requirements for the Savings account. In such circumstances, we will inform you by email.
- 4.11 Once an Instruction has been executed, we will send you an email to:
 - 4.11.1 confirm that your Instruction has been executed; and
 - 4.11.2 provide the details of your Savings account.

Maturity of Savings accounts

- 4.12 We will contact you approximately one month before the maturity date of your Savings account to advise you of your options. If we do not receive a response from you before the maturity date, your funds will continue to be held in your Transit account at the end of the fixed term until you decide what you would like to do. Unless you are reinvesting with the same Partner Bank, funds can take up to four Business Days after the maturity date to appear in your Transit account.

5 Charges and taxation

- 5.1 We do not charge you for the Cash savings hub. We are remunerated by receiving a share of the payment received by Raisin from the Partner Banks, which is determined by the amount of money deposited with those Partner Banks by Cash savings hub customers.
- 5.2 Any charges payable to Raisin are set out in Raisin's terms and conditions, incorporated within Section 2 of this document.
- 5.3 Any charges that apply in relation to a Savings account will be included in the information provided to you by the Partner Bank before you place an Instruction for that Savings account.
- 5.4 We reserve the right, in our sole discretion, to introduce a charge and to amend the charges for the Cash savings hub, but we will not do this without giving you at least 30 calendar days' prior written notice.
- 5.5 Interest or profits received under your Cash savings hub may be subject to tax. It is your responsibility to report information on interest or profits received to HMRC and to pay any tax liability that arises. We are not responsible for any tax liability you may have in relation to your use of the Cash savings hub, including in respect of your Transit account or any Savings accounts.
- 5.6 You are responsible for dealing with your tax affairs, including completing and submitting any applicable tax returns. You are also responsible for checking that any information we provide to you about your Cash savings hub and your Savings accounts which you use for the purposes of completing any tax returns (e.g. details of profit or interest income) is accurate and complete.

6 Access to the Website

- 6.1 We will provide you with a single username and password for the secure area of the Website. Use of the Website and any illustrations, tools or any other facilities made available on it is at your risk and subject to the Website terms of use set out on the Website.

- 6.2 You must keep your password safe and confidential and notify us immediately if it is lost or compromised.
- 6.3 Only you can access your Cash savings hub and send us Instructions. If you have appointed an Account Lead or Representative in respect of your other AJ Bell Youinvest accounts, they will have no access to your Cash savings hub and they cannot send us Instructions or messages in respect of your Cash savings hub.
- 6.4 You can only use the Website and the Access Software if you accept (expressly or by implication) all relevant terms of use which are set out on the Website from time to time.
- 6.5 Without limiting the effect of clause 6.8, the provisions set out in clauses 6.10 to 6.16 will apply to your use of any Access Software.
- 6.6 Access Software is made available for personal use only and may not be used for any commercial purposes. We are not liable to you if you use the Access Software for any non-permitted purpose.
- 6.7 All copyright and other intellectual property rights in the Access Software belong to us or any third party licensors and the rights in the Access Software are licensed (not sold) to you. You have no intellectual property rights in, or to, the Access Software other than the right to use them for the licensed purpose.
- 6.8 We recommend that you back-up any content or data used in connection with the Access Software to protect yourself in case of any problems with the Access Software or the Cash savings hub.
- 6.9 You are not permitted to:
 - 6.9.1 use any Access Software on any phone or other device which you do not own or control;
 - 6.9.2 distribute or make the Access Software available over a network where it could be used by multiple devices at the same time;
 - 6.9.3 rent, lease, lend, sell, redistribute or sublicense the Access Software; or
 - 6.9.4 copy (except as expressly permitted), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Access Software, any updates, or any part thereof (except to the extent any such restriction is prohibited by applicable law or is permitted by the licensing terms governing the use of any open sourced components included with the Access Software).
- 6.10 You must not use the Access Software:
 - 6.10.1 in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these AJ Bell Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into any operating system;
 - 6.10.2 to transmit any material that is defamatory, offensive or otherwise objectionable;
 - 6.10.3 in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - 6.10.4 to collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from any of our servers.
- 6.11 We reserve the right at any time without notice to change, suspend or withdraw the Access Software or to require you to download a new version. We accept no liability for any loss or damage you suffer as a result of such change, suspension or withdrawal. We may end your rights to use the Access Software if you have broken the terms governing your use of the Access Software in a serious way.
- 6.12 If we end your rights to use the Access Software:
 - 6.12.1 you must stop using the Access Software immediately;
 - 6.12.2 you must delete or remove the Access Software from all devices in your possession and immediately destroy all copies of the Access Software which you have and confirm to us that you have done this upon request.

7 Using the Website

- 7.1 You may download or print individual sections of the Website and information from websites linked to it strictly for personal use provided you keep intact all copyright and proprietary notices but you must not reproduce or distribute any material without our prior written consent.
- 7.2 Some of the data made available on the Website is provided by Third Party Service Providers. We do not guarantee the accuracy, completeness, timeliness or correct sequencing of any such data on the Website nor are we responsible for any decision made or action taken in reliance upon that data or the interruption of any data.
- 7.3 You are responsible for verifying the accuracy of any information that you use which is made available on any website that is linked to the Website.

- 7.4 You are responsible for monitoring the information on the Website, ensuring that you read your emails and other notifications and informing us if there is something wrong or where there appears to have been unauthorised use or access.
- 7.5 You may experience occasional interruption to the Website as a result of routine or non-routine maintenance, upgrades of the Website, failure of or disruption to the Internet or in extreme market conditions or due to systems malfunction or failure.
- 7.6 The Website may not support your browser or be fully compatible with your computer.
- 8 Withdrawals from the Transit account**
- 8.1 You may request a Withdrawal from your Transit account to your Nominated Account or, subject to our prior agreement, to your Dealing account via the Website. If you request a Withdrawal, payment will be made by Faster Payment.
- 9 Terminating your use of the Cash savings hub**
- 9.1 You can terminate your use of the Cash savings hub by notifying us in writing. However, you cannot terminate your use of the Cash savings hub until all of your Savings accounts have been terminated and you have withdrawn all cash from your Transit account.
- 9.2 In general, you will not be able to terminate a fixed term Savings account prior to the specified maturity date and you will only be able to terminate a notice Savings account after giving the minimum period of notice specified.
- 9.3 We shall be entitled at our discretion to terminate or suspend your use of the Cash savings hub in the following circumstances:
- 9.3.1 on giving you not less than 20 Business Days' notice, except in an emergency, when we may not be able to give you any notice, or if in our opinion you have persistently abused the Cash savings hub. We will not exercise this right unreasonably;
- 9.3.2 immediately on notice if your use of the Cash savings hub puts us at risk of breaching any Regulatory Requirement; or
- 9.3.3 immediately on notice if you are in breach of these AJ Bell Terms.
- 9.4 If we serve notice to terminate your use of the Cash savings hub in the circumstances set out in clause 9.3.1 or clause 9.3.2:
- 9.4.1 if you hold any Savings accounts, they will continue in full force and effect until the expiry of their fixed term or notice period. After the expiry of the fixed term or notice period, your cash will be transferred to your Transit account;
- 9.4.2 your Transit account will continue in full force and effect until all cash has been withdrawn and the account is closed in accordance with the Starling Bank Account Terms and Conditions;
- 9.4.3 termination of the Agreement will not affect any existing rights or any outstanding obligations.
- 9.5 On termination of the Agreement in the circumstances set out in clause 9.3, your cash will be transferred from your Transit account to your Nominated Account.
- 9.6 If you die, these AJ Bell Terms will continue to apply until we receive instructions from your personal representatives. These AJ Bell Terms will apply equally to your personal representatives.
- 10 Liability**
- 10.1 Nothing in these AJ Bell Terms will exclude or limit our liability for:
- 10.1.1 any duty or liability under the FCA Rules;
- 10.1.2 death or personal injury caused by our negligence; or
- 10.1.3 fraud or fraudulent misrepresentation.
- 10.2 You agree to reimburse us for any Loss of any kind that we suffer or incur as a result of providing the Cash savings hub unless if and to the extent that the Loss is caused by our negligence, fraud or wilful default.
- 10.3 Except as provided in clauses 10.1 and subject to the exclusions in clause 10.4, we will only be liable under these AJ Bell Terms for any Loss if and to the extent that it is caused by our negligence, fraud or wilful default.
- 10.4 Except as provided in clause 10.1, neither you nor we shall in any event be liable (whether under any express or implied term of the Agreement or by reason of a negligent act or omission) for any:
- 10.4.1 Loss that was not reasonably foreseeable;
- 10.4.2 Loss that is not the natural result in the usual course of things of the event that gave rise to the claim and was not likely to arise from a special circumstance which we knew of, or should have known of, when that event took place. For example, when you give an Instruction;
- 10.4.3 loss of income, profits, the ability to invest or disinvest or wasted expenditure; or
- 10.4.4 loss of data.

- 10.5 Except as provided in clauses 10.1 and 10.3, we will not be liable to you (whether under any express or implied term of the Agreement) for any:
- 10.5.1 decrease or fluctuations in the value of your Transit account or Savings accounts;
 - 10.5.2 Loss arising from the insolvency, default, fraud, wilful default or negligence of Starling Bank, Meteor or any Partner Bank which hold your cash;
 - 10.5.3 Loss arising from the insolvency, default, fraud, wilful default or negligence or any other act or omission of you;
 - 10.5.4 Loss arising from delays in processing payments or Withdrawals;
 - 10.5.5 Loss arising from the unauthorised use of a password resulting from your negligence; or
 - 10.5.6 Loss arising out of or in connection with your error, delay, unclear or incomplete instructions or your failure to comply with our instructions within the specified time limits.
- 10.6 We will not be responsible for any delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control including any breakdown, failure or malfunction of any telecommunications or computer systems (internally or externally), equipment or software used by us or of any clearing system used in connection with the Cash savings hub, the insolvency or default of any participant in such a clearing system or the failure by any settlement bank to make, receive or debit any payment or cyberattacks or any other malicious act of any third party.
- 10.7 The provisions of this clause 10 will continue to apply even if you stop using the Cash savings hub.

11 Conflicts

- 11.1 Circumstances may exist which give rise to a conflict between our and your interests or between you and another customer. Our Conflicts Policy explains how conflicts can arise and the arrangements we have for managing them. The Conflicts Policy is available on the Website.

12 Your Personal Information

- 12.1 We use your Personal Information and store it on our systems and otherwise process it for the purpose of supplying you with the Cash savings hub and any other AJ Bell Youinvest accounts you hold. For further information about how we use your Personal Information and how you can exercise your rights in relation to our use of your Personal Information,

please see the Privacy Policy on our Website which we may update from time to time.

- 12.2 You must inform us as soon as possible of any material changes to your Personal Information.
- 12.3 During your Agreement with us, we will share your Personal Information as required with Raisin, Starling Bank, Meteor and the Partner Banks in order to provide you with the Cash savings hub and to pass on your Instructions. For more information about how Raisin and Starling Bank may process your Personal Information, please refer to Raisin's terms and conditions in Section 2 of this document and the Starling Bank Account Terms and Conditions.

13 Communication

- 13.1 We may use your Personal Information (including passing it to our Associates and Third Party Service Providers) to provide you by email, telephone, post, Secure Message or text message with:
- 13.1.1 Service Information;
 - 13.1.2 Investment insight, providing articles, videos and other information about markets and investments; and
 - 13.1.3 if you have opted in to receive them, the other communications set out in the communications preference section of the secure area of the Website.
- 13.2 If you wish to opt out of receiving Investment insight or any of the other communications set out in the communications preference section of the secure area of the Website or otherwise wish to change your communications preferences, you can do so at any time via the Website, but you will not be able to opt out of receiving Service Information.
- 13.3 We and our Associates record the content of incoming and outgoing calls for quality assurance, training and regulatory purposes. We and our Associates reserve the right to disclose the contents of any recording to any Competent Authority or use it in any legal or regulatory proceedings.
- 13.4 We will only accept Instructions submitted in accordance with clause 4.3. We may accept and shall be entitled to rely on any other instructions received from you, in relation to the administration of the Cash savings hub via the Website or by telephone or email but may insist on being sent instructions in writing. You are responsible for taking reasonable steps to ensure the secure transmission of instructions to us.
- 13.5 We do not recommend that you send us by email confidential information or any communication in relation to the administration of the Cash savings hub, which you need us to give urgent attention. Confidential information should be sent to us by post and if you want us to give something urgent attention

you should contact us by telephone.

- 13.6 You must send all written notices or communication in relation to the administration of your Cash savings hub to us by post at the address provided in the Queries and Complaints section of these AJ Bell Terms.
- 13.7 We will send correspondence to you to the most recent email address held on our records. It is your responsibility to ensure that you check your email regularly. We may also contact you by post at the most recent postal address held on our records. You must notify us promptly of any change in your postal address.
- 13.8 You must maintain a live email account and notify us of your email address (including any changes).
- 13.9 Any notice that we give you in accordance with these AJ Bell Terms will be effective:
 - 13.9.1 if sent by email or Secure Message upon transmission;
 - 13.9.2 if sent by post, on the second Business Day after posting.
- 13.10 These AJ Bell Terms are provided only in English and any communications and other documents for the Cash savings hub will always be in English.

14 Making a complaint

- 14.1 If you want to complain about or are in any way dissatisfied with the Cash savings hub, you should contact us at the address provided in the Queries and Complaints section of these AJ Bell Terms. You can find further information on the complaints procedure in the FAQs on the Website.
- 14.2 If your complaint is about the services provided by Raisin, Starling Bank, Meteor or a Savings account provided by a Partner Bank, we will liaise with the relevant party to support our investigation and resolution.
- 14.3 If you are not satisfied with our response to your complaint, or the response of the party whose service you have complained about, you may be able to refer your complaint to the Financial Ombudsman Service.

15 Financial Services Compensation Scheme

- 15.1 The cash held in your Transit account, with Meteor and in your Savings accounts will be covered by the FSCS, up to the limit on compensation for bank deposits specified on the FSCS website from time to time, or the EU Deposit Guarantee Scheme, which provides an equivalent level of protection. The product information provided on the Website for each Savings account will include details of the FSCS,

or equivalent, protection for that Savings account.

- 15.2 For the purposes of assessing your protection under the FSCS compensation scheme, you will need to consider all amounts held with each of Starling Bank, Meteor or the relevant Partner Bank, whether those deposits are held via the Cash savings hub, or where applicable, your other AJ Bell Youinvest accounts, or a different provider.
- 15.3 In the event that you have an eligible claim against Starling Bank, Meteor or a Partner Bank and they fail to return any funds that are owed to you, we will make reasonable efforts to assist you with your claim. In such circumstances, you authorise us to provide information to the FSCS as required about your use of the Cash savings hub, your Transit account and your Savings accounts.
- 15.4 Information about the FSCS compensation scheme is included on the Website. We can provide you with further information about the FSCS compensation arrangements (please contact us at the address provided in the Queries and Complaints section of these AJ Bell Terms) or you can visit the FSCS website at www.fscs.org.uk.

16 Changes to these AJ Bell Terms

- 16.1 We may vary these AJ Bell Terms on giving you a minimum of 30 calendar days' notice (except as provided below in the case of a change which is not detrimental). However, we do reserve the right in extreme circumstances to vary these AJ Bell Terms with shorter notice e.g. a change to Regulatory Requirements which we have to action immediately.
- 16.2 Any changes will come into force at the end of the notice period.
- 16.3 The valid reasons for varying the AJ Bell Terms are:
 - 16.3.1 to take account of changes in Regulatory Requirements, the law or interpretation of the law;
 - 16.3.2 to take account of FCA, PRA or other industry guidance, codes of practice, good market practice or the decisions of an ombudsman;
 - 16.3.3 to take account of in a proportionate way, changes in the costs and expenses we incur in connection with the provision of the Cash savings hub;
 - 16.3.4 to take account of changes in technology, systems and methods of operation, including the introduction of new systems or services;

- 16.3.5 to take account of the impact of changes in the way the Cash savings hub is used on the fair allocation of costs and expenses between customers;
- 16.3.6 to take account of material changes in market practice or conditions;
- 16.3.7 to take account of changes in taxes or interest rates;
- 16.3.8 to take account of changes in the banking arrangements for the Cash savings hub;
- 16.3.9 to make these terms fairer, clearer or easier to understand; and
- 16.3.10 to correct errors.

- 16.4 If we reasonably consider that an alteration to these AJ Bell Terms is not to your detriment, we will not be required to give you any prior notice before making the change but will tell you about it within 30 calendar days of it having been made.
- 16.5 If you do not agree to the proposed changes, you may decide that you wish to terminate your use of the Cash savings hub in accordance with clause 9.1. We will not charge in connection with the termination and will take all reasonable steps to facilitate your request to terminate.

17 General

- 17.1 The Agreement shall be deemed to have been made in England and shall be governed by and construed in all respects in accordance with the laws of England and each of us submit to the exclusive jurisdiction of the English courts. However, if you are resident in Scotland or Northern Ireland you may also bring proceedings in Scotland or Northern Ireland, as applicable.
- 17.2 Except for the rights expressly or implicitly afforded to our employees, agents, Associates and Third Party Service Providers, no person other than us and you shall have rights under the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. We do not need the consent of any third party to vary the Agreement or exercise any of our rights under or relating to the Agreement.
- 17.3 If any of the terms included in these AJ Bell Terms is held by any Competent Authority to be unenforceable or invalid in whole or in part, the validity of the other provisions of these AJ Bell Terms and the remainder of the term in question shall not be affected by such invalidity.
- 17.4 If we delay or fail to exercise any of our rights or remedies under this Agreement, it will not amount to us waiving our right to do so at a later time.

- 17.5 We may engage Third Party Service Providers or Associates to provide our services in relation to the Cash savings hub. We will exercise reasonable skill and care when selecting, monitoring and periodically reviewing any Third Party Service Providers we engage but will not otherwise be responsible for their default or other acts or omissions. The engagement by us of any Associate shall not affect our liability under the terms of the Agreement.
- 17.6 The Cash savings hub is subject to legislation and regulation in the UK and is therefore marketed and targeted only at consumers in the UK.

Definitions

In these AJ Bell Terms, the following words shall have the specific meanings set out below.

Access Software: any app or other software (including third party software) which we make available from time to time to enable you to access any part of the Website and/or to use any or all of the Cash savings hub

Account Lead: a family member who is an existing customer to whom you have granted full access or view only access to your other AJ Bell Youinvest accounts

Agreement: these AJ Bell Terms, the Application, the Declarations and the Cash savings hub section on the Website

AJ Bell Terms: these AJ Bell terms and conditions

Application: the application made via the Website for your Cash savings hub

Associate: any of our subsidiaries or holding and/or parent companies, or subsidiaries of our holding and/or parent companies, or subsidiaries of the subsidiaries of our holding and/or parent companies

Business Day: any day (excluding Saturdays) on which banks are generally open in the UK for the transaction of normal banking business

Cash savings hub: the AJ Bell Cash savings hub as further described on the Website

Competent Authority: any national or local agency (such as the FCA, PRA or HMRC) (whether in the UK or otherwise), authority, department, inspectorate, minister, ministry official, parliament or public or statutory person (whether autonomous or not) of any government or professional body having jurisdiction over any of the activities contemplated by the Agreement

Dealing account: your AJ Bell Youinvest Dealing account (if applicable)

Declarations: the declarations made by you made in support of your Application via the Website in relation to the Cash savings hub

Faster Payment: a payment made under the UK banking initiative set up by Faster Payments Scheme Limited to reduce payment times between different accounts

FAQs: the frequently asked questions page on the Website

FCA: the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN or its successor regulatory organisation

FCA Rules: the rules of the FCA as set out in the FCA handbook of rules and guidance available on the FCA website at <https://www.handbook.fca.org.uk/handbook>, subject to any related FCA waiver or modification as may apply from time to time

FSCS: the Financial Services Compensation Scheme

Funding Window means, where applicable, the 60 calendar day period starting from the date of your Instruction, in which the funds required for your Savings account must be deposited in your Transit account and cleared

HMRC: HM Revenue & Customs

Instruction: an application to open a Savings account

Loss: losses, damages, liabilities, costs, fines, payments, claims, actions, proceedings and expenses and “Losses” will be interpreted accordingly

Meteor: Meteor Asset Management Limited authorised and regulated by the FCA (FRN: 459325), registered in England and Wales (company number 05712610) and whose registered office is 55 King William Street, London EC4R 9AD

Nominated Account: means a UK bank or building society account in your name which you have nominated to make payments to, or receive payments from, your Transit account

Partner Bank: means any participating financial institution which makes Savings accounts available via the Cash savings hub

Personal Information: personal information relating to you and your Cash savings hub

PRA: the Prudential Regulation Authority of 20 Moorgate, London EC2R 6DA or its successor regulatory organisation

Privacy Policy: the policy we have implemented to manage your Personal Information, a copy of which is available on the Website

Raisin: Raisin Platforms Ltd authorised and regulated by the FCA (FRN: 813894), registered in England and Wales (company number 11075085) and whose registered office is c/o Withers LLP, Third Floor, 20 Old Bailey, London, United Kingdom, EC4M 7AN

Rate: means that interest or profit rate that applies to a Savings account

Regulatory Requirement(s): statutory and other rules, laws, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any Competent Authority

Representative: a person who is appointed as your attorney under a valid lasting power of attorney or enduring power of attorney or a person who is appointed as your deputy by the Court of Protection, to whom you have granted full access to your other AJ Bell Youinvest accounts

Savings account: a savings account opened with a Partner Bank

Secure Message: a message you can send to or receive from us via the secure area of the Website

Service Information: any information that we consider that we need to send you in order to fully comply with Regulatory Requirements and other legal requirements (including the obligation to treat customers fairly), including annual and quarterly statements, details of statutory announcements, regulatory changes and other related information about our services

Starling Bank: Starling Bank Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN: 155593), registered in England and Wales (company number 09092149) and whose registered office is at 3rd floor, 2 Finsbury Avenue, London EC2M 2PP

Starling Bank Account Terms and Conditions: means the terms and conditions for your agreement with Starling Bank in respect of your Transit account, a copy of which is available to you on the Website

Third Party Service Provider: any person providing services to us or our Associates

Transit account: your bank account opened with Starling Bank for the purposes of the Cash savings hub

UK: the United Kingdom of Great Britain and Northern Ireland which excludes the Channel Islands and the Isle of Man

we/us/our/AJ Bell: AJ Bell Securities Limited authorised and regulated by the Financial Conduct Authority (FRN: 155593), whose registered office is at 4 Exchange Quay, Salford Quays, Manchester M5 3EE, or whichever AJ Bell company provides the relevant service

Website: the website at www.youinvest.co.uk

Withdrawal: a withdrawal of cash from your Transit account to your Nominated Account or Dealing account

you/your: the person we have accepted as a customer

Section 2: Raisin Terms

These Raisin Terms, together with your Application, form a legally binding contract between you and Raisin Platforms Ltd. Words which are defined in the singular form will also include the plural and vice versa. The headings in these Raisin Terms are for convenience only and do not limit their scope. Your acceptance of these Raisin Terms is signified by you completing and submitting your Application for your AJ Bell Cash savings hub.

Raisin UK is a trading name for the Raisin UK group of companies.

The Raisin UK group of companies are: Raisin Holdings UK Limited (registered no 10951012); Raisin Platforms Ltd (registered no 11075085); and Raisin Technology Limited (registered no 09902685). All are registered in England and Wales. The registered office for each is c/o Withers LLP, Third Floor, 20 Old Bailey, London, United Kingdom, EC4M 7AN.

Raisin Platforms Ltd is authorised and regulated by the Financial Conduct Authority (FRN 813894) and is the entity responsible for the registration and management of customer data once customers have purchased financial products.

1 Definitions and interpretation

AJ Bell: means AJ Bell Securities Limited authorised and regulated by the Financial Conduct Authority (FRN: 155593), whose registered office is at 4 Exchange Quays, Salford Quays, Manchester M5 3EE, or whichever AJ Bell company provides the relevant services.

AJ Bell Cash savings hub or Cash savings hub: means your AJ Bell Cash savings hub which may comprise your Transit account and] Savings accounts with Partner Banks.

Application: means an application to open your AJ Bell Cash savings hub.

Anti-money laundering requirements: means all statutory and other requirements relating to money laundering, including the Drug Trafficking Act 1994, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money

Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time), the Guidance Notes for the Financial Sector of the Joint Money Laundering Steering Group (JMLSG) and any applicable FCA rules or other territory equivalent (Financial Action Task Force included) as amended from time to time.

Business Day: means any day except for Saturdays, Sundays and public holidays in the UK; where the London Stock Exchange or the major clearing banks in the City of London are open for business.

Charges: means the charges or fees (together with VAT where relevant) levied by Raisin UK in respect of the provision of the services which are set out in the table at the back of these Raisin Terms.

Data Protection Act: means the Data Protection Act 2018 as amended from time to time.

FCA: means the Financial Conduct Authority or any successor regulator(s) which regulates our savings business.

FCA rules: means the Handbook of Rules and Guidance of the FCA or any successor regulator to the FCA, as amended and/or replaced from time to time.

Information: means any and all information, literature and data (excluding “personal data” or “sensitive personal data” as these terms are defined in the Data Protection Act) contained in your Cash savings hub and/or provided as part of the services whether provided in paper or electronic form.

MAM: means Meteor Asset Management Limited. MAM acts as our deposit administrator for some of our partner banks

Nominated Account: means a UK bank or building society account in your name which you have nominated to make payments to, or receive payments from, your Transit account.

Partner Bank: means any participating financial institution which makes Savings accounts available through your AJ Bell Cash savings hub and which hold an appropriate license.

Raisin Services: means the services available to you from Raisin UK for your AJ Bell Cash savings hub. These services will include, but are not limited to, the following

- a) the functionality to open and administer your AJ Bell Cash savings hub;
- b) the functionality to view Savings accounts in your AJ Bell Cash savings hub;
- c) the functionality to view reports relating to your AJ Bell Cash savings hub; and
- d) access to information and literature relating to your AJ Bell Cash savings hub.

Raisin, we, us or our, means Raisin UK or any other company within the Raisin UK group to which Raisin UK's rights and obligations under these Raisin Terms are transferred from time to time.

Raisin Terms: means these Raisin terms and conditions, as amended or replaced from time to time.

Raisin UK: means the Raisin UK group of companies: Raisin Holdings UK Limited (registered no 10951012); Raisin Platforms Ltd (registered no 11075085); and Raisin Technology Limited (registered no 09902685). All are registered in England and Wales. The registered office for each is c/o Withers LLP, Third Floor, 20 Old Bailey, London, United Kingdom, EC4M 7AN. Raisin Platforms Ltd is authorised and regulated by the Financial Conduct Authority (FRN 813894) and is the entity responsible for the registration and management of customer data once customers have purchased financial products.

Savings account: means an account for a savings product opened with a Partner Bank.

Starling Bank: means Starling Bank Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN: 155593), registered in England and Wales (company number 09092149) and whose registered office is at 3rd floor, 2 Finsbury Avenue, London, EC2M 2PP.

Transit account: means your bank account opened with Starling Bank for the purposes of the Cash savings hub.

UK: means the United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

UK Resident: means a person who:

- a) is resident in the UK for tax purposes;
- b) performs duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom; or
- c) is married to, or in a civil partnership with, a person who performs such duties.

you/your: means the person who is applying for or has successfully applied for the AJ Bell Cash savings hub.

- 1.1 Any reference in these Raisin Terms to writing or similar expressions includes a reference to email or facsimile transmission or comparable means of communication.
- 1.2 Any reference in these Raisin Terms to provisions of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted, succeeded or extended at the relevant time.

2 Opening and Managing an AJ Bell Cash savings hub

2.1 Raisin UK cooperates with its service bank, Starling Bank, a UK credit institution fully licensed under UK law. Starling Bank provides the Transit account, which serves as settlement account for payment orders between a Nominated Account (typically your salary account) and Savings accounts of the Partner Banks or MAM.

2.2 After registration and opening of the AJ Bell Cash savings hub (including identification) have been performed, you will have access to Raisin UK's proprietary technology platform and online banking system. Once you have been approved for a Savings account, Starling Bank will transfer the confirmed deposit amount to your Savings account at the Partner Bank or, depending on the Partner Bank, to another account held with the Partner Bank or MAM. In the online banking system you can – subject to the specific conditions of each Savings account – order a roll-over, an early termination as well as other transactions in connection with the offer and receive messages from the Partner Bank (for example account statements).

2.3 You will enter into the following agreements to invest in a Savings account provided by any Partner Bank:

- 2.3.1 a platform agreement with Raisin UK;
- 2.3.2 a current account agreement with Starling Bank regarding the opening and provision of the Transit account; and,
- 2.3.3 a deposit contract with the relevant Partner Bank or MAM.

2.4 You should refer to the Starling Bank Account Terms and Conditions for further information as this is a legally binding agreement between you and Starling Bank for the provision of your Transit account.

2.5 Raisin UK will not advise you about the suitability of any Savings account, nor will we be responsible for any advice given to you by a financial adviser.

2.6 You will be sent details of how to fund any Savings accounts opened through the AJ Bell Cash savings hub with an acknowledgement of receipt of your application for the Savings account(s).

2.7 Your AJ Bell Cash savings hub will only be opened when:

- 2.7.1 you have accepted these Raisin Terms, as described above,
- 2.7.2 you have accepted the Starling Bank Account Terms and Conditions made available to you separately;

- 2.7.3 you have accepted the AJ Bell Terms set out in Section 1 of this document; and
- 2.7.4 Raisin UK has accepted your application.
- 2.8 Once Raisin UK has accepted your application, it will open an AJ Bell Cash savings hub in your name and maintain it in accordance with these Raisin Terms.
- 2.9 By completing the Application, you confirm that the information you have provided is accurate and complete.
- 2.10 If any information provided in your Application is found to be incorrect or incomplete and we have not received the outstanding information within ten Business Days of receipt of your Application we may reject your application and any cash received will be returned to you.
- 2.11 If we have been unable to complete identity verification checks to our satisfaction within ten calendar days of receipt of your Application, we will reject your Application and any monies received from you will be returned to you.
- 2.12 We have full discretion to accept or not to accept an Application and we reserve the right to reject your Application and not to give you any reasons for doing so.
- 2.13 You are required to notify us promptly if there is a change to any of the following:
- 2.13.1 your name;
- 2.13.2 your address;
- 2.13.3 your Nominated Account
- 2.13.4 your mobile telephone number and/or;
- 2.13.5 your status as a UK Resident.
- 2.14 Any of these changes may necessitate further money laundering checks being carried out. It might be necessary for us to ask you for, and for you to provide, more information as part of this process.
- 2.15 When you open an AJ Bell Cash savings hub, you must nominate a UK bank or building society account to be your Nominated Account. This must be the same bank or building society account from which you fund your Transit account, unless it has been agreed that you can fund it from your AJ Bell Youinvest Dealing account. Any monies due to you from your Savings account will be paid into your Transit account. Any withdrawals from your Transit account can only be paid into your Nominated Account, unless it is agreed in advance that payment will be made to your AJ Bell Youinvest Dealing account.
- 2.16 For the terms and conditions of individual Savings accounts, please refer to the specific product details provided by the Partner Bank within the AJ Bell Cash savings hub website.
- 2.17 Interest or profit is paid by our Partner Banks and is only accrued during the term of the Savings account. For new Savings accounts, interest or profit is accrued from the time the Partner Bank receives your funds, not during the transfer process. Similarly, once funds are matured or Savings accounts have been closed they stop being interest or profit bearing. During the transfer of funds to and from your Transit account, no interest or profit is accrued. Please be aware that at no time does Raisin UK have access to your funds and in no way does Raisin UK profit from the time it takes for your funds to transfer to or from a Partner Bank to your Transit account.
- 2.18 You agree to provide us from time to time with all such information about you as we may reasonably require in order to fulfil:
- 2.18.1 our legal or regulatory obligations; and/or
- 2.18.2 our obligations to you under these Raisin Terms.
- 2.19 The information you supply to us may be used for the purposes of administering your AJ Bell Cash savings hub by us and third parties that provide services relating to your AJ Bell Cash savings hub to us.
- 2.20 To open an AJ Bell Cash savings hub, you must be at least 18 years old and a UK Resident on the date of Application. You will not be able to open an AJ Bell Cash savings hub if you are not a UK Resident for tax purposes on the date of Application.

3 Contacting each other

- 3.1 If you have any queries about your AJ Bell Cash savings hub you should contact AJ Bell and they will contact us if they need our support to answer your query. If we need to contact you we will normally do this via AJ Bell. However, we may contact you and give you any notices in connection with these Raisin Terms by electronic communications using the email address you have provided.
- 3.2 You can contact us by post, telephone or email using the appropriate address, telephone number, email address or other relevant contact details given to you. If you contact us electronically, we may collect your electronic identifier (Internet Protocol (IP) address) supplied by your service provider. Emails sent by you to us may be monitored.
- 3.3 These Raisin Terms are, and all of our communications in relation to your AJ Bell Cash savings hub will be, in English.

4 Instructions

- 4.1 Any instructions relating to your AJ Bell Cash savings hub should be actioned through the AJ Bell Cash savings hub website. You may give us instructions in writing, but such instructions will require additional security measures to ensure that they are valid and may incur an additional charge.
- 4.2 As long as we have followed your instructions correctly, we can deduct the amount of any payment from your Transit account. You agree that we may rely on any account details quoted in an instruction as the correct account to be credited.
- 4.3 We can refuse to act on any instruction (or request additional information or documentation from you before processing your instruction) if:
 - 4.3.1 we have a good reason for thinking that you did not give us the instruction; or
 - 4.3.2 the instruction is not clear or is incomplete; or
 - 4.3.3 we have reason to believe that by carrying out the instruction we might be in breach of our legal and/or regulatory obligations, code or other duty which applies to us; or
 - 4.3.4 we have reason to believe that our reputation will be damaged by carrying out the instruction.

5 Statements

- 5.1 You will be provided with a statement at least once a year showing the balance of existing Savings accounts you have with the Partner Banks and, in respect of each account, the amount of interest, or in the case of any Shariah accounts, the amount of profit, paid to you. The statement will be available to download by accessing your AJ Bell Cash savings hub.
- 5.2 You must check your statements carefully and tell AJ Bell at once if it includes something which appears to you to be wrong or not in accordance with your instructions.

6 Disclosure of information and data protection

- 6.1 These Raisin Terms should be read in conjunction with our [Privacy Policy](#).
- 6.2 Raisin Platforms Ltd is both a data controller and data processor for Raisin Technology Limited, registered with the Information Commissioner's Office under reference ZA299777. All personal details that you submit to us will be held in accordance with our responsibilities in compliance with the General Data Protection Regulation ((EU) 2016/679), ('GDPR'), all laws giving effect or purporting to give effect to the GDPR (such as the Data Protection Act

2018) or otherwise relating to data protection or any equivalent legislation amending or replacing the GDPR. In order to provide you with Savings accounts and services Raisin UK need to collect, use, share and store personal data about you and your transactions.

- 6.3 Personal data means information that relates to you and from which you can be identified, such as your name, address, telephone number or date of birth. It may also include information about your financial affairs and transactions. The personal data may also include 'special categories of personal data' as defined in the Data Protection Act 2018 (for example, information relating to criminal convictions).
- 6.4 The personal data collected by Raisin UK may be obtained from you directly, or from third parties, such as employers, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other parties associated with you, when you apply for an AJ Bell Cash savings hub or any other product or service, or which you or they give to us at any other time.
- 6.5 Raisin UK will use your personal data to process and store your application, understand your requirements, manage your AJ Bell Cash savings hub, give you statements, provide our services and products, prevent and detect fraud, money laundering and other crime, to carry out regulatory checks, to meet our obligations to any relevant regulatory authority, to undertake analysis of our business, to develop and improve our services to you and to protect our legitimate interests.
- 6.6 Raisin UK will take appropriate measures to keep your personal data secure and confidential.
- 6.7 Raisin UK may disclose your personal data to the following third parties:
 - 6.7.1 selected employees, consultants, and professional advisors, when your data is necessary for the management of your AJ Bell Cash savings hub;
 - 6.7.2 group companies and subsidiaries of Raisin GmbH;
 - 6.7.3 AJ Bell;
 - 6.7.4 Partner Banks;
 - 6.7.5 credit reference agencies;
 - 6.7.6 service bank providers;
 - 6.7.7 deposit administrators;
 - 6.7.8 regulators and compliance;
 - 6.7.9 customer service providers;
 - 6.7.10 information technology, communications and cloud computing providers;

- 6.7.11 contractors who provide a service to us or are acting as our agents, on the understanding that they will keep the personal data confidential and secure; or
 - 6.7.12 other third parties where we are under a legal obligation to do so, for example where we are required to share information under statute or because of a Court Order.
- 6.8 Where you provide us with the personal data of a third party (for example, about another individual in your household), you confirm that you have obtained their consent prior to disclosing that personal data to us.
- 6.9 From time to time we may change the way we use your personal data. Where we believe you may not reasonably expect such a change we will email you to notify you of the change. If you have any objections to the change please contact us on 0161 601 000 or email service@raisin.co.uk.
- 6.10 If you terminate your relationship with us we will retain the personal data we have collected on you for as long as permitted as for legal, regulatory and fraud prevention purposes.
- 6.11 You can contact us directly about how we use your personal data or to exercise your data subject rights:
Post: Data Protection Officer, Raisin UK, Cobden House, 12-16 Mosley Street, Manchester, M2 3AQ
Email: dpo@raisin.co.uk
Tel: 0161 710 2390
- 7 Changes that affect your AJ Bell Cash savings hub**
- 7.1 We can make reasonable and appropriate changes to these Raisin Terms (or issue a replacement set of Raisin Terms in their place) at any time while your AJ Bell Cash savings hub is in force:
- 7.1.1 to reflect changes to relevant law or regulation, or a decision of the Financial Ombudsman Service, or any successor to it; or
 - 7.1.2 to reflect new industry guidance and codes of practice which are designed to raise standards of consumer protection; or
 - 7.1.3 if it becomes impossible or impracticable, in our reasonable opinion, to comply with any of the clauses within these Raisin Terms as a result of a change in the law or regulation; or
 - 7.1.4 where other circumstances arise which are beyond our control; or
- 7.1.5 if the tax treatment of your AJ Bell Cash savings hub, or any part of it, is changed or is due to change, or we have to pay a government levy; or
 - 7.1.6 to allow us to respond proportionately to changes in the Bank of England base rate; or
 - 7.1.7 to changes in other specified market rates or indices or tax rates; or
 - 7.1.8 to reflect the increase of our reasonably incurred costs associated with administering your AJ Bell Cash savings hub; or
 - 7.1.9 to reflect improvements to your AJ Bell Cash savings hub that technological, service or propositional enhancements have allowed us to make; or
 - 7.1.10 where any such change is not to your detriment, including to correct any errors or inaccuracies.
- 7.2 From time to time, we may update these Raisin Terms to comply with changes to legislation or regulations, or where our business necessitates a change to these Raisin Terms. We will inform you of any changes to these Raisin Terms and the date from which the changes become effective via AJ Bell. Each notification of change that we provide to you will explain the reasons for the change and the date upon which the change will become effective.
- 7.3 If you object to a change implemented by us in respect of the valid reasons contained in these Raisin Terms, please contact us.
- 8 Withdrawal, Suspension, Closure and Termination**
- 8.1 In exceptional circumstances we may suspend the operation of any or all of our services with immediate effect. If we do so we will promptly notify you of any such suspension.
- 8.2 We may withdraw the provision of any service by giving you thirty calendar days prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising after the service is withdrawn which relate to the period before withdrawal and you will return to us any equipment we provided in connection with that service.
- 8.3 We may take action to close an AJ Bell Cash savings hub immediately if we reasonably believe that:
- 8.3.1 you have given us any false information at any time; or
 - 8.3.2 you or someone else is using the AJ Bell Cash savings hub illegally or fraudulently; or
 - 8.3.3 you behave in a threatening or violent manner towards our staff; or

- 8.3.4 you were not entitled to open your AJ Bell Cash savings hub; or
- 8.3.5 you have been in serious or persistent breach of these Raisin Terms or any additional conditions which apply to your AJ Bell Cash savings hub; or
- 8.3.6 you have become bankrupt; or you are unable to pay your debts; or any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your business for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership or otherwise.

8.4 We can end our relationship with you, without giving a reason, by telling you in writing. We will give you thirty calendar days' notice in writing unless there are exceptional reasons for us needing to terminate the relationship sooner (for example, in the circumstances set out in clause 8.3 or where we are no longer appropriately authorised to operate your AJ Bell Cash savings hub).

8.5 You may close your AJ Bell Cash savings hub by instructing us via AJ Bell to close your AJ Bell Cash savings hub and transfer your outstanding deposits in accordance with clause 4. However, you cannot close your AJ Bell Cash savings hub before the expiry of the fixed term or notice period for all savings held in your Savings accounts. We may, however, agree to allow you to close your AJ Bell Cash savings hub earlier in exceptional circumstances, for example where you have died, been diagnosed with a terminal illness or have become bankrupt.

9 Security

9.1 You must take all reasonable precautions to prevent misuse of your AJ Bell Cash savings hub and to safeguard your customer security details. Do not disclose the details of the security procedures, password, PIN or other security codes relating to your AJ Bell Cash savings hub to anyone else. Do not write down your passwords, PIN or any other security codes.

9.2 Do not store your security details in any way that can be understood by someone else. Any security related device must be kept physically secure, which includes making sure that security details are not kept in any form (including browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.

9.3 If your security details are lost or stolen or you think someone knows them or has used or tried to use them please tell us immediately by contacting AJ Bell using the contact details shown in the Queries and Complaints section in the Introduction at the beginning of this document.

9.4 We will do all that we reasonably can to prevent a breach of security resulting in unauthorised access to any account you have with us and the information that we hold about you. As long as you have not breached clauses 9.1 or 9.2 we will accept liability for any loss or damage to you resulting from any breach of security of our systems.

10 General Provisions

10.1 Any failure or delay by us to exercise any right or remedy provided under these Raisin Terms or by law shall not constitute a waiver of that or any other right or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Raisin Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.2 If any clause or part of a clause within these Raisin Terms is or becomes invalid, illegal or unenforceable in any jurisdiction then that clause or part of a clause shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or part of a clause shall be deemed deleted. Any modification to or deletion of a clause or part of a clause under this clause 10.2 shall not affect the validity and enforceability of the rest of these Raisin Terms.

10.3 These Raisin Terms and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation.

11 Complaint Handling

11.1 If you feel dissatisfied with any aspect of our service, then in the first instance please contact AJ Bell using the contact details shown in the Queries and Complaints section in the Introduction at the beginning of this document. You may also contact us direct on 0808 280 2548 or service@raisin.co.uk. We will immediately carry out an independent investigation of your complaint and will provide a written response within five Business Days of receipt of your complaint.

11.2 If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the Financial Conduct Authority, you will have recourse to the Financial Ombudsman Service.

11.3 Details of the Financial Ombudsman Service are:

Financial Ombudsman Service at Exchange Tower,
Harbour Exchange, London, E14 9SR;

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

020 7964 1000 (switchboard)

+44 20 7964 0500 (for calls from outside the UK)

020 7964 1001 (main fax)

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Additional Services Tariff

Service	Charge	VAT	Charge Details
Copy of taped call	£40	Y	On request only
Re-registration to new owner	£40	Y	On re-registration in our records