

## Terms and conditions for the AJ Bell Cash savings hub

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## Contents

1.	Our Services	3
2.	Becoming a Cash savings hub customer	3
3.	Your Transaction Account	3
4.	Your Nominated Account	4
5.	Savings Accounts	4
6.	Charges and taxation	5
7.	Accessing the Cash savings hub	5
8.	Using the Cash savings hub and Services	6
9.	Termination and suspension	7
10.	Responsibilities and liability	7
11.	Conflicts	8
12.	Your personal information	8
13.	Communication	9
14.	Complaints and compensation	9
15.	Changes to these Terms	10
16.	General	10
17.	Definitions	11
18.	Contact details	12

These are the terms and conditions for the AJ Bell Cash savings hub. These Terms form part of the contract between you and us and so it is important that you read them carefully and in full before completing an Application for the Cash savings hub. Once we have confirmed that your Application has been approved, you will have a contract with us. The terms of the contract are referred to collectively as the Agreement.

The Services are primarily provided by AJ Bell Securities Limited, which is authorised and regulated by the FCA with registration number 155593. Our registered office is: 4 Exchange Quay, Salford Quays, Manchester M5 3EE.

To provide you with the Cash savings hub, we have also partnered with Raisin and the Service Bank, who each provide the following services.

**Raisin:** provides the 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 instructions from you to the Service Bank, Meteor and the Partner Banks.

**Service Bank:** provides the Transaction Account which you use pay money to fund your Savings Accounts. Maturity proceeds and interest, or profit, will also be paid from your Savings Accounts to your Transaction Account.

The terms and conditions for your agreement with the Service Bank are in a separate document, which is available to you on the Website. Please read this document and the Service Bank Terms 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 us.

- 1. Our Services
- 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 We do not provide, nor should anything on our Website or any linked website be construed as financial, investment or tax advice. We do not assess the suitability or appropriateness for you of the Cash savings hub, or the Savings Accounts that you select.

- 2. Becoming a Cash savings hub customer
- 2.1 You can only make an Application for the Cash savings if you are an individual aged 18 or over.
- 2.2 When you submit your Application for the Cash savings hub, you agree that we may share information with CSH Partners as required for the purposes of operating your Cash savings hub, including opening a Transaction Account in your name and the Savings Accounts you select.
- 2.3 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 Transaction Account.
- 2.4 Your Application may be declined entirely at our discretion or at the discretion of the Service 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.
- 2.5 By submitting an Application, you will also be applying for a Transaction Account to be opened in your name with the Service Bank.
- 2.6 Your Application may involve us and Raisin or the Service Bank performing certain checks and verifications, including those required for antimoney laundering purposes in accordance with Regulatory Requirements.
- 3. Your Transaction Account
- 3.1 Raisin has an agreement with the Service Bank for the provision of the Transaction Account to you as part of the Cash savings hub.
- 3.2 The Service Bank administers your Transaction Account in accordance with the Service Bank Terms and Raisin provides certain functions in relation to your Transaction Account as an outsourced service provider to the Service Bank.
- 3.3 Raisin may change the bank acting as Service Bank at any time but, if they do, we will provide you with at least 2 months' prior written notice of the change and a summary of how it will affect you.
- 3.4 If there is a change in Service Bank, we'll liaise with Raisin so that any cleared funds in your Transaction Account are transferred to your Nominated Account and a replacement Transaction Account opened in your name with the replacement Service Bank provider. We will

also provide you with the new Service Bank Terms and a relevant summary of changes

- 3.5 You can fund your Transaction Account via payments directly from your Nominated Account or by CHAPS.
- 3.6 Payments from your Nominated Account must be made by Faster Payment or by CHAPS.
- 3.7 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.
- 3.8 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 Transaction Account or make a payment by CHAPS.
- 3.9 You may request a Withdrawal from your Transaction Account to your Nominated Account via the Website. If you request a Withdrawal, payment will be made by Faster Payment.
- 4. Your Nominated Account
- 4.1 You must provide details of your Nominated Account when submitting your Application.
- 4.2 For security purposes payments will only be facilitated from your Nominated Account to your Transaction Account and Withdrawals made from your Transaction Account to your Nominated Account once the authenticity of your Nominated Bank has been verified to our satisfaction and the satisfaction of the Service Bank.
- 4.3 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 the Service Bank. This may result in payments being delayed.
- 4.4 Your Nominated Account for the Cash savings hub must be the same as your Nominated Account for your other AJ Bell accounts.
- 5. Savings Accounts
- 5.1 You can 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.

- 5.2 Instructions can only be given to us via the Website. We do not accept Instructions by telephone or email. We are entitled to treat as genuine any Instruction given via the Website.
- 5.3 Before you submit your Instruction, you will be presented with a factsheet for the Savings Account that you have selected, the Partner Bank's terms and conditions applicable to that Savings Account, and (if applicable) Meteor's terms and conditions. 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.
- 5.4 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, your Instructions will generally be processed in the order you gave them. However, if the funds available in your Transaction Account are not sufficient to fund the first Instruction in full but are sufficient to fund a later Instruction in full, that later Instruction will be processed first.
- If you select a Savings Account which operates on 5.5 a pooled basis, the Partner Bank may have an arrangement with Meteor who acts as a deposit administrator. This means that 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 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.
- 5.6 When you give us an Instruction:
  - (a) you are agreeing to the terms and conditions for the Savings Account as provided by the relevant Partner Bank and, if applicable, Meteor;

- (b) 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
- (c) you authorise us to perform all actions as may be necessary, including sharing your Personal Information with CSH Partners, in order for the Service Bank, Partner Bank or Meteor to act on your Instruction.
- 5.7 If a Funding Window applies in relation to your Savings Account, you must ensure that the required funds are deposited and cleared in your Transaction Account before the Funding Window ends. If you do not fund your Transaction Account in full with cleared funds during that time, we will cancel your Instruction and the Funding Window will end. We will contact you if this occurs.
- 5.8 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.
- 5.9 If the Partner Bank amends the Rate before you have funded your Transaction 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.
- 5.10 If the Partner Bank amends the Rate advertised before you have funded your Transaction 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 Transaction Account and to receive the Rate advertised at the time you selected the Savings Account. If you do not fund your Transaction 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.
- 5.11 Your Instruction will not acted upon by the Partner Bank if you do not meet the Partner Bank's requirements for the Savings Account. These requirements may involve performing checks and verifications, including those required for anti-money laundering purposes in

accordance with Regulatory Requirements. In such circumstances, we will inform you by email.

- 5.12 Once an Instruction has been executed by the Partner Bank, we will send you an email to confirm that your Instruction has been executed and provide the details of your Savings Account.
- 5.13 We will contact you approximately one month before the maturity date of your Savings Account to inform you of your options. If we do not receive a response from you before the maturity date, your funds will be held in your Transaction 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 Transaction Account.
- 6. Charges and taxation
- 6.1 We do not charge you for the Cash savings hub.
- 6.2 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.
- 6.3 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 days' advance written notice.
- 6.4 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 Transaction Account or any Savings Accounts.
- 6.5 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.
- 7. Accessing the Cash savings hub
- 7.1 You can access the Cash savings hub via the Website using the details you use to access your existing AJ Bell accounts.

and password to access your Cash savings hub on the Website, your email address, any other security information, data or codes issued to you or used by you in connection with the Services safe and confidential and contact us immediately if your details have been compromised or if someone may have unauthorised access to your Cash savings hub.

7.2

It is your responsibility to keep your username

- 7.3 You will only be able to access your Cash savings hub via the Website using a supported browser.
- 7.4 Use of the Website and any illustrations, tools or any other facilities made available on it is at your risk. 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.
- 7.5 Only you can access your Cash savings hub and send Instructions. If you have appointed an Account Lead or Representative in respect of your other AJ Bell 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.
- 7.6 By accessing your Cash savings hub on the Website, you are deemed to have accepted the Website terms of use, which are incorporated into these Terms. In the event of any inconsistency between these Terms and the terms of use for the Website, these Terms will prevail.
- 7.7 We reserve the right at any time without notice to change, suspend or withdraw access to the Services or Website and we accept no liability for any loss or damage you suffer as a result.
- 7.8 You may experience occasional interruption to the Services or the Website as a result of routine or non-routine maintenance, upgrades, failure of or disruption to the internet or in extreme market conditions or due to systems malfunction or failure. We do not accept liability for any loss or damage you may suffer in connection with this.
- 7.9 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.
- 8. Using the Cash savings hub and Services
- 8.1 All rights, including copyright and all other intellectual property rights, in connection with

our Services, the Website and information in your Cash savings hub and otherwise belong to us or our third-party licensors. You have no rights, including any intellectual property rights, in connection with our Services, the Website and information in your Cash savings hub, other than solely to use them for the licensed purpose set out in clause 8.2.

- 8.2 We grant to you a personal, non-transferable, revocable licence to use our Services, and Website, for so long as you remain a customer. This licence is only granted to you for the purpose of using the Services for personal use only and for no other purpose. You must not:
  - (a) distribute or make the Services or the Website available over a network where it could be used by multiple devices at the same time;
  - (b) copy (except as expressly permitted), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services or the Website or any parts of them.
- 8.3 You are not permitted to use the Services or the Website:
  - in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these 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;
  - (b) to transmit any material that is defamatory, offensive or otherwise objectionable;
  - (c) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
  - (d) to collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from any of our servers.
- 8.4 We can refuse to pass on any instruction (or request additional information or documentation from you before processing your instruction) if:
  - (a) we have a good reason for thinking that you did not give us the instruction;

- (b) the instruction is not clear or is incomplete;
- (c) we have reason to believe that by carrying out the instruction we or a CSH Partner might be in breach of our legal and/or regulatory obligations, code or other duty which applies to us; or
- (d) we have reason to believe that our reputation will be damaged by carrying out the instruction.
- 8.5 We may end your rights to use the Services, the Website if you have broken these Terms in a serious way, in which case you must stop using them immediately and confirm that you have done this if we request.
- 8.6 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.
- 9. Termination and suspension
- 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 Transaction 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 Upon termination, your cash will be transferred from your Transaction Account to your Nominated Account.
- 9.4 We shall be entitled at our discretion to terminate or suspend your use of the Cash savings hub in the following circumstances:
  - (a) 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;

- (b) immediately on notice if your use of the Cash savings hub puts us at risk of breaching any Regulatory Requirement;
- (c) immediately on notice if are using or are allowing your Cash savings hub to be used illegally or in connection with any criminal activity; or
- (d) immediately on notice if you are in breach of these Terms.
- 9.5 If we serve notice to terminate your use of the Cash savings hub:
  - (a) 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 Transaction Account;
  - (b) your Transaction Account will continue in full force and effect until all cash has been withdrawn and the account is closed in accordance with the Service Bank Terms;
  - (c) termination of the Agreement will not affect any existing rights or any outstanding obligations.
- 9.6 If you die, these Terms will apply equally to your personal representatives and will continue to apply until we receive instructions from them.
- 10. Responsibilities and liability
- 10.1 Nothing in these Terms will exclude or limit our legal responsibility to you for anything that we cannot legally exclude or limit.
- 10.2 We will only be legally responsible to you under these Terms for any Loss if and to the extent that it is caused by our negligence, fraud or wilful default.
- 10.3 We will not be responsible to you for any:
  - (a) 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;
  - (b) loss of income, profits, the ability to invest or disinvest or wasted expenditure; or

- (c) loss arising from the decrease or fluctuations in the value of your Transaction Account or Savings Accounts;
- (d) loss arising from the insolvency, default, fraud, wilful default or negligence of a CSH Partner;
- (e) loss arising from your breach of these Terms or any other of your acts or omissions, including your error, delay, unclear or incomplete instructions or your failure to comply with our instructions within the specified time limits;
- (f) loss arising from delays in the Services, including processing payments or Withdrawals;
- (g) loss arising from the unauthorised use of a password resulting from your negligence; or
- (h) 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
- loss arising from delays in performing, or (i) any failure to perform, any of our obligations under the Agreement if the delay or failure results from events beyond our reasonable control. This includes (i) any breakdown, failure or malfunction of any networks or systems, equipment or software used by us or of any clearing system used in connection with the Cash savings hub, (ii) 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 (iii) any malicious act of any third party.
- 10.4 You agree that you will use your Cash savings hub and our Services at all times in accordance with Regulatory Requirements. In particular, you agree not to engage in any market abuse or use your Cash savings hub or provide any instructions in connection with any attempt to launder money or commit fraud.
- 10.5 You are responsible to us, and agree to reimburse us, for any Loss of any kind that we suffer or incur as a direct result of supplying you with the

Products and Services unless and except to the extent that the Loss is caused by our negligence, fraud or wilful default.

- 10.6 The provisions of this clause <u>10</u> 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 You agree that we may use personal information about you and your Cash savings hub, during the course of our relationship with you and in connection with our provision of the Services to you. 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 our privacy policy, which is available on the Website.
- 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 CSH Partners in order to provide you with the Cash savings hub and to pass on your Instructions. For more information about how they may process your Personal Information, please refer to the relevant CSH Partner's privacy notices.
- 12.4 We may use your personal information (including passing it to Group companies and Third Party Service Providers) to provide you by email, telephone, post, Secure Message or text message with:
  - (a) service information, which is information that we consider that we need to send you in order to comply with Regulatory Requirements and other legal requirements, including annual and quarterly statements, details of statutory announcements, regulatory changes and other related information about our services;

AJ Bell Cash Savings Hub Terms and Conditions

- (b) investment insight, which includes articles, videos and other information about the markets and investments; and
- (c) if you have opted in to receive them, the other communications set out in the communications preference section of your Cash savings hub.
- 12.5 If you wish to opt out, you can do so at any time by via the communications preference section when you access your Cash savings hub online but you will not be able to opt out of receiving service information.
- 13. Communication
- 13.1 You must maintain a valid email address at all times
- 13.2 It is your responsibility to ensure we have the correct contact details for you and you must inform us straightaway if there are any errors or if your contact information changes.
- 13.3 We will contact you by Secure Message or by email, using the most recent email address held on our records. It is your responsibility to check your email and Secure Messages regularly for communications from us. We may also contact you by post at the most recent postal address held on our records.
- 13.4 You are responsible for monitoring your Cash savings hub, ensuring that you read your Secure Messages and informing us if there is something wrong on your Cash savings hub.
- 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 Secure Message and if you want us to give something urgent attention you should contact us by telephone.
- 13.6 We will only pass on Instructions submitted in accordance with these Terms. We may accept and shall be entitled to rely on any other communications 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 communications in writing. You are responsible for taking reasonable steps to ensure the secure transmission of communications to us.

- 13.7 You must send all written notices or communication in relation to the administration of your Cash savings hub to us by Secure Message.
- 13.8 Any notice that we give you in accordance with these Terms will be effective if sent by Secure Message or email upon transmission, or if sent by post, on the second Business Day after posting.
- 13.9 You acknowledge that we may record any electronic communications that we have with you (including via email, Secure Message or telephone) for quality assurance, training and regulatory purposes. These records will belong to us and will store them for the duration of your relationship with us. After that, we will store your personal data for as long as it is legal, appropriate and necessary to do so
- 13.10 These Terms are provided only in English and any communications and other documents for the Cash savings hub will always be in English.
- 14. Complaints and compensation
- 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 contact details section at the end of these 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 a CSH Partner, we will liaise with the relevant party to the relevant party as part of 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. For further details, visit the Financial Ombudsman Service website at <u>www.financial-ombudsman.org.uk.</u>
- 14.4 The cash held in your Transaction 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.

- 14.5 For the purposes of assessing your protection under the FSCS compensation scheme, you will need to consider all amounts held with each of the Service Bank, Meteor or the relevant Partner Bank, whether those deposits are held via the Cash savings hub, your other AJ Bell accounts, or with a different provider.
- 14.6 If you have an eligible claim against the Service 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 Transaction Account and your Savings Accounts.
- 14.7 Information about the FSCS compensation scheme is included on the Website. We can provide you with further information about the FSCS compensation arrangements or you can visit the FSCS website at <u>www.fscs.org.uk</u>.
- 15. Changes to these Terms
- 15.1 We may change these Terms, including the Charges, at any time where we have a valid reason to do so. Valid reasons for changing these Terms include (but are not limited to) the following:
  - (a) to take account of:
    - changes in Regulatory Requirements or the interpretation of Regulatory Requirements;
    - (ii) FCA or other industry guidance, codes of practice, good market practice or the decisions of an ombudsman;
    - (iii) in a proportionate way, changes in the costs and expenses we incur in connection with the provision of the Services;
    - (iv) changes in technology, systems and methods of operation, including the introduction of new systems or services;
    - (v) the impact of changes in the way the Services are used on the fair allocation of costs and expenses between customers;

- (vi) to reflect any changes to terms agreed between us and any third parties, or any changes to the costs that we or third parties incur, which are relevant to your Cash savings hub or our provision of the Services;
- (vii) material changes in market practice or conditions;
- (viii) changes in taxes, inflation or interest rates;
- (ix) changes in the banking arrangements for the Services;
- (b) to make these Terms fairer, clearer or easier to understand; and
- (c) to correct errors.
- 15.2 Where a change to these Terms is materially detrimental to you, we will ordinarily give you a minimum 30 days' notice of the proposed changes but we may need to change these Terms with shorter notice e.g. if there is a change to Regulatory Requirements which we have to action immediately. Any changes will come into force at the end of the notice period.
- 15.3 If we reasonably consider that a change to these Terms is not materially detrimental to you, we are not required to give you any notice before we make the change, but we will tell you about it within 30 days of the change being made.
- 15.4 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.
- 16. General
- 16.1 This Agreement is governed by English law. The English courts shall have exclusive jurisdiction over all disputes arising under this Agreement.
- 16.2 We may engage Third Party Service Providers or our Group companies to provide any of the Services. 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.

- 16.3 If any of the individual terms included in these Terms is held by any Competent Authority to be unenforceable or invalid in whole or in part, the validity of the other terms and the remainder of the individual term in question shall not be affected by such invalidity.
- 16.4 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.
- 16.5 Except for the rights expressly or implicitly afforded to Group companies and Third Party Service Providers, no third party has rights under this Agreement and cannot enforce any term of this Agreement.
- 16.6 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.

## 17. Definitions

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

**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 accounts

**Agreement:** these Terms, the Application and the Cash savings hub section on the Website

**AJ Bell, we, us** or **our:** 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

**Application:** the application you make for your Cash savings hub, including the declarations set out in the application and made by you made in support of your application

**Business Day:** any weekday, excluding bank holidays, on which banks are generally open in the UK for normal banking business

**Cash savings hub:** the AJ Bell Cash savings hub which we make available to you on the Website, and through which you can apply for Savings Accounts

**Competent Authority:** any national or local agency (such as the FCA 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

**CSH Partners:** as the context requires, any one, more, or all of Raisin, the Service Bank, a Partner Bank and Meteor

**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 Transaction Account and cleared

**Group companies:** any member of the AJ Bell group, details of which can be found on our Website.

HMRC: HM Revenue & Customs

Instruction: an application to open a Savings Account

**Loss:** losses, damages, liabilities, costs, fines, payments, claims, actions, proceedings and expenses

**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 24/25 The Shard, 32 London Bridge Street, London, SE1 9SG

**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 Transaction

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

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

**Raisin:** Raisin Platforms Limited authorised and regulated by the FCA (FRN: 813894), registered in England and Wales (company number 11075085) and whose registered office is Cobden House, 12-16 Mosley Street, Manchester M2 3AQ

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

**Regulatory Requirement:** 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 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

**Service Bank:** the UK FSCS protected and FCA regulated bank with whom Raisin has contracted to provide Transaction Accounts to its customers

**Service Bank Terms:** means the terms and conditions of the Service Bank in respect of the provision of your Transaction Account, as amended or replaced from time to time and a copy of which is available to you on the Website

**Services:** the provision of the services by us in relation to the Cash savings Hub, which includes (i) the functionality to open and administer your Cash savings hub, view Savings Accounts offered by Partner Banks, view transactions and access information in relation to your Transaction Account and Savings Accounts, (ii) passing on your Instructions to Raisin and (iii) communications with you about the Cash savings hub

Terms: these AJ Bell terms and conditions

**Third Party Service Provider:** any person providing services to any of our Group companies.

**Transaction Account:** your bank account opened with the Service 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

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

**Withdrawal:** a withdrawal of cash from your Transaction Account to your Nominated Account

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

**18. Contact details** 

Address: AJ Bell Cash Savings Hub, 4 Exchange Quay, Salford Quays, Manchester M5 3EE Tel: 0345 54 32 600 Email: <u>help@ajbell.co.uk</u> Website: www.ajbell.co.uk

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