

# The Platform Terms and conditions



These *terms and conditions* are effective from March 2024 and replace all previous versions.

## Important information

CASFS Ltd, ('CASFS'), provides this information to help you decide whether the CASFS Platform ("Platform") is right for you. You should read this document carefully so you understand the legally binding contract you are entering into and then keep it safe for future reference.

The Platform is made available to you by CASFS and enables you to access a range of investments, tax wrappers and products offered by Hubwise Securities Limited ("Hubwise").

The Platform is only available to clients of CASFS. Hubwise has entered into a contract with CASFS to make its services and products available on the Platform. You should be aware that Hubwise offers similar services to the clients of other companies.

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# Introduction

These Terms and Conditions (T&Cs) are important. Together with your Account and Product Application, Key Features Document, Key Features Illustration, Schedule of Charges, and where applicable, Key Investor Information Document, these form the terms upon which we intend to rely and which will be binding upon you. In the event of any conflict these T&Cs shall take precedence.

If you are unsure about anything you should speak to us or your Adviser. A copy of the relevant Privacy Notice which explains how your personal data may be used will be provided before you complete your Application.

We may make changes to these T&Cs, for example to reflect changes in law or regulation and the way in which the Platform operates. We explain this in more detail in the General Terms and Conditions of the Platform section below.

These T&Cs explain how the Platform operates and the different Hubwise Products and investment options available. In order to assist you we set out how this document is structured below so you can find the information important to you. This document is divided into different sections:

**Introduction:** an overview of the Platform, summarises who does what and explains how this document is structured.

**Summary of Important Information:**

some of the more important information which you should be aware of, in an 'easy to read' format.

**Definitions:** an explanation of what certain terms used in this document mean.

**General Terms and Conditions of the Platform (General Terms):**

the terms applicable to all Platform Accounts and the operation of the Platform generally.

It also tells you what your and our responsibilities are, what fees and charges may apply, your investment options and how you can cancel or terminate your agreement with us.

**Appendix:** the Terms & Conditions of the Hubwise products available on the Platform, which become applicable to you when you apply for a particular product.

# Investment options

The Platform allows one model portfolio to be linked to each product held under your Account. A model portfolio can consist of:

- the Sanlam Investment Solutions Fund Range, which are a range of funds managed by Atomos Investments Limited trading as "atomos" and Sanlam Investments UK Ltd.
- a range of Active, Indexed and Socially Responsible model portfolios, managed by atomos;
- a portfolio managed by third party asset managers or Discretionary Fund Manager.

- Assets on Hubwise's Buy List or Acceptable Assets selected by you and/or your adviser.

These investment options are explained further below in the General Terms. Where you have appointed an adviser or discretionary manager to manage your model portfolio, there will be additional documents for you to consider which your Adviser will provide to you and which will set out the basis on which your Adviser and Discretionary Manager provide the Model Portfolio to you.

The Assets allowed within a model portfolio will depend on eligibility for each Hubwise Product and are subject to our and Hubwise's agreement.

# Platform Account

You will hold a Platform Account and the Platform investment options are available to you through one or more of the Hubwise Products available.

If you have any queries in respect of your Platform Account please contact your Adviser or us in the first instance.

The Platform is provided by CASFS Ltd ("CASFS"), All dealing, settlement, and custody services occur within the relevant Product and are performed by Hubwise.

Your Platform Account will provide a record of your Assets and transactions in connection with any of your Hubwise products. In operating your Platform Account and Hubwise product(s) you must give all instructions to CASFS Ltd and we will pass your instructions to Hubwise. We will make available and pass to you either through the Platform website or by post all Hubwise communications. These T&C's authorise us to communicate with Hubwise on your behalf (including to open or

close products, to give instructions and to do anything else needed on your behalf in relation to the Hubwise products. This creates a legally binding agreement between you and Hubwise in accordance with the Hubwise Terms and Conditions provided in the Appendix. More detailed information on how the Platform will work is provided within the relevant section of the T&C's.

# Regulatory information

CASFS Ltd ("CASFS") is authorised and regulated by the Financial Conduct Authority, with registration number 472783.

Hubwise Securities Limited ("Hubwise") is authorised and regulated by the Financial Conduct Authority, with registration number 502619.

# Summary of important information

It is important that you understand these T&Cs and are comfortable with your responsibilities and how your Platform Account will operate before proceeding.

While you should make sure you read these T&Cs and ask us or your Financial Adviser if you have any queries, we have summarised below some key information to assist you as follows:

- what your key rights and responsibilities are;
- other important points to note in relation to how we operate the Platform; and
- key responsibilities of CASFS, your Financial Adviser and Hubwise.

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**What does the Platform provide?**

- Access to investment products and tax wrappers which are operated and managed by Hubwise in accordance with these T&Cs.
- Access to information about your Platform Account on the online client platform.

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**What are your key responsibilities?**

- You must notify us if you change Adviser.
  - Ensure you understand and comply with the Platform T&Cs because they are binding on you – if you do not understand anything please ask your Adviser or us.
  - Comply with any eligibility requirements applicable to your Account, pay all fees in respect of your Account and maintain a minimum cash balance in your Hubwise product.
  - Tell us or your Adviser if you see anything wrong with your online access or any Account information provided to you.
  - Ensure any information you provide in respect of your Account is complete and correct and kept updated.
  - Contact your Adviser or us in the first instance if you have any queries regarding your Account.
  - Keep secure any login and passwords issued to you.
  - Be responsible for any loss which may arise if you do not comply with these T&Cs.
  - Provide instructions to us relating to your investments and accounts.
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**You should also note**

- We may update these T&Cs from time to time.
- We may have to undertake maintenance and upgrades to the Platform to improve our services, so it may not be continually available.
- We may (on your behalf) appoint another Product Provider instead of Hubwise without asking for your consent where regulations allow, as explained in these T&Cs. In each case we will always aim to minimise disruption to you and give you prior written notice (except in exceptional circumstances or if a change to the T&Cs is not material).
- We cannot advise you in respect of the Platform, investments and Hubwise Products as we are not permitted to do so.
- We shall not be responsible for any loss you may incur if we act on an instruction we reasonably believe to be from you, your Adviser or Discretionary Manager, nor will we be responsible for any act or omission of your Adviser or Discretionary Manager.
- As a 'retail client' you are entitled to the highest level of protection under the regulatory rules.

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**CASFS's responsibilities**

- Provide the Platform in accordance with these T&Cs and applicable laws.
- Operating the Platform and associated website.
- Submit your application for any Hubwise Product and instruct Hubwise on your behalf to execute investment transactions.
- Act on your behalf in respect of all aspect of your relationship with Hubwise and manage all communications between you and Hubwise.
- Be responsible if we do not comply with these T&Cs or if we are negligent or fraudulent.
- Enable you to cancel your investment or terminate your Account in accordance with the Financial Conduct Authority (FCA) Rules and these T&Cs.
- Provide a clearly defined complaint process.

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**Your financial adviser's responsibilities**

- Advise you as to the suitability of your investments and any Hubwise Product and explain these T&Cs and any risks to you.
- Agree any Adviser Fees with you before they are incurred.
- Pass on to you all information issued to you in respect of your Platform Account and Hubwise Products.
- Appoint a Discretionary Manager on your behalf (if applicable).
- Agree to our Intermediary Terms of Business.
- Place instructions as your agent via the Platform in respect of your Hubwise Product(s).

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**Hubwise's responsibilities**

In accordance with its own T&Cs and applicable laws:

- Perform associated administration, dealing, settlement, and custody services in respect of these products.
  - Provide their products on the Platform.
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# Definitions

**Except where the context requires otherwise, the following definitions apply to all sections of these Terms and Conditions.**

**Acceptable Assets:** Assets that may be held within your Hubwise Products.

**Account:** Your Platform Account detailing a record of your Assets and transactions in connection with your specific Hubwise product(s).

**Adviser:** A person who is appropriately authorised whom you have appointed to provide you with investment and financial advice and related management services, and whom you have authorised to give instructions and deal with us (and your Discretionary Manager, if applicable) on your behalf and in respect of your Account and Hubwise Products and who has accepted CASFS's Intermediary Terms of Business.

**Adviser fees:** The fees agreed between your Adviser and you, for the services they provide, as detailed in the Application Form (and which we instruct Hubwise to effect on your behalf).

**AMC:** The Annual Management Charge is levied by the fund manager for managing the Fund's investments.

**Application:** An application completed by you to open a Platform Account and Hubwise product.

**Assets:** Your investments held on the Platform within your Hubwise product(s) and any cash balance held in the Client Money Account.

**atomos:** Atomos Investments Limited, trading as atomos. Registered in England and Wales with company number 02041819, and registered office: 2nd Floor 5 Hatfields (Alto), London, United Kingdom, SE1 9PG. Atomos Investments Limited is authorised and regulated by the Financial Conduct Authority, with registration number 122588.

**Available Balance:** The cash balance(s) in your Hubwise Product that you can use to settle trades or pay fees. This available balance excludes any money 'ring fenced' (and such cash will not be included in the calculations carried out as part of the Buying Power Algorithm).

**Business Day:** Any day other than a Saturday, Sunday or Bank Holiday, or on which banks are open for business in London.

**Buy list:** Any Fund or Security that Hubwise has agreed may be traded via the Platform (unless any asset is suspended from trading).

**Buying Power Algorithm:** The Platform functionality provided by Hubwise which uses known future cash commitments (such as Product expenses and regular income withdrawals) to determine the amount of cash that should be retained for these commitments and should not form part of the Available Balance.

**CASFS:** CASFS Ltd, registered in England and Wales with company number 02354894, with registered office: PO BOX 13493, Chelmsford, CM99 2GP.

**CASFS Platform:** The service provided by CASFS to you in accordance with these terms.

**Cash Balance:** The balance of any cash held by Hubwise on your behalf in a Product (which may be greater than the Available Balance).

**Client:** You, being an individual, joint account holder, or trustee opening an Account and Hubwise Product(s) on the Platform.

**Client Bank Account:** An account maintained by Hubwise in accordance with the Client Money Rules and held with an Approved Bank.

**Client Reference:** The number assigned to the Platform Account we hold in your name.

**Contract Note/List/Confirmation:** Is an electronic record detailing the particulars of any deal(s) placed in respect of your Hubwise Product(s).

**Data Protection Legislation:** all applicable laws and regulations relating to data protection and privacy, including the General Data Protection Regulation, the Data Protection Act 2018 and any laws or regulations made under such laws and regulations and any successor legislation to these laws and regulations;

**Deal:** Means to buy or sell Funds and Securities. Dealings, trades, transactions, shall be construed accordingly.

**DM or Discretionary Manager:** A firm authorised by the FCA to manage investments, appointed by you.



**Financial Conduct Authority (FCA):** The regulator for the UK's Financial Services Industry, which can be contacted at 12 Endeavour Square, London E20 1JN, or through its website [www.fca.org.uk](http://www.fca.org.uk).

**FCA Rules:** The FCA Handbook and any other rules and guidance of the FCA, as amended, replaced or supplemented from time to time.

**Fees:** The fees and charges applicable to your Account and Hubwise Product(s), as set out in these T&Cs and Schedule of Charges, Key Features illustration and Application.

**Financial Services Compensation Scheme (FSCS):** The compensation fund for customers of authorised financial services firms. If such a firm becomes insolvent or ceases trading the FSCS may be able to pay limited compensation to its customers.

**Fund(s):** An authorised Unit Trust, recognised scheme or Open-Ended Investment Company (OEIC), or sub-fund thereof, and certain ETFs and Investment Trusts.

**General Investment Account (GIA):** A taxable account in which we will hold your Assets which are not held in any tax wrapper (such as a pension and/or ISA).

**HMRC:** HM Revenue and Customs.

**Hubwise:** Hubwise Securities Limited, provider of the Platform Products and provider of certain administration and dealing functions in respect of the Platform. Registered in England and Wales with company number 06071374, registered office: Waverley Court, Wiltell Road, Lichfield, Staffordshire WS14 9ET.

**Intermediary Terms of Business:** the terms of business (and any supplemental or amended terms) issued by CASFS which Advisers must agree to in order to access the Platform.

**ISA or Individual Savings Account:** An Individual Savings Account managed under the ISA Regulations.

**ISA Manager:** Hubwise Securities Limited (HMRC ISA Manager No. Z1723) acting in its capacity as manager of the Hubwise ISA and Hubwise JISA.

**ISA Regulations:** The Individual Savings Account Regulations 1998 as amended supplemented and modified from time to time.

**Junior Individual Savings Account (JISA):** An Individual Savings Account that can be opened by a parent or guardian for the benefit of a child under the age of 18.

**Joint Holders:** Additional persons who can invest in the same investment within a GIA.

**Key Features Document:** a document which sets out the key features and risks of a Platform Product.

**Key Features Illustration:** a personal illustration showing the potential growth you may expect to receive from your Hubwise Product under various economic conditions taking into account the applicable charges.

**KIID or Key Investor Information Document:** A document that provides essential information and key facts about Funds and Securities to help investors assess whether a particular Fund meets their needs.

**'LEI' or Legal Entity Identifier:** is a unique reference required by legal entities or structures, which includes companies, charities and trusts. The LEI allows the parties to financial transactions to be identified in any jurisdiction. Legal entities trading on regulated exchanges such as the London Stock Exchange, require a LEI for all transactions from 3 January 2018.

**Model Portfolio:** Is a selection of Assets chosen by you, your adviser or your Discretionary Manager designed to be suitable and achieve a particular investment strategy or your goal.

**Nominated Bank Account:** A UK Bank or Building Society account of yours which is associated with your Platform Account and Hubwise Product(s).

**Ombudsman:** The Financial Ombudsman Service who may be contacted at Exchange Tower, London E14 9SR.

**Personal Data:** Personal information which identifies you which we receive or otherwise obtain in respect of your use of the services provided under these T&Cs and processed in connection with these T&Cs. Such data will be held in accordance with the Data Protection Legislation, as amended, replaced or supplemented from time to time.

**Platform Charge:** The charge payable by you to CASFS for provision of the Platform paid from your Hubwise Product(s) as instructed by CASFS and detailed in the Schedule of Charges.

**Platform website:** The website that you and your adviser can access your Platform Account and provide certain instructions.

**Portfolio:** The Assets belonging to you as detailed on the Platform.

**Primary Holder:** The first named applicant on a Platform Application form.

**Privacy Notice:** means the CASFS's Privacy Notice for clients and the Hubwise Privacy Policy which explain how your Personal Data may be used when you use the Platform and any Hubwise Products.

**Regulated Market or Regulated Investment Exchange (RIE):** a regulated facility through which Securities that are admitted to markets (such as the London Stock Exchange) can be traded.

**Retail Client:** A regulatory categorisation entitling you to the highest level of protection under FCA rules.

**Sanlam Investments:** Sanlam Investments UK Ltd, trading as Sanlam Investments, registered in England and Wales with company number 05809399, with registered office: 27 Clements Lane, London, United Kingdom, EC4N 7AE. Sanlam Investments UK Ltd is authorised and regulated by the Financial Conduct Authority, with registered number: 459237.

**Securities:** Equities, Fixed Interest Securities, Investment Trusts, Exchange Traded Funds (ETF's), structured products and other exchange tradable securities available via Hubwise Products.

**Schedule of Charges:** Details of any interest, costs, fees or other charges, and minimum investment / balance amounts as varied from time to time, which apply to your Account and Hubwise Product(s) with us. Details are available from your Adviser and us.

**"T&Cs" or Terms and Conditions:** These CASFS Platform T&Cs, as from time to time amended.

**UK:** The United Kingdom.

**We, us and our:** CASFS Ltd.

**Wrapper:** Any ISA, JISA or Pension on the Platform.

**Year:** A year beginning on 6th April and ending on the following 5th April. This is commonly known as The Tax Year.

**You and Your:** A person (including a trustee) who has an Account and invests in Hubwise products through the Platform.

# Interpretation

A reference in these T&Cs to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any phrase introduced by these Terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Words defined in the singular include the plural and vice versa.

## General Terms and conditions of the Platform (General Terms)

These T&Cs set out the legal agreement that applies between you and us to setting up a Platform Account and using the Hubwise Products available through the Platform.

### The Platform's role

#### General

CASFS is responsible for providing the Platform in accordance with these T&Cs.

The Platform Services include:

- Operating the Platform and associated Website;
- Making available a Platform Account on the Platform enabling you to view and hold multiple Hubwise Products and investments via a single service;
- Opening and closing specific Hubwise Products in your name, in line with your instructions; and
- Providing you with access to the Platform website by which you can view information about the Assets and transactions in your Hubwise Products.

#### Role of CASFS

All communications and instructions between you and Hubwise are to be communicated through CASFS acting as your agent. Likewise, all communications required by these T&Cs from Hubwise relating to and Hubwise Products will be provided to you by us (CASFS) as your agent.

You should give us any instructions regarding the Hubwise Products and Assets in your Platform Account. Hubwise will not accept instructions directly from you.

You should also address any questions you have about the Platform Services, the Products

and Assets and/ or any investments you wish to make via the Platform. You can contact Hubwise direct if you wish to make a complaint about the Hubwise Products at their registered address.

By entering into this Agreement, you agree that CASFS may on your behalf, as your agent:

- Give instructions to Hubwise regarding your Hubwise Products and Assets;
- Receive information, reports and notices from Hubwise - including information about you and your Products; and
- Instruct Hubwise to Deal and/or transfer Assets on your behalf in respect of a specified Product
- do anything needed (including making any claims against Hubwise if necessary) to help you engage with Hubwise.

#### Role of your Adviser

Your Adviser is responsible for providing you with advice and financial planning services and a Discretionary Manager, where appointed, will manage investments in your Model Portfolio(s).

Neither CASFS or Hubwise is responsible for reviewing your Portfolio or providing financial advice about the suitability of a Hubwise Product or the investments you hold within it. While the Platform provides access to certain Hubwise Products which offer potential tax benefits you and your Adviser or professional tax adviser are solely responsible for the management of your affairs to your best advantage for tax purposes.

You further confirm your Adviser where you have one (acting as your agent) is authorised to:

- complete and submit your Application on your behalf;

- give instructions to CASFS and Hubwise typically via the Platform on your behalf, including dealing instructions and changes relating to you and your Account, including for example changes to your contact details, bank account and Adviser fees, and you direct CASFS and Hubwise to implement such instructions;
- receive from CASFS and Hubwise information, reports and notices, which your Adviser will pass on to you as appropriate and applicable;
- instruct CASFS and Hubwise including in respect of the transfer of Assets to meet your settlement or other obligations; and
- appoint a Discretionary Manager to provide discretionary investment management of Model Portfolio(s) selected for you (if applicable). We are entitled to accept any instruction from your Adviser or Discretionary Manager without further enquiry and you acknowledge we shall not be responsible for acting on any instruction received from your Adviser which has been made without your explicit authority.

Your Adviser will be responsible for compliance and regulatory requirements regarding its own operations and the supervision of your Account. The Adviser will place transaction instructions via the Platform (unless a Discretionary Manager has been appointed), assess the suitability of investments when it has a duty to do so, and provide investment advice.

### Role of other parties

You acknowledge we may disclose information about you and your Account and pass instructions and information between you and Hubwise to enable Hubwise to provide its dealing services and Products. This is explained further under the section 'Client Account' below.

You should direct all enquiries regarding your Account to your Adviser in the first instance. For so long as you are a client of your Adviser, usually instructions will not be accepted from you directly, however CASFS may correspond with you in respect of any queries or complaints about its service.

There may be occasions where we require written instruction from you and we will notify you in such event.

All communications relating to your Platform Account and Product(s) are supplied to your Adviser, Discretionary Manager, (as applicable) and to you through your online client access. Communications can still be sent via post, where you are unable to receive online communications.

### Changes to Product providers

We may from time to time terminate the appointment of Hubwise to provide any of the Products available through the Platform, and appoint an alternative Provider in respect of the relevant Product. We do not need to ask for your further consent to do so.

We will only do this where:

- such alternative provider has all necessary regulatory authorisations, permissions and consents to lawfully provide the relevant Account, in particular (but without limitation) that any alternative ISA manager or JISA manager is approved by HM Revenue & Customs to provide a stocks and shares ISA and/or JISA (as the case may be); and
- we reasonably believe that the terms on which such alternative Provider will provide the relevant Wrapper are the same as or better than the terms on which your Account is provided prior to the proposed transfer in all material respects.

By accepting these T&Cs, you authorise CASFS to do the following, as agent on your behalf, where we intend to transfer one or more of your Hubwise Products to an alternative Provider:

- provide instructions to Hubwise to transfer your Hubwise Product to such alternative Provider, in accordance with the terms and conditions of the relevant Account; and
- agree the terms on which such alternative Provider will provide your Hubwise Product, and to conclude a contract between you and such alternative Provider on the basis of those terms, provided always that we reasonably believe that such terms are the same as or better than the terms on which your Account is provided prior to the proposed transfer in all material respects.

Before arranging for the transfer of your Hubwise Product to an alternative provider, we shall give you and your Adviser at least 30 days' written notice. If you object to the transfer, you may terminate your agreement with us, whether in its entirety or solely in respect of the relevant Account. We will not make any charge if, in these circumstances, you transfer to another provider or if you terminate your agreement with us (or the relevant Hubwise Product) within 60 days of receiving a notice from us under this paragraph.

In the course of exercising the permissions and authorities granted under this section, CASFS will at all times act in accordance with all applicable laws and regulations.

## Your status

In respect of the Platform services provided by CASFS you have been categorised as a retail client, whereby you will be subject to extensive regulatory protection afforded by the FCA's regulatory regime and all of the provisions of our T&Cs where applicable will apply to you for regulatory purposes.

You agree, where you have opened a Platform Account and Hubwise Product jointly with another person, that you and that other person will at all times be jointly and severally liable to us. This means we can ask either Joint Holder to rectify a breach of these T&Cs even if that individual Joint Holder did not personally cause the breach.

## Your responsibilities

Upon entering into these T&Cs, and at any other time during which these T&Cs are in force, we may ask you to provide us with such documents and other information as we may reasonably require in order to provide services under these T&Cs.

You acknowledge you will provide such information and assistance promptly in order to enable us to provide the Platform services.

By giving us information you confirm to us that it is complete and correct.

You will notify us promptly if there is any material change to such information. You acknowledge that we rely on the information in your Application and if any information is incorrect or misleading we reserve the right (acting reasonably) to terminate your Account or Hubwise Product(s). Where you are acting in a representative capacity you confirm that you are duly and fully authorised to enter into these T&Cs and any transactions pursuant to them.

Correspondence about the service should be directed in the first instance to your Adviser.

## Information required by CASFS and Hubwise

You must provide us with all the mandatory information requested in the relevant Application form in order to manage your Account and Hubwise Product(s). This will include details of your nationality and National Client Identifier, for UK citizens this will be your National Insurance Number. If you are a trustee of a trust this will include your trust's LEI. You should also notify us promptly in writing if you change your permanent residential address or wish to change your Nominated Bank Account.

Hubwise may require verification of your Bank details for certain transactions and may access or rely on, either directly or through an

independent third-party organisation, electronic data sources for identity verification for prevention of money laundering and combating the financing of terrorism purposes. We reserve the right to request further information in order for your Application to be accepted.

## Use of the website

We or your Adviser will provide you with your Platform Client Reference and password to enable you to gain online access to your Platform Account and Hubwise Product(s). We use reasonable endeavours to ensure the accuracy of information available via the Platform and to correct any errors or omissions within our control as soon as practicable once we are aware of them.

However we do not represent the accuracy, completeness or timeliness of the information available on the Platform. We do not accept responsibility for information obtained from third parties and we use reasonable endeavours to identify such information. All valuations are as at the specific date indicated and do not reflect surrender or transfer values and are not guaranteed. The value quoted is therefore indicative only and is not guaranteed.

You agree you will not disclose any login and password details issued to you to access your Account details via the Platform. If you become aware your login and password security has been breached, you agree you will notify your Adviser and us immediately.

You will not use the Platform for any unlawful, obscene, abusive or libellous purpose and shall not modify, damage or impair the Platform or interfere with the use or availability of any facilities available on the Platform.

We cannot promise that the Platform can be accessed at all times and we reserve the right to limit availability of the Platform for maintenance and other operational reasons. We will make reasonable efforts to ensure that maintenance is performed outside normal business hours however you acknowledge this may not be possible for emergency maintenance.

# Opening a Platform Account

To be eligible to receive Platform Services and to open a Platform Account to apply for a Hubwise Product(s), you must be ordinarily resident in the United Kingdom, and must not be classified as a US Person.

## Application forms

You need to complete all of the mandatory fields of the relevant Application form(s) and agree to the relevant declarations and submit it together with payment, if applicable, through your Adviser or the Platform Website.

You or your Adviser will be informed promptly if there are any problems with the Application or, alternatively, that the Application has been accepted.

## Contributions

Contributions can be made through bank transfer, direct debit, cheque, third party transfers and internal transfers between Products where regulations allow.

Cheques must be made payable to Hubwise Securities Limited and must be drawn on an account in your name or a joint account on which you are one of the joint account holders.

Bank transfers should be made from an account in your name or a joint account on which you are one of the joint holders, and which is your Nominated Bank Account.

When paying monies into your Hubwise Products you must quote your CASFS Customer Account reference number and the Product reference number (as shown on the Platform). Failure to do this could result in the monies being returned to you.

Building Society Cheques or Banker's Drafts must contain your own name on the front, or on the rear of the cheque accompanied by the Building Society's official stamp and signature.

You must comply with the relevant minimum Account and Product investment and balance requirements which are contained in the Key Features Document and Schedule of Charges.

## Changing your mind

You can change your mind about proceeding with your application for a Hubwise Product.

Should you wish to do so please send written notification either by email to [enq@countrywide-assured.co.uk](mailto:enq@countrywide-assured.co.uk) or post to: Client Operations, CASFS, c/o Countrywide Assured, PO BOX 13493, Chelmsford, CM99 2GP, detailing your full name and Client Reference number. You must email or post your instruction on or before the 14th after the day when you received the notice.

For Hubwise Products which are held by Joint Holders we require all applicants and authorised signatories to agree to the cancellation.

You should note that if you exercise your right to cancel, the amount which is repaid will depend on a number of factors including market conditions at the time, so you may get back less than you paid in.

Hubwise will return your money but if this has already been invested by the time you tell us to cancel, Hubwise may make a deduction for any loss which arises from the sale of your investments. This may mean that you receive less than the original amount you placed with us. You should also note that if you cancel a transfer to the Platform, the company you are transferring from might not be obliged to take the transfer back, and if they do they may charge for this and in addition fees incurred between the establishment and cancellation may be payable, although you may be able to transfer to an alternative arrangement.

Hubwise will deduct any payments that were made to your Adviser when returning your monies following cancellation.



# Platform products

## Your Platform Products

CASFS, acting as your agent, has selected the Hubwise ISA, Hubwise JISA, Hubwise GIA and SS&C Hubwise SIPP to be available via the Platform. As Product provider, Hubwise provides dealing, settlement and custody services to the Investor. The terms upon which Hubwise will provide its Products are set out in the Appendix.

Where you hold a Hubwise ISA, Hubwise JISA or Hubwise GIA, Hubwise will keep all monies that they hold for you in a Client Bank Account with a UK Bank or Building Society or other authorised institution(s) they may choose from time to time. If you hold a SS&C Hubwise SIPP, monies will be held on behalf of the scheme trustee in the Hubwise Client Bank Account. Client bank accounts are designated as trust accounts and are segregated from Hubwise's own monies. They may include the balances of other clients but are operated and administered in accordance with Client Money Rules.

## Ring-fenced cash

You have the ability to ring-fence a specified amount of money to be immediately available in cash at all times. This will result in these monies not being invested.

This facility will need to be carefully managed and reviewed regularly to ensure that correct amount of cash is ring-fenced. The ring-fence instruction will remain active on your Hubwise Product(s) until it is removed or the amended.

Any ring-fenced cash held will be in addition to the requirement to hold 3 months' worth of fees and where you elect to take withdrawals, 1 period's worth of withdrawals in cash, to meet charges.

Charges will be applied to the relevant Hubwise Product except that charges relating to an ISA, JISA or Pension may be applied to a GIA providing a GIA exists and has sufficient cash to cover the charges.

## Taxation

Tax treatment will depend on your individual circumstances and may change from time to time. You should seek professional advice if you are unsure of the tax treatment of interest paid.

All income and interest payments will be detailed on your annual consolidated tax certificate.

## Nominated Bank Account

Your Nominated Bank Account is a UK Bank or Building Society Account of which you are a named holder and which you specify. You must verify to CASFS and Hubwise that the bank account belongs to you and provide confirmation to the Platform. You can then make payments to and receive payments from your Nominated Bank Account on the Platform.

Once your Nominated Bank Account has been verified, it can be used to transfer monies to and from your Hubwise Product(s). We will pass your instruction to Hubwise and this will normally be processed within one Business Day of receipt.

If you have set up Regular Contributions by direct debit, the direct debit must be set up to go out of your Nominated Bank Account.

You can instruct us or your Adviser in writing at any time to change your Nominated Bank Account. Upon receipt of new Bank or Building Society Account details, we will update our records and replace your Nominated Bank Account. Subject to completing any necessary checks, we will make this change within five Business Days of receipt of your written instruction. You or your Adviser will be notified when your instructions have been accepted.

## Dormant balances

If there have been no transactions in a Client Account, that Hubwise maintain for you, for a period of at least six years (other than routine charges, interest and similar items), we may write to you, at your last known address, informing you of Hubwise's intention to transfer these funds from the Client Account.

You will have 28 days to make a claim for the monies held on your behalf, after which you will lose your entitlement to these monies.

However, Hubwise will still pay what is due to you if you subsequently claim payment, once they have checked your identity.

# Your adviser

## Reliance on your Adviser and Discretionary Manager

We are entitled to rely on the accuracy of and act on any Application, instruction or information given to us by your Adviser and (where applicable) Discretionary Manager on your behalf, or which we reasonably believe has been given in this way. You authorise us to give your Adviser and Discretionary Manager information about you and your Account from time to time. If we receive an instruction which is incomplete or unclear we reserve the right to take no action pending clarification of such instruction and will not be responsible for any loss which you may incur as a result.

## Change of Adviser notification

In the event that you appoint a new Adviser, you should provide your existing Adviser with:

- written confirmation, including your Client Reference or, failing that, clear details to identify yourself and your Account and Hubwise Products with the Platform;
- a request that no further instructions be given on your Platform Account; and
- where a Platform Account is held in joint names, a change of Adviser notification must be signed by all Joint Holders.

You may only appoint one Adviser to act on your behalf in respect of the Platform.



# Investment options

## The following investment options are available under the Platform:

### 1) Sanlam Investment Solutions Fund Range

You may invest in one of the risk targeted funds managed by Atomos Investments Limited trading as "atomos" and/or Sanlam Investments UK Ltd, whose capabilities combine the freedom and expertise to invest across a wide spectrum of asset classes, markets and instruments, offering access to a wide universe of opportunities. You must have an Adviser in order to select or change a Model Portfolio that is provided by atomos or Sanlam Investments UK Ltd.

### 2) Third party funds

You may invest in one or more of the third party managed funds available under the Platform. The fund(s) must be permissible by Hubwise and on their Buy List. The Platform will take instructions from you and pass the instruction to Hubwise who will deal the order in accordance with the relevant product T&Cs.

### 3) DFM Model portfolio management

#### Who is involved in the DFM Model Portfolio Service?

A Model Portfolio is brought to you by your Adviser and/or appointed Discretionary Manager. This service is made up of the following functions:

- the identification by your Adviser or DFM of a range of Model Portfolios from which one or more Model Portfolios is selected by you as appropriate to your circumstances and risk profile as agreed and assessed between you and your Adviser and/or DFM;
- the appointment of the Discretionary Manager by you or your Adviser who will provide discretionary investment management of Assets available under the relevant products that you hold along with the Assets of any other clients of your Adviser and/or who have also chosen a Model Portfolio; and
- the agreement of us and Hubwise subject to these Terms, that your Hubwise Product(s) will be invested in such Assets as the Discretionary Manager selects for the relevant Model Portfolio(s) that you have chosen for your Hubwise product.

If you have any queries regarding the third party Model Portfolio service you should speak to your DFM or Adviser.

#### Selection of a Model Portfolio

You and your Adviser or DFM may agree that the Model Portfolio should be changed from time to time to a different Model Portfolio. Which Model Portfolio applies therefore, is a matter determined solely between you and your Adviser and/or DFM. We will not at any time participate in any discussion or communication regarding the nature, determination, assessment or suitability of a Model Portfolio. If you do not have an Adviser and/or DFM and are invested in a Model Portfolio you will not be able to change to another Model Portfolio.

#### The appointment and authority of the Discretionary Manager

For the duration of their appointment under a Model Portfolio, the Discretionary Manager will select, monitor and review the Assets that comprise the Model Portfolio in which your Account is invested.

The Discretionary Manager will have sole and exclusive authority to select the Assets for the DFM Model Portfolio (within the agreed investment mandate for such Model Portfolio) and to switch between Assets and to determine the proportion of such Assets without prior consultation with you or your Adviser.

Throughout the period you are invested in a Model Portfolio you will not be able to exercise any option to select Assets or to switch between the Assets or the proportions of such Assets (as otherwise may be permitted or provided under the terms of your Account). As a result, you will not be able to issue any investment instructions in respect of your Hubwise Product(s), once you have chosen a DFM Model Portfolio.

### **Potential consequences of investing in a Model Portfolio**

For certain products such as the Platform GIA, on each occasion that the Discretionary Manager switches Assets, this may give rise to a potential capital gains tax liability for you.

### **Reputation of your Discretionary Manager**

Discretionary investment management of a Model Portfolio is provided solely by the Discretionary Manager and we cannot be held responsible for such service.

We make no representation as to the service provided by the Discretionary Manager or their decisions, selections or any instructions made by the Discretionary Manager for a Model Portfolio. Accordingly we will not at any time participate in any discussions or communications regarding the nature, determination or assessment of discretionary investment management by the Discretionary Manager. If you have a complaint about the service provided by the Discretionary Manager, please contact your Adviser.

### **Opting out of the Model Portfolio Service**

You may choose to withdraw from a third-party Model Portfolio at any time without penalty. You must give written notice and instructions to your Adviser and/or DFM if you wish to opt out. We will confirm the date upon which the Model Portfolio ceases to apply to your Hubwise Products. We draw to your attention that notwithstanding your withdrawal from the Model Portfolio, the terms and conditions of the relevant Hubwise Product(s) you have with us will remain in full force and effect.

On the date the Model Portfolio ceases, your Hubwise Product(s) will remain invested in the selection of Assets last chosen by the Discretionary Manager and this will continue until we receive your alternative fund and/or security selections or instructions in respect of such other investment services as we have made available under the Platform.

### **Modification or suspension of Model Portfolio Service**

We may choose to withdraw, suspend, modify or restrict access to a third-party Model Portfolio upon one month's prior written notice if, in our reasonable opinion, it is necessary to do so for operational or administrative reasons, or if we are required to do so for legislative or regulatory reasons. If this applies any relevant Hubwise Product will be de-linked from the withdrawn Model Portfolio and your Adviser will be responsible for continuing to provide advice in respect of your investment options. We draw to your attention that notwithstanding our withdrawal or restriction of a Model Portfolio, the terms and conditions relevant to your Account will continue to remain in full force and effect and such other investment services as we make available under the Platform which may be selected for you by your Adviser will be deemed to apply.

### **Discretionary Manager remuneration**

The Discretionary Manager of a Model Portfolio will charge a fee for their discretionary management services. This will be disclosed to you by your Adviser. Hubwise will deduct the fee from the Model Portfolio(s) monthly in arrears.

# Dealing

## Reviewing and / or changing your Assets

Assets in your Hubwise Product(s) may only be bought or sold by providing your instruction via the Platform unless a Discretionary Manager has been appointed over all or part of your Portfolio, in which case the Discretionary Manager has sole authority to make any changes.

By accepting these T&Cs you authorise CASFS, as your agent, to pass dealing instructions received via the Platform in respect of your Products to Hubwise.

Requests to cancel or amend instructions placed via the Platform must be notified to CASFS.

We may seek clarification or confirmation of any instruction (including any instruction which we believe to be unclear or incomplete) and we may delay and/or decline to act, or refrain from acting, in accordance with an instruction if satisfactory clarification or confirmation is not received.

An instruction may be declined if it may cause a breach of any applicable law or be contrary to any rules of any exchange or trading system. You or your Adviser will be notified via the Platform as soon as possible in such event.

You shall be responsible for all instructions placed via the Platform in respect of your Hubwise Product(s). We shall have no responsibility for transmitting instructions except for any losses or damages arising from our negligence, fraud or wilful default.

When a Discretionary Manager is appointed it will undertake transactions through the Platform in line with your mandate.

## Client Account

You and your Adviser are responsible for ensuring there are sufficient cleared funds in your Hubwise Available Balance at all times. If the amount available is not sufficient, we will usually not process the instruction and will notify you or your Adviser or DM accordingly. We shall not be responsible for any loss arising from such delay.

## Buying Power Algorithm

The Buying Power Algorithm is a feature of the Platform provided by Hubwise that uses information about cash balances and known future payment commitments over a fixed period across each Product with the objective of ensuring that, as far as

practicable, sufficient cash is retained or realised from the Hubwise Client Account to meet your payment liabilities for trades under any individual Product and you do not buy new Assets and thereby incur liabilities that would exceed your ability to meet them (either through available cash balances or Assets available to be disinvested to realise the necessary cash).

The Buying Power Algorithm will take into account Expenses and Regular Withdrawals due in respect of your Products for the next 3 months. The Buying Power Algorithm will not use any cash balances that have been retained for other transactions or any balances being used to achieve phased investment.

Prior to executing any Deals or withdrawals that would require any payment from any Product, the Buying Power Algorithm will check whether the Product Cash Balance is able to make the payment. If the cash balance in the relevant Product is insufficient, the Buying Power Algorithm will trigger the sale of Assets within the relevant Product in order to ensure a sufficient Cash Balance. You authorise CASFS to initiate such trades on your behalf.

In the unlikely event that activity on a Product means that the Cash Balance is unable to satisfy all payments arising on a given day, priority is given to Expenses and any withdrawal events may be delayed or cancelled.

The trade orders initiated by the Buying Power Algorithm will sell each Asset (unless suspended) in proportion to the value of each holding, subject to the minimum deal value of £10.

Please note that the sale of Assets for this purpose may occur at a disadvantageous time and may result in a tax charge. You should also be aware that the operation of the Buying Power Algorithm can occasionally result in a situation where the Platform may not accept a trade order relating to a particular Product even though the Cash Balance on that Product is sufficient (because some of the balance is required to meet your obligations within that Product). You agree that CASFS will not be liable to you for any tax charge resulting from a disinvestment or any failure to accept a trade order because the Buying Power Algorithm needs to retain the cash balance to meet your other commitments within that Product.

### Responsibility of a client to report

There are a variety of circumstances which require a client to make disclosures either to the Regulated Market or the Regulatory Authorities.

Examples of such disclosures include:

- the sale or purchase of shares during a takeover;
- a significant stake in a company; and
- dealings in a listed company as a Director.

You accept that it is impossible for us and Hubwise to know the cumulative total of your positions. For this reason, we cannot accept the responsibility for making such reports, and you accept that it is your responsibility. However, should you need advice on your reporting responsibilities please ask your Adviser and we will endeavour to assist them in making your report.

### Corporate actions

A corporate action is something that will bring about a change to the investments you hold.

Once a corporate action notification which affects investments in your Portfolio(s) is made available on the Platform by Hubwise, we are responsible for notifying you of any actions to be taken. Only information issued by a fund manager or its Third-Party Administrator (TPA) or the Regulated Market will be relayed to you.

Information about corporate actions issued by a Fund Manager or the Regulated Market will be relayed by Hubwise to CASFS as your agent. Where the corporate action involves a choice of outcome Hubwise will accept our instructions on your behalf.

We will make every effort to contact you as we need to receive any valid election from you by the date we set. However we will not act when a Discretionary Manager is appointed, it will take such actions as it deems appropriate.

This shall include instructing us via the Platform as to:

- the take up of any rights issues;
- the exercise of conversion or subscription rights;
- dealing with takeovers or other offers or capital changes;
- exercising voting rights; and
- the right to take up the default option.

If we do not receive timely instructions where a notification has been provided, the default option for the relevant corporate action shall be selected. We will not be responsible or liable for any financial consequences or delays without limitation, for any failure to respond within the time frames from you, your Adviser or any third party.

If a corporate action impacts your Model Portfolio your Adviser will notify you of any action required and your Discretionary Manager will action as it deems appropriate.

# Documentation

## Platform confirmation

Hubwise will provide CASFS with the reporting and confirmations for all your Hubwise Products in your Platform Account. All communications relating to your Platform Account and Hubwise Product(s) are supplied to your Adviser, Discretionary Manager (where applicable), and to you through online access.

Once your Platform Account(s) has been set up, we will send you or your Adviser notification confirming your Platform Client Reference. We or your Adviser will provide you with this reference and a password to enable you to gain online access to your Account(s). You will have a period of 72 hours in which to set up your online access, after which the activation link will expire and you will then need to refer back to us or your Adviser for new activation details.

Once your online access is set up you will be able to view and print all our communications and your documents. These documents will be available to access at any time and you will receive an email each time there is a new document for you to view.

Where you have set up a designated GIA Product, you will have online access to your Hubwise GIA Account(s) until such time the investment is transferred to the designated person(s).

Communications will only be sent to you by post where you are unable to receive online communications. We do not currently charge for sending correspondence by post but we reserve the right to do so and will notify you in advance in accordance with the section under 'Changes to our fees and charges' before we introduce any such charge.

## Records

You may request copies of Contract Notes/ Lists, vouchers and entries on our books or electronic media relating to transactions on your Platform Account. We keep these records for at least six years.

## Joint Holders

Where an Account is held jointly, all documentation will be made available to the Primary Holder. Secondary holders can request copies of all documentation. In some cases we will require instructions to be given in writing by both Joint Holders.

# Withdrawals and closing your account

## Requesting a withdrawal

Subject to the rules applicable to each Hubwise Product and subject to maintaining a minimum cash balance, you can elect to receive one off or regular payments from your Hubwise Product. You can instruct us via the Platform or through your Adviser at any time to pay a specific amount from the Hubwise Client Account to your Nominated Bank Account on a monthly, quarterly, half-yearly or annual basis. We will pass this instruction to Hubwise to action on your behalf. However withdrawals from the SS&C Hubwise SIPP can only be made within HM Revenue & Customs pensions regulations and certain withdrawals will be subject to tax, this includes not withdrawing until you reach regulatory minimum pension age.

## Minimum amount

You must retain a minimum amount in your Hubwise Product. The applicable minimum amounts are set out in the Schedule of Charges.

## Withdrawals

You or your Adviser must specify the Hubwise Product(s) from which the withdrawal is to be taken.

When you ask us to arrange for payments to be made out of your Hubwise Products, we will instruct Hubwise to make the payment.

You authorise us to control the Assets in your Hubwise Product(s) to arrange for payments to be made but we will not at any time receive, hold or pay money or Assets to you through our own bank accounts.

You can instruct us via the Platform or through your Adviser at any time to arrange for you to be paid income received on Assets held within your Hubwise GIA and/or your Hubwise ISA to you at monthly, quarterly, half yearly or annual intervals. We will then arrange for Hubwise to pay on the last Business Day of the month the accumulated balance on that account into your Nominated Bank Account at the selected interval.

Prior to executing any withdrawals that would require payment from a Product the Buying Power Algorithm will check whether the Product Cash Balance is able to make the payment. If the cash balance in the relevant Client Bank Account is insufficient, the Buying Power Algorithm will trigger the sale of Assets within the relevant Product in order to ensure a sufficient Cash Balance.

You authorise CASFS to initiate such trades on your behalf. Please be aware any such sales could result in a tax charge. We shall not be responsible for any loss you may incur as a result of such sales and any income will be paid once any related Asset sales have settled. Where the sale of Assets does not result in the Available Balance being sufficient to pay your income instruction, the payment will be delayed until the cash is available.

If there is a surplus amount of Income, the default option will be to leave this in the Client Account on your Hubwise Product unless a specific instruction is received from you. The frequency of distributions paid by the Funds in which you invest will affect the amount you receive. If the Funds you hold only pay income quarterly, half-yearly or annually, then depending on the payment interval you have selected, on some occasions, a payment may not be made at all.

## Closing your Hubwise Products

You may close your Hubwise Products at any time by giving a Product closure instruction and withdrawing all the Assets, or transferring them to another manager or pension provider as appropriate. However please see the Appendix which sets out the conditions for closing your S&C Hubwise SIPP.

Instructions to close your Hubwise Product should be given to us or your Adviser. We or your Adviser will acknowledge receipt of those instructions directly to you and pass them to Hubwise to action.

Closing your Hubwise Product does not affect any transactions initiated before the closure began. These T&Cs continue to apply until we complete all outstanding transactions and meet all liabilities.

If you request to withdraw all Assets from your Hubwise product before payments due to go out of your Hubwise Product(s) are made, the monies retained for these payments can be over-ridden by us or your Adviser to allow the money to be paid out to you except for monies retained for all charges, which will be paid as scheduled.

### **Withdrawals and closing payments**

Outstanding fees, charges and expenses due from you may be deducted from any amount to be paid to you. In addition, you acknowledge Hubwise may keep an amount which it reasonably estimates will be enough for Hubwise to meet any tax liability for which it must account to HMRC for you under the ISA Regulations or otherwise. Hubwise will hold any monies awaiting payment to you outside your Hubwise Product in a Client Bank Account.

Payment of any sale proceeds and cash balances may be delayed until Hubwise know that all payments made by you have cleared and we have received all amounts which you owe. Third party payments will only be made to another FCA regulated firm.

Any payment in excess of £1 subsequently received or due to you from Hubwise will be held in their Client Bank Account and paid to your Nominated Bank Account. Closed Account balances are reviewed quarterly. Any payment of £1 or less will not be paid over to you and will be retained by Hubwise.

### **In the event of your death**

Upon your death, your Legal Personal Representative(s) should inform us without delay. We will need to see sight of your death certificate and will pass this to Hubwise. The Appendix provides the Hubwise Product Terms and Conditions and how the claim will be dealt with. We will let your Legal Personal Representative know the requirements to pay any claim.



# Fees, charges and expenses

Charges will be in accordance with the Schedule of Charges in force at the time they are incurred. The Schedule of Charges forms part of your T&Cs. You should be clear about the fees and charges you will be paying and how they may impact on the value of your Hubwise Products. If you are unclear you should speak to us or your Adviser.

## The Platform remuneration

All Platform Fees are calculated daily, based on the overall value of your Hubwise Products held. Platform Fees in respect of the previous month, will be deducted from the respective Product(s) by the end of the first full working week of the month. If your Hubwise Product(s) does not have sufficient cash available to meet the Platform Fees, we will instruct Hubwise to sell holdings in accordance with the Buying Power algorithm.

You can instruct us that any fees are taken from your Hubwise GIA subject to the GIA having a sufficient cash balance to pay the fees if you hold this product.

In the event of your Hubwise Products and Platform Account being transferred, withdrawn or terminated, charges will be payable until the date of notification of transfer, withdrawal or termination and a charge to cover transaction costs may also apply. We reserve the right to pass on any charges imposed by any third parties incurred by any transfer, withdrawal or termination.

We reserve the right to charge additional fees for additional services. If we agree to provide an additional service, you or your Adviser will be notified of the relevant charge beforehand. We will not proceed unless you have consented to such charges.

## Dealing

No fee is charged for dealing Funds and Securities on the Hubwise Acceptable Asset list electronically. We or your Adviser will notify you if Acceptable Assets can be dealt by Hubwise and relevant transaction and dealing charges will be notified at the time. We reserve the right not to accept an asset into your Hubwise products.

All other charges, including fees for transactions in Funds and Securities are levied in accordance with the Platform's Schedule of Charges.

## Fund manager

An AMC and other fees, charges or expenses properly payable to them (such as a dilution levy or adjustment) may be paid out of the property of any Fund in your Hubwise Product. A KIID will have been provided to you which has a breakdown of all component charges.

## Payments to your Adviser and Discretionary Manager

We may agree to facilitate the payment of Adviser Fees to your Adviser but will only do so in accordance with your instructions. Where Hubwise collect Fees payable to your Adviser and (where applicable) your Discretionary Manager, the details are displayed in your personal Key Features Illustration with the amount and frequency displayed in your account statement.

By completing and submitting the Application for your Hubwise Product, where requested you are agreeing to allow Hubwise to collect and pay initial, one-off and ongoing fees to your Adviser and (where applicable) your Discretionary Manager. If there are insufficient monies within your Hubwise Product, you authorise CASFS to instruct the sale of Assets from the relevant Hubwise Product. The Buying Power Algorithm functionality will instruct the sale of Assets proportionately to generate the required cash. You should be aware that the sale of investments for this purpose may occur at a disadvantageous time or may result in a tax charge for which we shall not be liable.



### Changes to our fees and charges

Our Platform charges may be subject to change for a number of reasons. We reserve the right to vary our charges where we believe it is necessary, fair and reasonable to do so.

This may include:

- changes to the way in which we provide our services (including changes in technology) or to reflect any changes in the cost of providing our services;
- to reflect market conditions and general good industry practice;
- to take account of changes to the law, regulation, codes of practice or the way in which we are regulated; or
- to take account of a decision by any court, regulator, ombudsman or similar.

Where we decide to vary our charges in the manner described above, we will only do so where we have provided you with a reasonable period of notice. We anticipate that in most cases we would communicate any changes to our charges in writing to you no less than 30 days' notice before those changes take effect. However such advance notice may not be possible where a charge or levy is imposed as a consequence of legal or regulatory change.

# Variation and termination of T&Cs

We will endeavour to notify you or your Adviser as soon as possible.

## Changes to these T&Cs

We may introduce changes to our services and to these T&Cs from time to time.

We can amend these T&Cs by giving you at least 30 days' prior written notice, unless shorter notice is required for us to comply with applicable law or regulation. This would be for reasons such as:

- to make them fairer and/or more easily understandable;
- to correct a mistake (provided that correction would not adversely affect you);
- to reflect a change in law or regulation (or the way in which such laws and/or regulations are applied);
- to reflect a change in technology, to cover an improvement or change in our services or in the facilities that we provide;
- to reflect a change in market conditions or the overall cost of providing our services to our clients; or
- to ensure good management or competitiveness of our business.

If you are not happy with a change, you can contact your Adviser or us for a more detailed explanation of the change. If you are still unhappy with the change you can close your Platform Account by giving a closure instruction and cashing in your Products at any time or transferring them to another, ISA manager or pension provider, as appropriate.

Nothing in this section shall affect our right to vary our fees and charges under the Platform as set out in these T&Cs under the heading 'Changes to our fees and charges' above.

You agree that we may transfer our rights under these T&Cs to any associate (as defined in the FCA Rules) and arrange on your behalf for it to assume our obligations to you so long as the associate is appropriately authorised. We do not need your further consent to do so and we will advise you in advance if this happens, let you know the name of the associate and provide you with a right to withdraw. If you do not withdraw from these T&Cs, you agree that we shall be released from our obligations to you once this has been done, and that these T&Cs will apply to the provision of services by the associate as if it were a party to these terms.

## Termination

Subject to the Platform terms contained in these T&Cs and any FCA Rules and laws applicable to the relevant Hubwise Product, we may terminate your agreement at any time by giving you a minimum of 30 days' notice.

Upon termination of the Platform Agreement, we will no longer be able to provide and facilitate your Hubwise Product(s). For ISA, JISA and GIA's we will instruct Hubwise to realise all your Assets and pay the proceeds, together with any other monies in your Account(s), to your Nominated Bank Account, or where you inform us you wish to transfer to another provider, we will instruct Hubwise to transfer your Assets in-specie where possible to your new product provider. In the event of a withdrawal, termination or transfer, any Charges not paid or due to Hubwise will be retained prior to termination or transfer.

For a Platform Account, where a SS&C Hubwise SIPP is held, the pension shall continue until the payment of a transfer value to another registered pension scheme, a qualified recognised overseas pension scheme or the payment of benefits has been made in the appropriate form. No fees or charges at that time paid shall be refunded and those payable shall remain so. Termination will be without prejudice to the completion of the transactions already initiated and paying any expenses or fees due to the scheme provider or other parties.

We may also close an Hubwise Product where we believe it reasonable and appropriate to do so, and in order to comply with our legal obligations, for example if you are no longer eligible to contribute or subscribe to the Hubwise Product or following receipt of a court order or other official order legally binding on us. We will make every effort to give you reasonable notice if we propose to close your Hubwise Product.

# Liability

Our responsibility to you for any loss or damage which you may suffer from the provision of the Platform shall be limited to circumstances where such loss or damage has arisen directly as a result of:

- a breach by us of these T&Cs; or
- our negligence, fraud or willful default.

We shall not under any circumstance be liable to you for indirect or consequential losses. Where we are liable to you our liability extends only to losses that are reasonably foreseeable. Nothing in these T&Cs excludes our duties or obligations under the FCA Rules or excludes our liability for death or personal injury caused by our negligence or the negligence of our employees or agents, or for any other matter which at law we are not entitled to restrict our liability.

We will not be liable for any losses incurred by you due to any advice or instructions given to you by your Adviser or any act, omission or delay of your Adviser or Discretionary Manager. You acknowledge any tax benefits or concessions are not guaranteed and can change at any time and the impact of these changes will depend on your individual circumstances.

The Platform is not permitted for use outside the United Kingdom where such use would not be compliant with any applicable laws or regulations. Neither CASFS nor Hubwise shall be liable for any loss arising as a result of or in connection with any breach of any such applicable laws or regulations.

You should notify us direct or through your Adviser as soon as you become aware of any error or defect in respect of the Platform or any information provided to you or your Adviser.

We will not be responsible for losses which occur as a result of us following an instruction which we reasonably believe to be from you or your Adviser but which subsequently turns out to be a fraudulent transaction or which are incorrect. Nor shall we be responsible for declining to act on any instruction which we believe is fraudulent, incomplete or incorrect or would be a breach of applicable laws and regulations.

While reasonable care has been taken we are not responsible for any loss or damages arising from the use of the data on the Platform, any reliance on the data on the Platform is made at your own risk.

We shall not be liable for the acts, omissions or insolvency of Hubwise as product provider.

## Your responsibilities

You will be responsible for any liability or loss suffered or incurred by us or Hubwise (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) as a result of your breach of these T&Cs or providing untrue or inaccurate information to us or Hubwise in connection with your Platform Account.

This clause will not apply if and to the extent that any liability or loss arises from any negligence, willful default, fraud or breach of duty on the part of us or Hubwise.

## Circumstances beyond our control

We shall not be responsible for any loss that you suffer as a result of events or circumstances which are beyond our reasonable control including without limitation any breakdown or failure of transmission or any computer failure or communication, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers, delays in transmission of instructions or notification, postal or other strikes or similar industrial action and/or terrorism, government action, failure of any relevant Exchange, clearing house and/or broker or fund manager to perform its obligations.

Other examples of when these circumstances apply could be when the loss occurred as a result of a natural disaster such as a flood or earthquake.

# General

## Delegation

As explained above we may appoint one or more third parties to assist in providing services under these T&Cs. We will ensure any person we delegate to is competent to carry out these functions and responsibilities. We will exercise appropriate oversight where this is the case to ensure that the Platform is delivered in accordance with these T&Cs. You authorise us to disclose to such delegate information regarding your Platform Account as may be necessary for such purpose.

## Data Protection

In the course of providing our services we will obtain and process your Personal Data. CASFS is data controller for the purposes of the Data Protection Legislation which means we are responsible for deciding how your Personal Data is used. All Personal Data relating to you that we process and hold for the purpose of providing services under this Agreement is held in accordance with the requirements of Data Protection Legislation.

We may disclose information concerning you and your Account to your Adviser.

Our Privacy Statement sets out how we use your Personal Data, who we may share it with, the legal basis for doing so and your rights under the Data Protection Legislation. Our Privacy Statement is available on our website at: [www.countrywideassured.co.uk](http://www.countrywideassured.co.uk).

In respect of a Hubwise Product opened with us via the Platform we will provide Hubwise with information regarding you and your Platform Account and you authorise us to provide this information. Hubwise will also be a data controller and are responsible for providing you with their privacy notice informing you how they use your Personal Data.

CASFS and Hubwise will use your information for the administration and servicing of your investments and other related activities. We may disclose your information to our agents and service providers for these purposes.

We reserve the right to use the information you or your Adviser provide to conduct searches using credit reference agencies to validate your identity and for the prevention of fraud. Searches we may conduct will appear on your credit reference as an identity check. We may also share your information with applicable regulators where required to do so under applicable law or regulation.

You should note that telephone calls may be recorded for training and monitoring purposes.

## Minor non-monetary benefits

We may give/receive minor non-monetary benefits to/from some of the firms we work with to offer you a better service. Benefits may include information relating to financial instruments or investment services; participating in conferences, seminars and training events; and minor hospitality (such as food and drink during a business meeting, conference, seminar or training event). Any costs we incur in provision of such benefits will not affect the charges you pay for our service. Further information regarding these arrangements is available on request.

## Complaints

If your complaint relates to the advice you have been given you should write in the first instance to your Adviser. If it concerns the service you have received from CASFS please write to:

CASFS, c/o Countrywide Assured,  
PO BOX 13493,  
Chelmsford,  
CM99 2GP.

We will handle your complaint in accordance with the FCA Rules governing complaints.

If you are not entirely satisfied with the response you receive you can complain to the Financial Ombudsman Service, an independent dispute resolution scheme, at:

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Taking your complaint to the Financial Ombudsman Scheme will not affect your statutory rights.

## Financial Services Compensation Scheme (FSCS)

As a retail client you may be able to claim compensation from the FSCS if Hubwise is declared in default and are unable to meet liabilities to you. Depending on the type of investments and the type of Hubwise Product that you hold, there will be limits to the amount of redress available from the FSCS.

Investment business is protected up to £85,000 per firm in which your monies are invested. The Appendix also explains the amount of redress that may be available in respect of the Products provided by Hubwise.

You can get more information at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme,  
PO Box 300,  
Mitcheldean,  
GL17 1DY

## Governing law

These T&Cs and any non-contractual obligations arising out of, or in connection with, them are governed by and are to be construed in accordance with laws of England and Wales. The information contained in these T&Cs and the Application is based on our understanding of current legislation and HMRC practice and could be affected by changes in legislation and practice.

If there is any conflict between these T&Cs and the ISA Regulations or other legislation relating to your Hubwise Products, the ISA Regulations and/or other legislation will prevail.

## Third party rights

A person who is not party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## Risks

Where you have an Adviser they are responsible for explaining the nature and risks of investment in any Hubwise Product, Asset or Model Portfolio, or other investment option provided to you through the Platform. You should ensure you understand the information supplied by your Adviser and refer to them if you have any questions. If you have not appointed an Adviser, we will supply the information to explain the nature and risks of the Platform and you will be responsible for ensuring you understand the information and ask any questions.

If you close a Hubwise Product you may be liable for certain tax charges, you should speak to us or your Adviser if you have any concerns.

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Platform products are provided by Hubwise Securities Limited (Hubwise) which is authorised and regulated by the Financial Conduct Authority, FRN: 502619. Hubwise is registered in England and Wales with No: 06071374, with registered office: Waverley Court, Wiltell Road, Lichfield, Staffordshire, WS14 9ET.  
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Registered office: Waverley Court, Wiltell Road, Lichfield, Staffordshire WS14 9ET.  
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[countrywideassured.co.uk](http://countrywideassured.co.uk)