

# Application Form for a Fixed Term Deposit Account

(For Modular iSIPP, iSIPP, eSIPP, Partnership SIPP,  
Wrap SIPP, Private Client SIPP and Select SIPP only)



## Application Guide

Please complete this form and return to James Hay Partnership using one of the following methods:

(1) **Fax** – Please complete the form in block capitals and send to fax number: 0845 850 4466 (or 0044845 850 4466 if faxing from outside the UK)

(2) **Post** – Please complete the form in block capitals and return it to: James Hay Partnership, Dunn's House, St Paul's Road, Salisbury SP2 7BF.

If you need any help to complete this form please call your Account Executive or our general enquiry number 0845 850 4455.

## 1 Your Details

Applicant to complete

Client Name

Client Address

  
  


Post Code

Client Date of Birth

       

Product Number

Country of Residency

Nationality

Dual Nationality

Names also known as

## 2 Amount of Deposit for this Account

Applicant to complete

Deposit Amount

£

(minimum £50,000 per account)

James Hay Partnership will arrange for the funds from the Product Bank Account to be moved to this new account.

## 3 Term of Deposit

Applicant to complete

Please indicate the term of deposit option you would like to apply for:

6 Month  12 Month  24 Month

## 4 Declaration

Applicant to complete

I/We instruct James Hay Partnership to open a Fixed Term Deposit Account with Close Brothers Ltd and I/we have read and agree to the Terms and Conditions under which it will be operated.

I/We accept that the terms of this offer are available to new or existing James Hay Partnership clients subject to a minimum deposit of £50,000.

Either: Client

Signature

Date

       

Or: Financial Adviser (on behalf of the Client)

Signature

Date

**5 Declaration - Please only complete this section if you are investing through a James Hay Partnership SIPP**

Applicant to complete

I agree and accept that this account will be established only in the name of James Hay Pension Trustees Limited and will not be held under joint trusteeship.

Client Signature

Date








**6 Account Opening Details**

James Hay Partnership to complete

Name to be opened in

Designation number

**7 Bank Details for Maturity**

James Hay Partnership to complete

Account Name

Bank Name

Bank Address



Post Code

Sort Code







Account Number

**8 James Hay Partnership Declaration**

James Hay Partnership to complete

We wish to open a Fixed Term Deposit Account with Close Brothers Ltd ('the Bank') in accordance with the published conditions which we acknowledge having received and to which we agree to be bound.

We confirm that the details set out above are complete and accurate. On maturity of the Fixed Term Deposit Account we request that the money is automatically returned to the bank account details specified in section 7.

Authorised Signatory of James Hay Pension Trustees Limited

Date









Authorised Signatory of James Hay Pension Trustees Limited

Date

## Fixed Term Deposit Account Terms and Conditions

These Conditions apply to the Close Brothers Ltd (the 'Bank') Fixed Term Deposit Account (the 'Account') that is available to SIPP clients, as part of James Hay Partnership's Cash Panel offer.

For the purpose of these Terms and Conditions:

- The term 'Business Day' shall mean days of the week excluding Saturdays, Sundays and English Public Holidays.
- Reference to 'James Hay Partnership' shall refer to James Hay Pension Trustees Limited for the SIPP products.
- Reference to 'You' and 'Your' shall refer to the Client who applies for the Account.

These Conditions may be varied. See Clause 1.12 for details.

### 1.1 ELIGIBILITY

This Account is available to:

New and existing James Hay Partnership clients subject to a minimum investment of £50,000 into each Fixed Term Deposit Account.

### 1.2 YOUR ADDRESS

The correspondence address held by James Hay Partnership in its administration records will be the one to which communications will be sent. You must notify James Hay Partnership in writing of any change of address.

### 1.3 OPENING AN ACCOUNT

Your Fixed Term Deposit Account is opened by the Bank once the Bank has received the application form and completed its due diligence.

### 1.4 RESTRICTIONS

The Bank may refuse to carry out or allow any transaction on the Fixed Term Deposit Account if it, or James Hay Partnership, is not reasonably satisfied of:

- (i) the identity or authority of any person requesting the transaction; or
- (ii) the lawfulness of the transaction.

The Bank will not be liable to you if it refuses to carry out or allow any transaction for these reasons.

### 1.5 DEPOSITS

- A. You must complete the attached Fixed Term Deposit Account Application Form to open an account. Faxed application forms are acceptable.
- B. When an instruction is received by James Hay Partnership to place a deposit in the Fixed Term Deposit Account, James Hay Partnership will then arrange the amount of the deposit to be transferred to the Fixed Term Deposit Account from the relevant trustee or product Bank Account by electronic bank transfer.
- C. You may not add additional money to a Fixed Term Deposit Account.
- D. All deposits must be in GBP Sterling.
- E. There is no right to cancel your investment once the Bank is in receipt of your deposit.

### 1.6 TERM

A Fixed Term Deposit Account is a fixed term investment, and the term options for this account are 6 months, 12 months and 24 months. The term is set when the deposit is received by the Bank. When the fixed term comes to an end the Bank will transfer your deposit and any interest accrued to the product Bank Account from which the deposit originated.

### 1.7 WITHDRAWALS/CLOSURE

You cannot make partial withdrawals from your Fixed Term Deposit Account before maturity, or close your Fixed Term Deposit Account early. In exceptional circumstances the Bank may allow you to close this Fixed Term Deposit Account early, in which case the Bank reserves the right to make a charge for this and no interest will be applied.

If you close your James Hay Partnership product, this account will be closed and no interest will be applied. Your deposit will be sent by CHAPS to the product Bank Account, from which the deposit originated. The Bank will not send your deposit to any other account.

### 1.8 INTEREST

- A. Details of the current interest rates applicable to this Account are available on the James Hay Partnership website at [www.jameshay.co.uk/Investments/CashPanel.aspx](http://www.jameshay.co.uk/Investments/CashPanel.aspx)
- B. Interest rates applicable to this Account are subject to change on a daily basis. The interest rate on this Account will be the prevailing rate on the day on which the money is deposited into the Account. This is likely to be 2-5 days after receipt of the application form by James Hay Partnership.
- C. All interest is paid up to the Business Day prior to maturity, or in accordance with Clause 1.11, in the event of your death, interest is accrued to the date of your death.
- D. Interest will automatically be paid gross.
- E. If the Fixed Term Deposit Account is terminated in accordance with Clause 1.7 the interest rates described in this Clause 1.8A will not apply. When the Bank transfers your initial deposit back to the product Bank Account from which the deposit originated no interest will be applied.
- F. If your Fixed Term Deposit Account is terminated in accordance with Clause 1.11 the interest rate described in Clause 1.8B will apply.
- G. We confirm that where the Bank pays James Hay Partnership a fee for introducing the Account, James Hay Partnership is entitled to retain this fee for its own benefit.

### 1.9 MATURITY

- A. Your deposit will be sent by CHAPS to the product Bank Account from which the deposit originated. The Bank will not send your deposit to any other account.
- B. You may not transfer your right to the repayment of your Fixed Term Deposit Account to anyone else.

### 1.10 THIRD PARTIES

The Bank's relationship is with you and the Bank will not recognise the interest or claim of any other person, unless it is required to do so by law.

### 1.11 DEATH

In the event of your death, when James Hay Partnership has received appropriate proof of title the Bank will terminate the Fixed Term Deposit Account and your deposit, plus any interest accrued to the date of your death, will be sent by CHAPS to the product Bank Account from which the deposit originated. The Bank will not send your deposit to any other account.

### 1.12 VARIATION OF THESE CONDITIONS

- A. The Bank may remove, change or add to these Conditions by giving you at least 30 Business Days personal notice in writing:
  - (i) to conform with or anticipate any changes in the law, Codes of Practice or recommendations of the Financial Conduct Authority;
  - (ii) to provide for the introduction of new or improved systems, methods of operation, services or facilities;
  - (iii) to enable it to harmonise its banking or charging arrangements;
  - (iv) to take account of a ruling by a Court, Ombudsman, regulator or similar body;
  - (v) to reflect market conditions;
  - (vi) to reflect general banking practice;
  - (vii) to make them clearer or more favourable to you; or
  - (viii) to rectify any mistake that might be discovered in due course.
- B. Further the Bank may remove, change or add to these Conditions by giving you fair and reasonable notice in writing, which shall be at least 30 Business Days personal notice, for any other reason that is valid.

### 1.13 TERMINATION

The Bank reserves the right to withdraw this facility at any time for new money. Existing accounts will then terminate at the end of the current term.

### 1.14 NOTICES

Any notice under these Conditions must unless otherwise specified be given:

- (i) to the Bank, by writing to James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.
- (ii) to you, using the most recent address you have given James Hay Partnership.

### 1.15 OUR LIABILITY TO YOU

- A. The Bank will be liable to you for any direct loss resulting from their negligence or any failure, delay or error in carrying out your instructions.
- B. Neither the Bank nor James Hay Partnership will be liable to you for loss of business, goodwill, opportunity or profit or any type of special, consequential or indirect loss whatsoever.
- C. If the Bank or James Hay Partnership is unable to provide services generally or any particular services to you because of any causes beyond their control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), the Bank or James Hay Partnership will not be liable to you for any loss which you may suffer.

### 1.16 GOVERNING LAW

These Conditions are governed by, and interpreted in accordance with, the laws of England and the English Courts will have exclusive jurisdiction. The law that will apply to the establishment of our relationship will be the same as the law that governs these Conditions.

### 1.17 TRANSFER

The Bank may transfer any of its rights and obligations under these Conditions to any other company or person. Any such transfer will not affect your rights under these Conditions.

### 1.18 IMPORTANT INFORMATION

- A. The Bank provides banking and savings products to customers. The Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 124750.
- B. The Bank is covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £85,000 of a depositor's total deposits with the Bank. Most depositors, including individuals and small firms, are covered. The Scheme covers deposits made with the offices of the bank within the European Economic Area and deposits denominated in all currencies are treated alike. Further details of the Scheme are available on request although full details of the scheme can be found on [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS: The Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsofen Street, London, E1 8BN.
- C. These Conditions are available only in English and all communications from the Bank or James Hay Partnership will be made in English and the Bank and James Hay Partnership will only accept communications and instructions from you in English.
- D. To help the Bank and James Hay Partnership improve service, we may record or monitor telephone conversations with you.
- E. If you have a complaint about a Fixed Term Deposit Account you should write to the Complaints Manager, James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

James Hay Partnership is able to provide literature in alternative formats. The formats available are: Large Print (as recommended by RNIB), Braille, Audio Tape and PC Disk. If you would like to receive this document in an alternative format please contact us on 0845 850 4455. For the hard of hearing and / or speech impaired, please use the Typetalk service via 18001 0845 850 4455.

Close Brothers Treasury and Close Brothers Savings are trading styles of Close Brothers Limited ('CBL'), a subsidiary of Close Brothers Group plc. CBL is registered in England and Wales with company number 195626 and registered office at 10 Crown Place, London EC2A 4FT. Close Brothers Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, firm reference number 124750. CBL is a member of the Financial Services Compensation scheme ('FSCS') which protects up to £85,000 of an eligible depositor's funds held with CBL. The FSCS limit relates to the total funds held by a depositor with CBL, including their share of any joint account and not to each separate account.

James Hay Partnership is the trading name of James Hay Insurance Company Limited (JHIC) (registered in Jersey number 77318); IPS Pensions Limited (IPS) (registered in England number 2601833); James Hay Administration Company Limited (JHAC) (registered in England number 4068398); James Hay Pension Trustees Limited (JHPT) (registered in England number 1435887); James Hay Wrap Managers Limited (JHWM) (registered in England number 4773695); James Hay Wrap Nominee Company Limited (JHWNC) (registered in England number 7259308); PAL Trustees Limited (PAL) (registered in England number 1666419); Santhouse Pensioner Trustee Company Limited (SPTCL) (registered in England number 1670940); Sarum Trustees Limited (SarumTL) (registered in England number 1003681); Sealgrove Trustees Limited (STL) (registered in England number 1444964); The IPS Partnership Plc (IPS Plc) (registered in England number 1458445); Union Pension Trustees Limited (UPT) (registered in England number 2634371) and Union Pensions Trustees (London) Limited (UPTL) (registered in England number 1739546). JHIC has its registered office at 3rd Floor, 37 Esplanade, St Helier, Jersey, JE2 3QA. IPS, JHAC, JHPT, JHWM, JHWNC, SPTCL, SarumTL and IPS Plc have their registered office at Trinity House, Buckingham Business Park, Anderson Road, Swavesey, Cambs CB24 4UQ. PAL, STL, UPT and UPTL have their registered office at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. JHIC is regulated by the Jersey Financial Services Commission and JHAC, JHWM, IPS and IPS Plc are authorised and regulated by the Financial Conduct Authority. The provision of Small Self Administered Schemes (SSAS) and trustee and/or administration services for SSAS are not regulated by the FCA. Therefore, IPS and IPS Plc are not regulated by the FCA in relation to these schemes or services.(01/14)