

# **Junior Stocks & Shares ISA (JISA) Terms of Business & Declaration**

July 2021

These terms and conditions form part of the legal agreement between you and Fundment Limited.

This document contains additional terms and conditions that will apply if you subscribe for a Junior ISA. It should be read in conjunction with the Fundment Platform Terms of Business and each of the other documents we have sent to you in relation to a Junior ISA.

## **Information about us and our regulator**

Fundment® is the registered trademark of Fundment Limited, which is authorised and regulated by the Financial Conduct Authority (with firm registration number: 732727) and is an HM Revenue & Customs approved ISA plan manager. The company is registered in England and Wales with Company No. 08884918 and registered office at 66-67 Newman Street, London, W1T 3EQ.

## 1. GENERAL

- 1.1 Unless otherwise stated, capitalised terms used in this document have the meanings given to such terms in the Fundment Platform Terms of Business (the “**Platform Terms of Business**”).
- 1.2 This document is the “JISA Terms and Conditions” referred to and defined in the Platform Terms of Business.
- 1.3 The declaration set out below is the “Declaration” referred to and defined in the Platform Terms of Business.
- 1.4 In this document:
- 1.4.1 “**Child**” means the Child in whose name the JISA Account is opened or to be opened; and
- 1.4.2 “**JISA Account**” is a reference to the Junior ISA account which you have applied to open (or, upon and following successful opening of the account, have opened) with us in your own name (if you are the Child in whose name the account is opened) or in the name of a particular Child (if you have opened an account on a Child’s behalf).
- 1.5 This document should be read together with the Platform Terms of Business and all other relevant documentation listed in the ‘General Terms’ section of the Platform Terms of Business, which together comprise the Agreement between us and you in relation to the JISA Account.

## LEGAL AND REGULATORY MATTERS

- 1.1 Fundment Limited is the plan manager of the Junior ISA.
- 1.2 A Junior ISA is subject to the Individual Savings Account Regulations 1998 (the “**HMRC Rules**”).
- 1.3 Any investments and/or cash in a JISA Account cannot be used as security for a loan except to the extent permitted by the HMRC Rules.
- 1.4 A person opening a JISA Account on behalf of a Child will be designated as the ‘Registered Contact’ for that JISA Account. Although the Registered Contact will be authorised to give us instructions in relation to a JISA Account and will be the person to whom we send correspondence and statements relating to that JISA Account, any investments and/or cash in that JISA Account will be beneficially owned by the Child for whom it has been opened.
- 1.5 A Child can only have a junior cash ISA, a junior stocks and shares ISA or one of each at any time.

## CONFLICTING TERMS

- 2.1 In the event of a conflict between this document and the Platform Terms of Business, this document shall prevail.
- 2.2 In the event of any conflict between the Agreement and the HMRC Rules, the HMRC Rules shall prevail.

## 3. ACCOUNT OPENING

- 3.1 To open a JISA Account, the person applying to open the JISA Account must be:
  - 3.1.1 an Eligible Child (see **clause** 4.2 below) who is over the age of 16;
  - 3.1.2 a person who is over 16 with a lasting power of attorney for an Eligible Child;
  - 3.1.3 a person who is over 16 who has parental responsibility for an Eligible Child; or
  - 3.1.4 the Share Foundation (note that a Junior ISA account can be opened by ‘The Share Foundation’ for a Child who has been looked after by a Local Authority for a continuous period of at least 12 months commencing after 2 January 2011).
- 3.2 An “**Eligible Child**” is a Child who at the time an application to open a JISA Account is made:
  - 3.2.1 does not have another Junior ISA which is a stocks and shares Junior ISA;
  - 3.2.2 is not eligible for or does not otherwise benefit from a Child Trust Fund; and
  - 3.2.3 is resident in the UK or, if not resident in the UK:
    - 3.2.3.1 is the Child of a person performing duties as a crown employee serving overseas who is paid out of the revenue of the United Kingdom (typically a serving member of the armed forces, diplomatic service or overseas civil service); or
    - 3.2.3.2 is the Child of a person who is married to or in a civil partnership with, or is a dependant of, a person performing the duties described in **clause** 4.2.3.1 above.
- 3.3 If an existing stocks and shares Junior ISA is being transferred to us from another approved provider, we can only accept transfers of all (but not part only) of that stocks and shares Junior ISA.

#### **4. WITHDRAWALS AND TRANSFERS OUT**

4.1 In line with HMRC rules, withdrawals from the JISA Account shall not be permitted:

4.1.1 until the Child in whose name the JISA Account is opened reaches the age of 18; or

4.1.2 unless the Child is terminally ill, and a terminal illness claim has been agreed in line with the HMRC Rules.

4.2 We can only process transfers of all (but not part only) of a stocks and shares Junior ISA to another approved provider.

#### **5. INCOME**

All income from the JISA Account will be handled in accordance with **clause 19** of the Platform Terms of Business, but you cannot elect to have income from the JISA Account paid out to a Nominated Bank Account or any other bank account.

#### **6. MAKING AND CHANGING INVESTMENTS**

You can purchase and sell the investment held in the JISA Account at any time, subject to the Platform Terms of Business.

#### **7. RENEWAL**

Subject to **clause 9.2** below, unless otherwise instructed we will automatically renew the JISA Account at the start of each successive tax year.

#### **8. AGE RELATED MATTERS**

8.1 The Child may take control of the JISA Account when they reach the age of 16 but will not be permitted to make withdrawals from it until they reach the age of 18. When the Child is approaching their 18<sup>th</sup> birthday we will write to them confirming options available in relation to their JISA Account and telling the child what action needs to be taken at that time.

8.2 When the Child in whose name a JISA Account is opened reaches the age of 18:

8.2.1 we will not accept new subscriptions into the JISA Account from this point; and

8.2.2 we will convert the JISA Account into an “adult” ISA Account absent instructions to the contrary.

## **9. REGISTERED CONTACTS**

Details of the Registered Contact can only be changed with the consent of the existing Registered Contact unless certain circumstances exist (for example, the death or incapacity of a Registered Contact, where a Registered Contact ceases to be a Child's legal guardian or to have parental responsibility for that Child, or the Registered Contact cannot be contacted).

## **10. ACCOUNT CLOSURE**

- 10.1 You can request the partial or full closure of the JISA Account (and we may close the JISA Account) in accordance with the Platform Terms of Business.
- 10.2 In addition, we may close the JISA Account without giving you notice for legal reasons, including (without limitation) if the JISA Account has lost or will lose its tax efficient status under the HMRC Rules.
- 10.3 If the JISA Account is closed, we will not re-open it for replacement subscriptions during the then current tax year. Any replacement subscriptions must be made prior to the closure of the JISA Account.

## **11. IN THE EVENT OF DEATH**

- 11.1 If the Child in whose name the JISA Account is opened dies, the JISA will be valued for probate as at the date of death and handled as instructed by the executor or administrator of the Child's estate.
- 11.2 If we are notified of the death of the Child in whose name the JISA Account is opened, the JISA will be designated as a 'continuing account of a deceased investor' in accordance with the HMRC Rules. The JISA Account will remain as a 'continuing account of a deceased investor' until the earlier of:
  - 11.2.1 the completion of the administration of the Child's estate;
  - 11.2.2 the closure of the JISA Account; and
  - 11.2.3 the third anniversary of the Child's death.
- 11.3 During the period when the JISA Account is designated a 'continuing account of a deceased investor', no payments may be made into it but the existing investments will continue to be held and will continue to benefit from JISA tax advantages.
- 11.4 Any interest, dividends, or gains in respect of Investments in the JISA will be exempt from UK income tax and capital gains tax.
- 11.5 If the administration of the Child's estate has not been finalised by the third anniversary of the Child's death, the JISA will cease to be "continuing account of a deceased

investor” and the investments in the JISA will become subject to income tax and capital gains tax.

- 11.6 If an Adviser has been appointed, they will be responsible for working with the relevant legal personal representatives to provide the information that we require.

## **12. NO ADVICE**

Please seek advice from an independent authorised financial adviser if you have any questions in relation to an JISA Account or JISAs generally. Fundment does not provide financial, investment or tax advice and you acknowledge that you have not and will not receive any such advice from us relating to our Services, any Product, any investment or its or their suitability for you.

## DECLARATION

I apply to subscribe for a stocks and shares Junior ISA (the “**Fundment JISA**”) for the current tax year, and each subsequent tax year in which I choose to make a subscription, until further notice.

### **If I am not the Child in whose name the Fundment JISA will be opened, I declare that:**

- I have had the opportunity to read this document carefully, along with the Platform Terms of Business and all other relevant documentation listed in the ‘General Terms’ section of the Platform Terms of Business and I hereby confirm my understanding and acceptance of their terms;
- I am over 16 years of age and I have parental responsibility for the Child;
- The Child does not have a Child Trust Fund account;
- I will be the Registered Contact for the Fundment JISA;
- The Child is resident in the UK, or the child is not resident in the UK but is the Child of a UK Crown servant, a dependant of a UK Crown servant or is the dependent of a person who is married to or in a civil partnership with a UK Crown servant;
- I am not aware of any other stocks and shares Junior ISA held for the Child’s benefit;
- The Child has not subscribed and will not subscribe to another stocks and shares Junior ISA;
- I am not aware of other Junior ISA subscriptions that will result in the Child exceeding the annual limit;
- I will not knowingly make subscriptions to Junior ISAs for the Child that will result in the subscription limit being exceeded;
- I have not received and will not seek advice from Fundment Limited in connection with my application or the Fundment JISA; and
- The declarations and confirmations contained in this document and the information provided by me or on my behalf in or in connection with my application are correct to the best of my knowledge and belief and shall be the basis of the contract between me and Fundment. I will notify Fundment immediately of changes to any of these details.

### **If I am the Child in whose name the Fundment JISA will be opened, I declare that:**

- I have had the opportunity to read this document carefully, along with the Platform Terms of Business and all other relevant documentation listed in the ‘General Terms’ section of the Platform Terms of Business and I hereby confirm my understanding and acceptance of their terms;

- I am over 16 years of age;
- I do not have a Child Trust Fund account;
- I am resident in the UK, or I am the Child of a UK Crown servant, a dependant of a UK Crown servant or the Child of a person who is married to or in a civil partnership with a UK Crown servant;
- I have not subscribed and will not subscribe to another stocks and shares Junior ISA;
- I am not aware of any other stocks and shares Junior ISAs held for my benefit;
- I am not aware of other Junior ISA subscriptions that will result in me exceeding the annual limit;
- I will not knowingly make Junior ISA subscriptions that will result in the subscription limit being exceeded;
- I have not received and will not seek advice from Fundment Limited in connection with my application or my Fundment JISA; and
- The declarations and confirmations contained in this document and the information provided by me or on my behalf in or in connection with my application are correct to the best of my knowledge and belief and shall be the basis of the contract between me and Fundment. I will notify Fundment immediately of changes to any of these details.

**I authorise Fundment to:**

- Hold cash subscriptions, investments, interest (if any), dividends (if any) and any other rights or proceeds in respect of those investments and any other cash on my behalf (if the Fundment JISA is in my name) or on behalf of the Child in whose name the Fundment JISA is opened.
- Arrange any transfer of an existing JISA held with a different provider to my Fundment JISA, as and when I submit a request to Fundment for this purpose;
- Obtain from any current provider and any financial intermediary named in my application, and to release to them, any information about me that may be required to enable the transfer of sums and assets to the Fundment JISA;
- Accept instructions from my appointed intermediary with regard to all aspects of the Fundment JISA; and
- Where required under applicable law, share information about me and the Fundment JISA with HMRC and any other applicable governmental or regulatory bodies or tax authorities.

These Terms and Conditions are issued by Fundment Limited which is authorised and regulated by the Financial Conduct Authority.

Registered in England and Wales.