

GOHENRY INVESTMENT SERVICES TERMS AND CONDITIONS

Last updated on August 2023

SECTION 1 - GENERAL TERMS

These GoHenry Investment Services terms and conditions (the “**Terms and Conditions**”), together with our Cardholder Terms and Conditions and our Privacy Policy (together the “**Terms of Use**”), govern the use of the GoHenry Investment Services available through the GoHenry app. Please read them carefully and make sure that you understand them. We may amend these Terms and Conditions from time to time. If there is anything contained in these Terms and Conditions that you do not understand, please do not hesitate to get in touch with us at support.investment@gohenry.co.uk.

It is important that you understand that any investment made through the GoHenry Investment Services is at your own risk and subject to potential loss in value. We offer no guarantee as to its performance. Furthermore, we do not provide financial, legal, investment or tax advice and will not be regarded as having done so. You are solely responsible for making your own independent assessment of the risks of transactions (and seeking advice from advice-giving experts if necessary). If you are unsure on any matter, you should consider taking specialised professional advice, such as financial advice, legal and tax advice in relation to your individual circumstances and requirements.

Please note that products governed by these Terms and Conditions are only available to residents of the United Kingdom. For the avoidance of doubt, the products governed by these Terms and Conditions are not available to residents of the United States of America (“**U.S. Person(s)**” and in **accordance** with the definition provided in Appendix 1). We reserve the right to cancel any product governed by these Terms and Conditions immediately if we establish that you are a U.S. Person.

1. General

These Terms and Conditions are between you, the GoHenry Parent, and GoHenry Family Finance Limited, with the company number 12920518 and a registered office at Stirley House, Ampress Lane, Ampress Park, Lymington, United Kingdom, SO41 8LW. References to “**GoHenry**”, “**us**”, “**our**” and “**we**” means GoHenry Family Finance Limited.

References to “**client**”, “**you**” and/or “**your**” means any GoHenry Parent who uses the GoHenry Investment Services.

In these Terms and Conditions, capitalised terms and expressions shall have the meanings given to them in the Glossary (provided at Appendix 1) or the GoHenry Terms of Use, unless the context requires otherwise.

2. Regulated status

GoHenry Family Finance Limited with Financial Conduct Authority (“**FCA**”) Firm Reference Number 943071 is an appointed representative of Resolution Compliance Limited (“**RCL**”), a company registered in England and Wales under company number 07895493 and its registered office is at 4 St. Paul’s Churchyard, London, EC4M 8AY. Resolution Compliance Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 574048

3. Customer protection

Both we and RCL will treat you as a Retail Client as defined by the FCA Rules. This entitles you to certain protections under these rules. For further information, please consult the FCA handbook: www.handbook.fca.org.uk/handbook.

We will treat you as a Retail Client unless you have agreed and we have otherwise informed you in writing. It is open to you to request a different client categorisation to the one which we have given you, but we may, in our sole discretion, reject any such request.

Please also see clause 24 of Section 1 of these Terms and Conditions in respect of compensation rights under these Terms and Conditions.

4. Services

GoHenry has entered into an agreement with Seccl Custody Limited ("**Seccl**", "**Custodian**"), on behalf of ourselves and each of our clients where Seccl has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this Agreement. Seccl, with company number 10430958, has its registered office at 20 Manvers Street, Bath, BA1 1JW and is authorised and regulated by the FCA under Firm Reference Number 793200. The current terms and conditions of Seccl and the principal terms of the agreement with them as it applies to our clients, including you, are set out or summarised in these Terms and Conditions.

We will provide you with the following "**GoHenry Investment Services**" through the GoHenry app, except where you hold a product governed by these Terms and Conditions and do not hold a GoHenry account (and in compliance with clause 16 of Section 1 of these Terms and Conditions):

- Access and use of the Junior Individual Savings Account (the "**JISA Account**"); and
- Updates and reporting on your JISA Account.

If you no longer hold a GoHenry account, you will not have access to the GoHenry app and we will therefore not be able to provide you with all of the GoHenry Investment Services. However, we will continue to provide you with updates and reports on your JISA Account via the email address you used to sign-up for a GoHenry account (or other such email address as notified to us by you).

The Custodian will provide you with the following services under these Terms and Conditions:

- Execution of your investment instructions;
- Custody of assets and custody of money offered through the JISA Account; and
- JISA management through the JISA Account.

5. Availability

We promise to always do our best to ensure that the GoHenry Investment Services are available for you to use at any time, but please know there may sometimes be delays to our services and times when the GoHenry Investment Services are not available. In certain circumstances, we may restrict or suspend your access and use of the GoHenry Investment Services feature if we consider it necessary, including

without limitation because of technical problems, maintenance or regulatory reasons, or if we decide it is sensible for your protection.

6. Custody arrangements

We have selected Seccl to provide clearing and settlement, safe custody and associated services for our clients who are subject to these Terms and Conditions, as described further in clause 4 of Section 1 above. GoHenry is responsible for providing the GoHenry Investment Services which includes providing the JISA Account.

By opening a JISA Account, you agree to the Custodian's JISA terms and conditions in Section 2 of these Terms and Conditions.

For the avoidance of doubt, we will be responsible for providing you the JISA Account but not for the constituent investments held within it. The arrangements with the Custodian described in these Terms and Conditions mean that you will remain a client of ours. The Custodian will be directly responsible to you for the provision of JISA management services. GoHenry is responsible for the provision of accounts, including trade execution and settlement, and safe custody of assets. GoHenry has appointed the Custodian to carry out these services. We shall not be responsible to you for the actions or failures of the Custodian and the Custodian shall not be responsible to you for our actions or failures.

These Terms and Conditions together with the information we have provided to you via the GoHenry Investment Services and the GoHenry app, and the information you have provided to us via the GoHenry Investment Services and the GoHenry app constitute the agreement between you and GoHenry and will become legally binding when you accept these Terms and Conditions. However, please note that the Custodian will only start to provide services if and when you open a JISA Account and, accordingly, the JISA terms and conditions set forth in Section 2 below, will only be applicable after that time.

These Terms and Conditions have no minimum duration period and are governed by the laws of England and Wales. If any provision of these Terms and Conditions is or becomes invalid or unenforceable, the relevant provision will be treated as if it were not in these Terms and Conditions, and the remaining provisions will still be valid and enforceable.

As your agent, we and Resolution Compliance are authorised to: (i) appoint the Custodian and to agree and enter into an agreement with the Custodian on your behalf; (ii) give instructions to the Custodian and provide information concerning you to the Custodian, and the Custodian is entitled to rely on such instructions and information without contacting you directly; (iii) terminate the appointment of the Custodian and to instruct the Custodian to transfer the JISA Account and the assets and cash in relation to your JISA Account to an alternative provider selected and appointed by you, provided in doing so we act in accordance with the FCA Rules and all applicable laws.

The additional terms that apply to the services provided to you by the Custodian are set out in Section 2 of these Terms and Conditions, as well as the Custodian's Custody Terms (the "**Custody Terms**") which can be found [here](#).

7. Risk Warnings

We have compiled a summary of the main risks that are associated with using the GoHenry Investment Services. This list is **not** exhaustive but should act as a guide for you to better understand the risks involved.

- We do not provide investment advice and will not be regarded as having done so. You are solely responsible for making your own independent assessment of the risks of transactions (and seeking advice from advice-giving experts if necessary). If you are unsure on any matter, you should consider taking specialised professional advice, such as financial advice, legal and tax advice in relation to your individual circumstances and requirements.
- The value of your investment is not guaranteed and prices may go down as well as up. You may get back less than the amount that you originally invested. Past performance is not an indication of future results.
- External factors may cause the value of your investments to fall. You are not certain to make a profit. You may make a loss. You may lose your entire investment.
- If the value of your investment changes by less than the rate of inflation, it will have less buying power in the future.
- All UK residents are subject to the UK taxation regime. As a result of using the GoHenry Investment Services, your tax position may change. Levels of tax, tax rules and tax relief are subject to change. You have sole responsibility for the management of your legal and tax affairs and if you are unclear as to what your position is, you should seek professional advice.
- Investments made in investment funds denominated in currencies other than pounds sterling or, alternatively, investments that are denominated in currencies other than pounds sterling, give rise to exchange rate risk.

8. Fees

Our fees and charges are as set out in Appendix 2 of these Terms and Conditions. We may change these rates from time to time and will notify you of those changes by notification in the GoHenry app and by email, at least 30 days in advance of any such changes taking place. The latest version of these Terms and Conditions will always be available on GoHenry's website at <https://www.gohenry.com/uk/terms-and-conditions/>.

We shall facilitate payment of fees (plus VAT, if any) payable by you. If the available funds are insufficient, we may sell assets held as part of your JISA Account to cover such charges.

You should familiarise yourself with the fund documentation including the Key Investor Information Document, which will detail any fees or charges levied by the fund you have chosen.

9. Requirements

In order to open a **JISA** the following requirements must be true:

- your child is a resident in the UK
- you have parental responsibility for the child
- your child is not a U.S. Person
- your child is under 16 years of age or under, on the date of application

- you have not subscribed the child to any other Stock & Shares JISA or have a Child Trust Fund (“CTF”), unless you are transferring either to us.

You agree to notify us immediately if any of these requirements cease to be correct.

To prevent a potential void JISA Account situation, please pay careful consideration to the declaration that you need to sign when opening the JISA Account. Please notify us if, for any reason, you believe the declaration that you have signed may be invalid.

If we suspect or become aware of a JISA Account void situation, we will contact you by email to ask you to reconfirm certain details. If it is confirmed that the JISA Account is void, we will look to sell any investments on your behalf and, once settled, any cash will be returned to you. Please note, in the case of a void JISA, the JISA tax wrapper is removed.

We reserve the right to reject your application at our discretion without giving you a reason. We will typically open your JISA Account once we have validated your identity to our satisfaction.

10. Contributions

Payments into the JISA Account (“**Contributions**”) must be in sterling and can be made as one-off card payments, single or regular payments or any other payment method that GoHenry may make available via the GoHenry app.

Contributions may be subject to certain minimums and maximums. We may change the minimum or maximum Contributions from time to time.

To comply with anti-money-laundering legislation, we may require you to provide additional documentation in support of a Contribution, and we may decline any Contribution entirely at our discretion.

When we receive Contributions from you, we will allocate 99.5% of the Contribution to be invested and 0.5% of the Contribution will be reserved as cash to pay the fees and charges as set out in Appendix 2. We may change these rates from time to time, where necessary, and will notify you of any such changes by notification through the GoHenry App, by email and publication on our website, at least 30 days in advance of any such changes taking place.

11. Withdrawals

Please note that investments may **not** be withdrawn from a JISA Account, except: (i) after your child’s 18th birthday; (ii) where your child is terminally ill or dies; or (iii) as otherwise permitted under the HMRC Regulations.

On your child’s 18th birthday, the JISA will remain in a tax-free wrapper, but further Contributions cannot be made. Your child will have the option to either: (a) cash-out their JISA; or (b) transfer their investment to another Individual Savings Account (“**ISA**”) provider. We will contact your child by email on or shortly after their 18th birthday to confirm their instructions. The funds will remain invested until we receive instructions from your child. We will also notify you by email, up to one year in advance, to remind you

that management of the JISA Account will be transferred to your child on their 18th birthday and we will provide you with further information on this process.

12. Transfer outs

You can transfer out your JISA Account to another provider at any time, subject to the applicable legislation and HMRC and ISA regulations (“**Transfer Out**”). You will need to contact your new JISA provider and make arrangements for the Transfer Out in accordance with their requirements.

You may only Transfer Out your entire JISA; partial transfers are not permitted.

13. Death

Should your child die before they reach 18 years of age, the JISA Account will close and the investment will become a part of the child’s estate.

14. Instructions

When you use the GoHenry Investment Services to select or make changes to the investments held in the JISA Account, and/or to indicate your intention to undertake an investment transaction, such use and interaction will constitute your instructions to us which we will then transmit (as appropriate) to the Custodian. You acknowledge and agree that all instructions and authorisations given by you in relation to the JISA Account must be sent by you personally and by no other person. You acknowledge and agree that all instructions are effective when they are received by the Custodian. When we receive an instruction from you, we will use all reasonable endeavours to ensure that the instruction is transmitted to the Custodian as accurately and timely as possible.

Where a delay occurs in transmitting an instruction due to factors outside of our reasonable control (including, without limitation, where the relevant interface is unavailable), we will ensure that your instruction is transmitted to the Custodian as soon as reasonably possible. However, we will not otherwise be responsible for any delay.

When relaying instructions from you to undertake an investment transaction, we shall apply the [Custodian Order Execution Policy](#). By entering into these Terms and Conditions you agree and consent to this Policy.

Sections 2 of these Terms and Conditions and the Custody Terms sets out the Custodian’s obligations and duties with respect to instructions that are sent to them from us in relation to your JISA Account.

15. Communications

We may communicate with you about the GoHenry Investment Services and the investments held within the JISA Account at any time through the GoHenry app or by email. All communications between us will be in the English language. We cannot guarantee that electronic communications between us will be successfully delivered. We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost, not delivered, delayed, intercepted, corrupted or otherwise altered.

We may act on any instruction which we reasonably believe to be from you. We will not be liable if we carry out an instruction which is not genuine or for not investigating any instruction we reasonably believe to be genuine. We will not be liable for any error of transmission or misunderstanding.

16. Reports

We are responsible for providing to you all contract notes in respect of all investment transactions carried out by you via the GoHenry Investment Services and all reports that are required to be provided to you in accordance with the FCA Rules ("**Reports**"). These Reports will include details of all transactions during the relevant period, details of the contents of your JISA Account, the current market value and the basis of valuation, income and fees charged. In accordance with the FCA Rules and applicable legislation, you will be provided with Reports at least twice a year.

Where you hold a JISA Account but do not hold an active and/or open GoHenry account, you will not have access to the GoHenry app to view your JISA Account or Reports. Instead, we will send you a JISA Account Report by email at quarterly intervals.

You agree that GoHenry will provide Reports to you as part of the GoHenry Investment Services. Whilst we shall be responsible for making available to you any Reports, you acknowledge and agree that we shall not be responsible for any inaccuracies or omissions in the Reports we provide to you as this is the responsibility of the Custodian.

17. Referrals

Where appropriate, we may offer to refer you to third parties to provide certain additional services. We will not make any such referral without your approval. We may pay (or receive from third parties), fees in relation to referrals of business. In making or receiving any such referral and making or receiving such payments, we will act in accordance with the FCA Rules and all applicable laws.

18. Personal data

By using the GoHenry Investment Services you hereby consent to our processing of your personal data in accordance with our [Privacy Policy](#).

19. Liability

We will not be liable for any loss incurred by you which arises, either wholly or in part, as a result of an event which is beyond our reasonable control to prevent. We are never in control of your Contributions or investments. We are not responsible for any loss of value, or loss of profit, in any investment acquired or disposed of (or not acquired or disposed of) at your request, unless and to the extent that such loss results from fraud, wilful misconduct, or breach of regulatory duty by us or any of our employees. No provision of these Terms and Conditions will or is intended to restrict, qualify or exclude any duty owed to you under applicable laws relating to the provision of services or under the FCA Rules. For further information about your rights under these applicable laws contact your local Citizens' Advice Bureau. In addition, nothing in this clause will act to limit our liability (i) for our breach of applicable law, (ii) wilful misconduct, or (iii) to the extent that such liability cannot be limited as a matter of law, including liability for fraud, death or personal injury caused by our negligence.

Subject to the foregoing, our liability to you, whether in contract, tort (including negligence) or otherwise, will not exceed a sum equal to the charges that have been paid to us in respect of your investments in the twelve-month period preceding the event giving rise to any such liability.

You will be responsible for any liability or loss suffered or incurred by GoHenry as a result of your breaching these Terms and Conditions or providing untrue, inaccurate or incomplete information.

20. Termination

You have 14 days to cancel the JISA Account if you change your mind (pursuant to clause 11 of Section 2 – Junior ISA Terms below). This 14-day cancellation period begins from the date you make the first contribution to the JISA Account and you can cancel the account by contacting our dedicated Junior ISA team at support.investment@gohenry.co.uk. Transactions already in progress will be completed in the normal course of business. If the value of the JISA Account has fallen, the amount you get back will be less than the amount that has been invested.

If you do not cancel within the 14-day cancellation period and you change your mind, you will **only** have the option to Transfer Out to another provider (as described in clause 12 of Section 1 of these Terms and Conditions), as Junior ISAs may not be closed (except as provided for at clause 11 of Section 1 of these Terms and Conditions).

We will cancel or Transfer Out (“**Terminate**”) your JISA Account as soon as practicable after receiving your notice to Terminate these Terms and Conditions. Our fees (as set out in Appendix 2 of these Terms and Conditions) shall continue to apply until all transactions in progress have been completed and the JISA Account has been Terminated.

We may terminate these Terms and Conditions effective immediately if: (i) we reasonably believe that providing you with a service exposes us to action or censure from any law enforcement, government or regulatory body; (ii) either you or the Custodian Terminate your JISA Account; (iii) we reasonably believe that you have materially breached these Terms and Conditions or have otherwise provided us with false or misleading information; (iv) we reasonably believe you are using or allowing another person to use your GoHenry account illegally or for criminal activity; (v) we reasonably believe you have behaved in an inappropriate manner; (vi) if your JISA Account breaches the ISA Regulations for any reason. Where we terminate these Terms and Conditions immediately, we will inform you in writing of our decision and our reasons for making that decision.

21. Amendments and Notice

We may amend these Terms and Conditions at our sole discretion for any reason we consider necessary or appropriate. Your continued use of the GoHenry Investment Services and JISA Account after any changes are posted will mean that you agree to be bound by the Terms and Conditions as amended.

We may modify these Terms and Conditions from time to time with 30 days’ notice. We will notify you of those changes by notification in the GoHenry app and by email. You may terminate this agreement within that 30 day period if you do not wish to be bound by any such changes by contacting support.investment@gohenry.co.uk, and if we do not receive such termination notice from you, you will then be bound by the Terms and Conditions as amended. In the event that you elect to terminate under this provision, the current Terms and Conditions will apply until such time that your assets are Transferred Out.

We may, from time to time, enter into agreements with other third parties as your agent and which bind you. This may include custody and trading services. We will only enter into such agreements with lawfully authorised companies and will inform you by notification in the GoHenry app and by email with at least 30 days’ notice prior to doing so. You may terminate this agreement within that 30 day period if you do not wish to be bound by any such agreements by contacting support.investment@gohenry.co.uk,

and if we do not receive such termination you authorise us to enter into such agreements as your agent. In the event that you elect to terminate under this provision, the current Terms and Conditions will apply until such time that your assets are Transferred Out.

If we propose to make any changes to these Terms and Conditions that we consider are not detrimental to you, we can make these changes with immediate effect.

22. Complaints

If you have any complaints in relation to your JISA Account, please contact us on complaints.investments@gohenry.co.uk or send a letter to the following address: GoHenry Family Finance Investment Complaints, Abbey House, 282 Farnborough Road, Farnborough, GU14 7NA. We will acknowledge your complaint promptly and arrange for the matter to be investigated in accordance with the rules of the FCA and report the results to you.

If we are unable to resolve the complaint within 3 business days, we will refer the complaint to our Principal firm, Resolution Compliance Limited, to complete and communicate the outcome of the investigation to you.

If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the FCA, you will have recourse to refer your complaint to the Financial Ombudsman Service within 6 months of our final response:

Address: Financial Ombudsman Service (FOS), Exchange Tower London, E14 9SR.

Email: You can also email them on complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567.

Website: Further information can be found on the FOS' website www.financial-ombudsman.org.uk.

23. Conflicts of interest

We or anyone connected with us, may carry out certain transactions for you where we have a duty that may conflict with our duty to you. We will manage any such conflict or potential conflict to ensure that it does not materially affect the transactions we carry out for you. We will inform you if we consider that we cannot adequately manage a conflict. This disclosure will permit you to evaluate whether it is appropriate to continue using our services in respect of the pertinent conflict.

24. Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") which pays compensation for financial loss to eligible claimants if the Custodian has ceased trading or has been declared to be in default and unable to meet their respective obligations. Further information about compensation is available on FSCS'S website www.fscs.org.uk.

Please note however that if your investment underperforms or loses value because of market movements, this is not covered by the FSCS. Your capital is at risk when investing in a Junior ISA through GoHenry.

25. Third Parties

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.

26. Governing Law

Any dispute arising in connection with this Agreement will be governed by and construed in accordance with English law and the English courts will have non-exclusive jurisdiction to settle any such dispute.

If any provision of these Terms and Conditions become invalid or unenforceable, the relevant provision will be treated as if it were not in the Terms and Conditions, and the remaining provisions will still be valid and enforceable.

SECTION 2 - JUNIOR ISA TERMS

These Terms apply to the GoHenry Stocks and Shares Junior Individual Savings Account (“**JISA**”).

In the event of any conflict between these JISA Terms and any other Terms, the JISA Terms will apply.

In these terms “**SCL**” means **Seccl Custody Limited**, who is the Junior ISA Manager. SCL is registered in England and Wales with the company number 10430958 and a registered office at 20 Manvers Street, Bath, BA1 1JW. SCL is authorised and regulated by the Financial Conduct Authority, under Firm Reference Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. COMMENCEMENT

- 1.1 Your GoHenry JISA account will not start until GoHenry has validated your identity to their satisfaction and your first subscription or transfer amount is received by SCL.
- 1.2 The JISA allows you to invest separately on behalf of a child, subject to an upper annual subscription limit. When the child for whom a JISA is opened reaches the age of 18, it automatically converts into a SCL Stock & Shares ISA held in their own name, unless you Transfer Out before this date. No further contributions to your GoHenry JISA account will be permitted after this date.

2. YOUR JUNIOR ISA

- 2.1 A child can hold a maximum of one cash JISA and one stocks and shares JISA at any time up to the age of 18. Any JISA held can be transferred to different providers.
- 2.2 Your GoHenry Stocks and Shares JISA is subject to the Individual Savings Account Regulations 1998 (“**ISA Regulations**”) and, in the event of any inconsistencies between the ISA Regulations and these JISA Terms, the ISA Regulations will prevail.

3. ABOUT YOUR JISA MANAGER

- 3.1 SCL is approved by HM Revenue & Customs for these purposes.
- 3.2 SCL will manage your GoHenry JISA in line with the ISA Regulations.
- 3.3 SCL does not provide any investment advice to you in relation to the investments you wish to hold in your GoHenry JISA. All investment decisions that you take in respect of the investments that you wish to hold in your JISA will be yours.

4. ELIGIBILITY

- 4.1 If the child already holds either a Stocks and Shares JISA or a Child Trust Fund (“**CTF**”), this must be transferred across to SCL in full in order to open and subscribe to the GoHenry JISA. In addition to opening a JISA the child must be:
 - 4.1.1 under the age of 18, and
 - 4.1.2 resident in the UK or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant
- 4.2 The person who opens the JISA will be the “registered contact” for legal purposes and will be responsible for making the investment decisions and managing the account until the child reaches 18 and the JISA converts into an ISA. At that time the former child beneficiary becomes entitled to manage the investments as the holder of the ISA.

4.3 The registered contact must be a person with parental responsibility for the child holding the account and resident in the UK, or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant.

5. SUBSCRIPTION LEVELS

5.1 The Registered Contact is responsible for ensuring that the JISA subscription limit (stocks and shares JISA and cash JISA combined) is not exceeded for every tax year subscriptions are paid.

5.2 Once the JISA subscription limit for a tax year has been reached (taking into account any cash JISA held), no further subscriptions can be made to this GoHenry JISA or any cash JISA held.

5.3 In each tax year the child may only subscribe to one Cash JISA and one Stocks and Shares JISA with the same or different providers in any combination of subscription up to the overall subscription limit.

6. JISA INVESTMENTS

6.1 In accordance with the JISA Regulations, SCL will register the investments held in your GoHenry JISA in the name of one of its nominees.

6.2 The child is, and must remain as, the Beneficial Owner of JISA Assets. JISA Assets must not be used as security for a loan.

6.3 SCL will make available to you on request copies of reports and accounts, scheme particulars or meeting and voting information issued by the providers or issuers of investments or managers where necessary due to legislative or regulatory requirements. SCL will not exercise any voting rights attaching to your investments, if you ask, SCL may request from the relevant company that you attend investors' meetings, vote and receive any other information issued.

7. NORMAL TAX TREATMENT OF JISA ASSETS

7.1 No tax is payable on any income received and any gain arising on investments.

7.2 SCL, as JISA Manager, will, in accordance with the ISA Regulations, make reclaims, conduct appeals, and agree on SCL's behalf, liabilities for and relief from tax in respect of your JISA.

7.3 You authorise SCL, as ISA Manager, to provide HMRC with all applicable details of your JISA.

7.4 You may be required to pay tax on any income or gains on investments in your JISA if it becomes void or in need of repair.

8. WITHDRAWALS

8.1 No withdrawals are allowed from the GoHenry JISA before the child reaches the age of 18 except:

8.1.1 On the death of the child, or

8.1.2 On direct instruction from HMRC where the child is terminally ill or where the JISA is void or repaired, or

8.1.3 To pay any charges due.

9. DEATH

If the child dies, SCL will deal with the JISA as instructed by the person with parental responsibility (the Registered Contact). Instructions should be made via GoHenry.

10. TRANSFERS

- 10.1 SCL accept the transfer of the following held by a child:
 - 10.1.1 a whole Stocks and Shares Junior ISA;
 - 10.1.2 a whole Child Trust Fund in cash; and
 - 10.1.3 part or whole of a cash Junior ISA.
- 10.2 If only part of a cash Junior ISA is being transferred to SCL, any payments that have been made in the current tax year must be transferred to SCL in full.
- 10.3 The transfer will depend on the other ISA Manager or Child Trust Fund provider agreeing.
- 10.4 You may ask SCL to transfer all of your GoHenry JISA from SCL to a different authorised JISA manager and subject to the ISA Regulations. The transfer will depend on the other manager agreeing.
- 10.5 On receipt of a valid instruction from another JISA manager, SCL will transfer your GoHenry JISA to them within the timescale stipulated by you, however your requested timescale must not be less than 30 days.
- 10.6 Our GoHenry JISA must always be fully transferred.
- 10.7 You (or GoHenry on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other JISA manager with your instructions in writing.

11. CANCELLING YOUR JISA

- 11.1 If you change your mind, you can cancel your GoHenry JISA by contacting GoHenry within 14 days of making the first contribution to the GoHenry JISA. You can choose to withdraw the value of any investments you've made or transfer to another provider. SCL will not be liable for any losses or costs following the sale of your investments. After expiry of this 14-day period, you will only have the option to continue to hold your GoHenry JISA or Transfer Out to another provider.

12. ENDING YOUR JISA

- 12.1 SCL may terminate its services as your GoHenry JISA Manager by giving you 30 days written notice.
- 12.2 In the event of termination: -
 - 12.2.1 SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the JISA Regulation, these JISA Terms, or the Client Agreement; and
 - 12.2.2 these JISA Terms will continue to apply to your JISA until all transactions or transfers have been effected and relevant payments made.

13. A VOID JISA

- 13.1 SCL will manage your GoHenry JISA in accordance with HMRC's JISA regulations. SCL will notify you and must inform HM Revenue and Customs if, for any reason, your account has ceased or will become void for tax purposes because the provisions of the JISA regulations have not been met, or you have not complied with these Terms. If your GoHenry JISA becomes void, you may lose part or all of your tax exemption relating to the JISA.
- 13.2 When SCL receive your instructions, all investments held in your GoHenry JISA account and proceeds arising from those investments will be transferred or paid to you within 30 calendar days of the request being received. SCL will not be liable for any losses or costs following the sale of your investments.

- 13.3 For more information on the reasons a JISA might become Void please speak with your Financial Adviser.
- 14. DELEGATION**
- 14.1 Subject to the JISA Regulations, SCL may delegate any of its functions under these JISA Terms to another organisation which SCL, exercising due skill, care, and diligence, has determined as being competent to exercise such functions.
- 14.2 Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your JISA as that organisation may reasonably require for the purposes of exercising the delegated functions
- 15. YOUR PERSONAL INFORMATION**
- 15.1 SCL are the data controller for the personal information you give us. SCL will not pass your personal information to anyone, other than as detailed in their Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to their obtaining, using, and storing your personal information as set out in their Privacy Policy.
- 16. INTELLECTUAL PROPERTY**
- 16.1 All copyright, trademarks and other intellectual property in the materials and information on the SCL website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.
- 17. COMPLAINTS & FSCS COVER**
- 17.1 SCL has its own complaints policy. If you want to complain, please contact GoHenry first, by email, to complaints.investments@gohenry.co.uk or send a letter to GoHenry Family Finance Investment Complaints, Abbey House, 282 Farnborough Road, Farnborough, GU14 7NA. GoHenry will handle your complaint in accordance with the complaints process (as outlined in clause 22 of Section 1 – General Terms, above). If the complaint relates to services provided by SCL, SCL will provide GoHenry with all necessary information to resolve the complaint. GoHenry may ask SCL to take control or assist on the complaint if necessary.
- 17.2 If you do not think this is appropriate, please contact SCL by email at secclops@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.
- 17.3 If SCL do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at within 6 months:
- Exchange Tower, London E14 9SR.
 - Telephone: 0800 023 4567 or 0300 123 9 123;
 - email: complaint.info@inancial-ombudsman.org.uk; and
 - website: www.financial-ombudsman.org.uk.
- 17.4 The GoHenry JISA is covered by the FSCS. You may be entitled to compensation from the FSCS if SCL are no longer trading or are declared to be in default and cannot meet their obligations to you. This may apply separately to your GoHenry JISA, its Assets and any Cash held in your JISA and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:

- 17.4.1 for Cash, such as the money in your JISA bank account - £85,000 per eligible claimant, per Bank;
 - 17.4.2 for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).
- 17.5 SCL's current banking partner is Lloyds Bank plc, and GoHenry will inform you if this changes. For more information about how the FSCS might apply to you, please visit the FSCS website at [fscs.org.uk](https://www.fscs.org.uk). The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

18. CHANGING OR ENDING THESE TERMS

- 18.1 You agree to SCL transferring all or any of their rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If they do this, SCL will give you at least 90 days' advance written notice of the transfer. In each case, SCL shall cease to have any responsibilities to you or your GoHenry JISA from the time that the change takes effect to the extent that those obligations applied to SCL's appointment. The new administration company will take on SCL's obligations to provide the services under these Terms & Conditions in SCL's place. SCL will not transfer their rights and obligations unless they are satisfied that you will not be in a worse position or receive a poorer service.
- 18.2 SCL may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your GoHenry JISA is open as follows:
- 18.2.1 to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;
 - 18.2.2 to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;
 - 18.2.3 to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 18.1 above;
 - 18.2.4 to reflect any improvements to the services which SCL offer under these Terms & Conditions, or changes to their systems, their processes and procedures, market practice or customer requirements;
 - 18.2.5 to reflect any changes to terms agreed between SCL and any third parties which are relevant to your GoHenry JISA;
 - 18.2.6 to make reasonable increases to SCL's charges to reflect any changes to the costs that SCL incur;
- 18.3 If any changes are made to the Terms & Conditions, the latest version will always be available on GoHenry's website at <https://www.gohenry.com/uk/terms-and-conditions/> and you should refer to them regularly. Where the changes are reasonably considered to be material or detrimental to you, GoHenry will give you a minimum of one month's notice of the proposed change and the reasons for making the change, unless GoHenry are required to make the change sooner (in which case GoHenry will give as much notice as reasonably possible).
- 18.4 Notwithstanding clause 18.3, changes that are necessary due to reasons outside of SCL's control (e.g. a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.
- 18.5 In either case, if you are not happy with any change SCL makes or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. SCL will not charge you a fee for this if a fee ever becomes due.

APPENDIX 1 - GLOSSARY

Business Day: Any Monday, Tuesday, Wednesday, Thursday or Friday which is not a Public or Bank Holiday in England and Wales.

Client Money: Money a firm receives or holds on behalf of a client which it must treat in accordance with FCA Rules on client money.

Client Money Bank Account: A client bank account which is used to hold Client Money in accordance with the FCA Rules.

Client Money Rules: The FCA's Rules on Client Money.

Contribution: Credit made to your GoHenry Account.

Corporate Actions: Any event initiated by a company or corporation which impacts shareholders (e.g., changes to investment objectives/strategies, mergers, takeovers, rights issues, open offers and consolidations).

Current Tax Year: The current period between 6th April and 5th April of the following year.

Custodian: Seccl Custody Limited.

FCA Rules: The rules contained in the FCA's handbook of rules and guidance, as may be amended and updated from time to time.

GoHenry Investment Services: The services that GoHenry will provide to you as further defined in Section 1 - General Terms of these Terms and Conditions.

GoHenry Parent: As defined in the GoHenry UK Cardholder Terms and Conditions.

ISA: Individual savings account, which is a tax-exempt savings scheme for individuals established under the ISA Regulations.

ISA Regulations: The Individual Savings Account Regulation 1998 (as amended from time to time) which governs the establishment and operation of an ISA.

JISA: Junior Individual savings account, which is a tax-exempt savings scheme for children established under the JISA Regulations.

JISA Account: The accounts provided by the Custodian which will hold the investments that are made available through the GoHenry Investment Services.

Order: An instruction received by the Custodian from GoHenry to buy or sell investments within your GoHenry Account.

Previous Tax Year: Any previous period between 6 April and the following 5th April.

SCL or Seccl: The Custodian, which is Seccl Custody Limited.

U.S. Person: Any United States citizen or other person who is defined as such by the United States Internal Revenue Services the detail of which is accessible via www.irs.gov

Withdraw or Withdrawal or Withdrawn: Your instruction to transfer cash and/or investments from your GoHenry Account through your GoHenry Parent account.

APPENDIX 2 - FEES

1. GoHenry Account Fee

The GoHenry Investment Services account fee is 0.45% per year of the average total value of the investments over the period and is payable for each account held.

The account fee is calculated daily (based on 1/365 of the GoHenry Investment Services account fee percentage rate above) on the value of all of your investments held via the GoHenry Investment Services and deducted on the 10th of the month or nearest working day.

If you close, withdraw or transfer out your account during the year, we will deduct any accrued fees due prior to making the transfer.

If the available funds in your GoHenry account are insufficient to pay any accrued fees, we may sell assets held as part of your GoHenry Account(s) to cover such charges.

2. Additional Fund Management Charges Apply

The managers of the funds will also levy a fund management charge on your fund investments and may incur certain transaction costs.

These charges (and certain other expenses) are included in the valuation of your investments. However, whilst you do not pay these charges directly, they will affect your overall return.

3. Paper Copy Fees

We provide electronic copies of statements, contracts notes and other documentation through the GoHenry mobile or web app, or any other medium through which GoHenry may make such documents available, for free.

If you require us to send paper copies to you by post, we charge £5 per item to cover the costs of production and postage (**Paper Copy Fee**).

4. Withdrawal Fees

We provide Transfer Out and Withdrawal free of charge if made by BACS or Faster Payments.

If you require us to send a Transfer Out or Withdrawal via CHAPS, we charge £20 per transfer to cover the costs levied by the Custodian Partner (**CHAPS Withdrawal Fee**).