

# EXECUTION ONLY DEALING APPLICATION FORM & TERMS OF BUSINESS

Arnold, Stansby & Co Limited  
Alexandra Buildings  
28 Queen Street  
Manchester M2 5JJ

Tel 0161 832 8554  
Fax 0161 834 7710

Authorised & Regulated by the Financial Conduct Authority  
Members of the London Stock Exchange

PAGE 1 OF 4

This application is to open an execution only dealing account. This will allow us to arrange transactions and provide valuation services together with custody and client money holding facilities where Arnold, Stansby & Co Limited (the firm) is authorised to do so by the Financial Conduct Authority (FCA). Execution only means that the firm will not be under any duty to give advice regarding the suitability of any investment or otherwise, to you. Nor will it give such advice. No advice will be given on any other matter.

PART 1b & 2b ARE TO BE COMPLETED WHERE AN ACCOUNT IS TO BE OPENED IN JOINT NAMES

## PLEASE COMPLETE IN BLOCK CAPITALS

### PART 1 - PERSONAL DETAILS

Title \_\_\_\_\_ Surname \_\_\_\_\_  
Forenames \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_  
Home Tel \_\_\_\_\_ Work Tel \_\_\_\_\_  
Mobile Tel \_\_\_\_\_ E-mail address \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Nat Ins No \_\_\_\_\_  
Marital status \_\_\_\_\_ Nationality \_\_\_\_\_  
Homeowner \_\_\_\_\_ YES OR NO If NO please detail \_\_\_\_\_  
Previous address (if less than 3 years at above) \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_  
Who recommended Arnold, Stansby & Co Limited?  
\_\_\_\_\_

### PART 1 b - PERSONAL DETAILS FOR JOINT APPLICANT

Title \_\_\_\_\_ Surname \_\_\_\_\_  
Forenames \_\_\_\_\_  
Address (if different than joint applicant) \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_  
Home Tel \_\_\_\_\_ Work Tel \_\_\_\_\_  
Mobile Tel \_\_\_\_\_ E-mail address \_\_\_\_\_  
Date Of Birth \_\_\_\_\_ Nat Ins No \_\_\_\_\_  
Marital Status \_\_\_\_\_ Nationality \_\_\_\_\_  
Homeowner \_\_\_\_\_ YES OR NO If no please detail \_\_\_\_\_  
Previous address (if less than 3 years at above) \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_  
Who recommended Arnold, Stansby & Co Limited?  
\_\_\_\_\_

### PART 2 - IDENTIFICATION

**A)** I enclose original (please tick and enclose **two** of the following):

- i) Utility bill dated within last six months \_\_\_\_\_  
ii) Bank statement dated within last six months \_\_\_\_\_  
iii) Building Society statement dated within last six months \_\_\_\_\_

**B)** Please enter Bank details below :

Bank \_\_\_\_\_  
Branch \_\_\_\_\_  
Account Name \_\_\_\_\_ Account No \_\_\_\_\_

### PART 2 b - IDENTIFICATION FOR JOINT APPLICANT

**A)** I enclose original (please tick and enclose **two** of the following) :

- i) Utility bill dated within the last six months \_\_\_\_\_  
ii) Bank statement dated within the last six months \_\_\_\_\_  
iii) Building Society statement dated within last six months \_\_\_\_\_

**B)** Please enter Bank details below :

Bank \_\_\_\_\_  
Branch \_\_\_\_\_  
Account Name \_\_\_\_\_ Account No \_\_\_\_\_

# EXECUTION ONLY DEALING APPLICATION FORM & TERMS OF BUSINESS

Arnold, Stansby & Co Limited  
Alexandra Buildings  
28 Queen Street  
Manchester M2 5JJ

Tel 0161 832 8554

Fax 0161 834 7710

Authorised & Regulated by the Financial Conduct Authority  
Members of the London Stock Exchange

PAGE 2 OF 4

**RISK WARNING** You are advised that the price and value of securities and any income derived from securities can fall as well as rise and that when realized you may receive less back than you originally invested.

## PART 3 - NON-READILY REALISABLE INVESTMENTS

May you wish to deal in non-readily realisable investments Yes/No \*

\* Please delete as appropriate

## PART 4 - COLLECTIVE INVESTMENT SCHEMES

May you wish to deal in collective investment schemes Yes/No \*

\* Please delete as appropriate

Arnold, Stansby & Co Limited are independent of all other investment firms

## PART 5 - OFF-EXCHANGE INVESTMENTS

May you wish to deal in off-exchange investments Yes/No \*

\* Please delete as appropriate

## PART 6 - STABILISATION

May you wish to deal in securities whose price may be subject to and therefore affected by stabilisation Yes/ No \*

\* Please delete as appropriate

## PART 9 - NON-REGULATED MARKETS

May you wish to deal in securities on an exchange which has not been designated by the Financial Conduct Authority (FCA) Yes/No \*

\* Please delete as appropriate

## PART 10 - CLIENT MONEY

I/We authorise Arnold, Stansby & Co Limited to hold money on my/our behalf Yes/No \*

\* Please delete as appropriate. It may be important that you give this authority if we control any of your investments, in particular where these are Individual Savings Plans (ISA).

## PART 11 - REGISTRATION / CUSTODY OF SECURITIES

I/We authorise Arnold Stansby & Co to control my securities. I/We authorise Arnold, Stansby & Co Limited to register securities in the name of ASCO Nominees Limited (the nominee company associated with Arnold, Stansby & Co Limited) and/or an eligible custodian nominated by Arnold, Stansby & Co Limited. Yes/No \*

\* Please delete as appropriate. It may be important that you give this authority if we control any of your investments, in particular where these are ISAs.

## TERMS AND CONDITIONS OF BUSINESS

### IMPORTANT

*This agreement is important and should be read carefully and advice sought if there are any queries. By signing this form you are agreeing to and entering into a contract whereby Arnold, Stansby & Co Limited (and associated companies) will provide share dealing, clearing, safe custody, hold client monies and related services. You will be classified as a private client as defined by the Financial Conduct Authority (FCA).*

### ARNOLD, STANSBY & CO LIMITED

Arnold, Stansby & Co Limited (the firm) is a partnership and is regulated by the Financial Conduct Authority (FCA) and is a member of the London Stock Exchange. The firm is covered by the Investors Compensation Scheme and the Financial Ombudsman Service. A list of partners is available on request. The firm's address is Alexandra Buildings, 28 Queen St, Manchester M2 5JJ.

### SERVICES ARNOLD, STANSBY & CO LIMITED WILL PROVIDE

The firm will arrange deals in securities listed below. The firm will provide safe custody facilities (either directly or through associated companies) and statements. The firm will provide a service to hold client monies. Interest is payable on monies held for clients according to the client money rules of the FCA. Client monies held in a designated account in the clients own name will be paid interest according to the INTEREST table below.

The services offered relate to the following types of investments :-

- i) Shares in UK or foreign companies
- ii) Bonds, loan stocks, debentures and other types of debt securities
- iii) Warrants to subscribe to types i and ii above. \*
- iv) Depository receipts relating to i, ii, and iii above.
- v) Collective investment scheme products.
- vi) Securitised derivatives. \*
- vii) Life assurance and personal pension products.
- viii) Other types of investment for which the firm is authorised to deal by the FCA.

\* Clients wishing to deal in these securities are required to complete and return a supplementary risk warning before transactions may be effected.

Charges for services are laid out in the LIST OF CHARGES table below

### INTEREST

**ISA accounts** 1% below Bank of Scotland base rate (base rate)

Interest on ISA accounts is paid net of flat rate deduction

**All other accounts :**

up to £499.99	2.25% below base rate
£500 to £999.99	1.75% below base rate
£1000 to £4999.99	1.25% below base rate
£5000 and above	1.00% below base rate

# EXECUTION ONLY DEALING APPLICATION FORM & TERMS OF BUSINESS

Arnold, Stansby & Co Limited  
Alexandra Buildings  
28 Queen Street  
Manchester M2 5JJ

Tel 0161 832 8554

Fax 0161 834 7710

Authorised & Regulated by the Financial Conduct Authority  
Members of the London Stock Exchange

PAGE 3 OF 4

## LIST OF CHARGES

Under current legislation commissions on Stock Exchange transactions are not subject to Value Added Tax (VAT). Any other charges made may be subject to VAT.

ALL CONTRACTS ARE SUBJECT TO £2 COMPLIANCE CHARGE

### i) COMMISSION (excluding ISA transactions) £ 23 \*

\*Subject to a minimum of 20 deals in each 365 day period starting from the date of the first transaction. Should this minimum not be reached in any 365 day period (or part thereof if the account is closed during the period) a charge will be levied of £500 less commission paid within the period.

### ii) COMMISSION ON ISAS

STANDARD COMMISSION \*\* Minimum £18

On consideration up to £7500 1.6%

Percentage on next £2500 1.0%

Percentage on balance 0.5%

\*\* Applies to all securities except Gilt Edged Stocks

### b) GILT EDGED STOCK COMMISSION Minimum £18

On consideration up to £10000 1.0%

Percentage on next £15000 0.5%

Percentage on balance 0.25%

### iii) ADDITIONAL CHARGES

OVERSEAS SECURITIES CONTRACT LEVY £10

EUROSTERLING SECURITIES CONTRACT LEVY £20

EXTRA TRANSFER FEE £2 (on UK equities only)

EUROSTERLING INTEREST COLLECTION FEE £1

PAYMENT BY CHAPS £12

### iv) ISA MANAGEMENT CHARGES

1% OF VALUE SUBJECT TO A MAXIMUM PER INVESTOR OF £75 (MINIMUM £25)

The value is calculated and charge levied on or after 5 April (or date of closure). Any withdrawals made during the financial year are added to the value for charging purposes.

### v) TRANSFERS

No charge is made for stocks transferred to the firm's management.

All other transfers incur a charge of £10 per stock.

### vi) PROBATE VALUATIONS

0.1% of probate value or £1 per security (whichever is greater) subject to £25 minimum.

## NON READILY REALISABLE INVESTMENTS

If you have indicated "Yes" on the application form that you may wish to deal in non-readily available investments, these securities may be difficult to buy and sell due to their limited marketability and the market price may be difficult to determine.

## OFF EXCHANGE INVESTMENTS

If you have indicated "Yes" on the application form that you may wish to deal in off-exchange investments the firm may deal for you in securities which are not subject to the regulations of a recognised investment exchange.

## STABILISATION

If you have indicated "Yes" on the application form that you may wish to deal in securities which may be subject to stabilisation the firm may act on your behalf in those securities. Stabilisation allows prices to be supported after a security is issued, this may make the price higher than it would be without stabilisation. This may also affect securities that are already listed which are related to the new issue. Stabilisation is undertaken to ensure issues of securities are introduced in an orderly fashion and is allowed by the FCA for a limited period after issue.

## NON-REGULATED MARKETS

If you have indicated "Yes" on the application form that you may want to deal in securities which are not traded on a recognised investment exchange as defined by the FCA the firm may advise or arrange transactions for you which involve person(s) or companies which are not authorised to carry out investment business in the United Kingdom (UK). This will mean you will not be covered by the rules and regulations to provide protection for UK investors for any such transaction. Any other transaction than on a non-regulated market will provide the full protection as being classified as a private customer as defined by the FCA.

## YOUR MONEY

Your money held by the firm will be treated as client money in accordance with the rules of the FCA. The client bank accounts have statutory trust status and are segregated from the firm's own funds. Money is held at an approved bank as per the FCA rulebook. Money may be held in an account which is pooled with money of other clients, this means you may not have a claim against a specific sum of money in a specific bank account but your claim may be against the client money pool. Uninvested money other than that held for settlement of a transaction will attract interest in accordance with the FCA client money rules. Interest paid is shown in the table opposite. All interest on ISA bank accounts pays net interest unless the correct Bank of Scotland forms are completed and accepted by the bank. No liability can be accepted by the firm for loss of gross interest where it may be payable gross but is paid net due to the necessary forms being incomplete. If a transaction is undertaken which requires that your money is paid to a third party in connecting with that transaction the legal and regulatory regime may be different than in the United Kingdom (UK). This may mean that in the event of default your money may be treated differently than it would in the UK.

## UNSOLICITED CALLS

You agree that this agreement has not been entered into as a consequence of an unsolicited call from the firm. You invite the firm to telephone you between 8am and 6pm to discuss investment business without your permission to do so. If as a result of such a call you enter into an investment transaction you agree to forego your statutory right to cancel. Should you wish to restrict such calls you must expressly advise us.

## REGISTRATION / CUSTODY OF SECURITIES

If you have indicated "Yes" on the application form that you may wish us to control your securities and/or register the securities in the name of a nominee and/or custodian gives the firm authority to hold your investments in safe custody, to transfer securities held on your behalf to meet obligations you may have, such as sales of securities. All securities held by the firm will be registered in the name of ASCO Nominees Limited which is associated with the firm. Other securities may be held by other eligible custodians which will be authorised to do so by the relevant authority. Investments held may be pooled with those of one or more clients, this may lead to unreconcilable shortfalls following the default of an eligible custodian. You may also receive less than you may expect from a corporate action which favours small shareholders. You will not receive documentation issued by companies to shareholders held directly on the company share register. The firm does not accept responsibility for the safe custody of third parties, except for its own fraud or negligence. Where investments are held by the firm (except where the address on the share register is not the firm's) it will be responsible for advising clients regarding rights issues, take-overs, receiving dividends and other rights of shareholders. The clients' instructions will be sought where necessary, should the client fail to advise what action to take by any deadline given by the firm no action will be taken. This may lead to a loss to the client (for example non take-up of open offer shares).

## CONFLICT OF INTEREST

When the firm gives investment advice the firm does not hold a principal position in any security advised upon. However there may be occasions when the firm or an individual may have an interest, relationship or arrangement that is material to the investment. In such circumstances all staff are required to comply with an independence policy. There may also be occasions when a transaction you undertake is matched with that of another client or clients.

## CONTRACT NOTES AND CUSTODY STATEMENTS

A contract note will be sent to you no later than the following business day for every transaction effected. You must notify us within five working days from the date the transaction was effected if you have a query in respect of any part of the contract note. If we are not informed by you within this timescale we will assume that you agree to all the details shown on the contract note. Custody statements will be forwarded to you every half year if we hold securities on your behalf.

## INTEREST AND DEFAULT REMEDIES

Any amount which is not paid by the due date will be liable to interest at the rate of 4% above the prevailing Bank of Scotland base rate, subject to a minimum charge of £10. Paid by the due date means funds are cleared through the firm's bank and/or any sale proceeds have been received by the firm. Any amount outstanding for more than ten business days gives the firm the right to refer the debt to a debt recovery firm or a Solicitor and action may be taken, including court proceedings, to recover the debt. Any costs incurred will be the liability of the creditor. Failure to pay by the due date gives the firm the right, without prejudice to any other rights the firm may have, to realize any investments to meet the liability. The firm has absolute discretion as to the timing of the transaction(s) to realize funds from the date settlement is due. If you fail to deliver valid

# EXECUTION ONLY DEALING APPLICATION FORM & TERMS OF BUSINESS

**Arnold, Stansby & Co Limited**  
**Alexandra Buildings**  
**28 Queen Street**  
**Manchester M2 5JJ**

**Tel 0161 832 8554**

**Fax 0161 834 7710**

**Authorised & Regulated by the Financial Conduct Authority**  
**Members of the London Stock Exchange**

PAGE 4 OF 4

securities and/or transfers three business days prior to settlement date and/or the transaction fails to settle the firm reserves the right to purchase the securities sold and all the costs will be borne by you including any stamp duty and commission. You will also be liable for any fees regarding late payment or settlement.

## **ISAS**

In order to

open an ISA the firm needs to hold a valid application form together with a personal cheque payable to Arnold, Stansby & Co Limited. Any ISA subscription you make must be within the limits as laid down by the Inland Revenue. You must ensure that you do not breach any Inland Revenue regulation in respect of ISAs. ISAs are subject to the rules of the Inland Revenue.

## **TRANSFERS**

The firm will accept transfers from other ISA managers subject to the correct forms being completed. Transfers from the firm's management to another manager will be effected upon receipt of written authority from the plan holder and confirmation that the manager will accept the plan. Transfers may be effected in whole or part.

## **COMPLAINTS**

If you feel that you have cause for complaint you may, in the first instance, write to The Compliance Officer at the firm's address. The firm will respond in line with the requirements of the Financial Services Ombudsman (FSO). Should you still feel unhappy with our findings you have the right to take the complaint to the FSO. Details of the FSO scheme will be sent to you in the firm's original response to the complaint. You may make a complaint verbally.

## **COMPENSATION**

Arnold, Stansby & Co Limited is covered by the Financial Services Compensation Scheme which may provide a level of compensation should the firm default in certain circumstances. The level of compensation for acceptable claims is 100% of the first £300000, 90% of the next £200000 to a maximum total of £480000. To be able to claim compensation you must be a private customer as defined by the FCA. The firm can supply further details of the scheme on request.

## **LIABILITY**

The firm will not be liable for any loss or costs incurred as a result of services provided to which these terms of business apply except where the loss or costs incurred are as a result of the firm's negligence, fraud or willful default or failure to comply with the rules of the FCA. If due to events reasonably outside the control of the firm any obligation is delayed, interrupted or not effected the firm will not be liable for any loss or costs incurred.

## **PERSONAL INFORMATION & DATA PROTECTION ACT**

Services provided are on the basis of information provided by you. You warrant that all this information given is true and full. You agree to notify us of any change in the information provided. Handling and processing of all financial personal information complies with the Data Protection Act. This information is kept strictly confidential and will not be passed to any other party without your consent. As part of the money laundering requirements credit reference checks will be made through licensed credit reference agencies, any results may be shared by other organisations.

## **JOINT APPLICATIONS**

Where there is more than one person party to the account, instructions may be left by any one of the parties to the account. Any instruction given by the firm to one of the joint account holders is deemed to apply to all the account holders. If you are party to a joint account your liability will be joint and several.

## **VARIATION & TERMINATION**

The firm may amend these terms at any time by written notice describing the relevant changes. Any change will become effective on the date specified or ten days from the date of the letter. No amendment will affect any outstanding obligations. You may terminate these arrangements by giving written or verbal notice. This will become effective the business day following receipt of the instruction. We may terminate the arrangements in writing or verbally and this will become effective on receipt by you or the day following any written notice of termination is posted. These termination instructions will not affect any outstanding obligations which must be completed according to the terms of this agreement. In the event of inconsistency between the terms herein and the rules of the FCA or any market in which a trade was effected those rules will take precedence. If any provision or term in these terms of business shall become illegal the relevant term will be deemed to be deleted from the terms.

## **GOVERNING LAW**

These terms of business are covered by and construed in accordance with the law of England and Wales and you hereby submit to the non-exclusive jurisdiction of the Courts in England.

Any appendix completed forms an integral part of these terms of business

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**Please ensure proof of identity is sent with the application form**