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**UK Investments Child Trust Fund**

**Terms and Conditions**

# Welcome to UK Investments Child Trust Fund

Carefully read all the sections of this document.  
Then keep it safe so you can refer to it in the future.

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# Definitions

**Account –**

The UK Investments Child Trust Fund account

**CTF – Child Trust Fund****CTF provider –**

A firm authorised by HMRC to provide and manage CTF investments – the CTF provider of the UK Investments CTF account is Engage Mutual Funds Limited (EMFL)

**FCA –**

- Financial Conduct Authority
- The FCA work with the PRA as the UK financial services regulators

**Fund –**

The unit trust (Santander Stock Market 100 Tracker Growth Unit Trust - IA Class) in which this CTF is invested

**Fund Manager –**

The fund manager is Santander Asset Management

**HMRC –**

- HM Revenue & Customs
- Responsible for setting the rules which relate to Child Trust Fund accounts

**PRA –**

- Prudential Regulation Authority
- The PRA work with the FCA as the UK financial services regulators

**Regulations –**

The Child Trust Fund Regulations 2004 (as replaced or amended from time to time)

**Rules –**

The FCA or PRA Rules (as replaced or amended from time to time)

**Void –**

Where a CTF account, or payments into a CTF account, have been found to be invalid because of a failure to meet the CTF regulations

**Us/Our/We –**

Engage Mutual Funds Limited (trading as OneFamily)

**Working day –**

Any day of the week not including Saturdays, Sundays and English public (bank) holidays

**You/Your –**

The person applying for the account who will become the Registered Contact

**Other technical terms are explained in their relevant sections.**

# Terms and Conditions

This section sets out the Terms and Conditions of the UK Investments CTF account. The Terms and Conditions explain how the child's CTF account will be managed, and sets out both your, and our, rights. Please read it carefully, along with the Key Investor Information document and the Key Features document, so that you understand what you are buying.

## General information

### OneFamily

OneFamily is a trading name used by all the companies within the Family Assurance Friendly Society group, including Family Equity Plan Limited and Family Investment Management Limited.

### CTF Provider

Engage Mutual Funds Limited (EMFL),  
16-17 West Street, Brighton, BN1 2RL.

### Auditors

KPMG LLP, 15 Canada Square,  
London, E14 5GL.

### Regulator

The Financial Conduct Authority (FCA),  
12 Endeavour Square, London, E20 1JN  
(Tel: 0207 066 1000).

There can only be one Registered Contact at any time. The Registered Contact cannot stop anyone from making payments into the account.

## Eligibility

A child is eligible for a CTF account as long as:

- they are transferring an existing CTF account they hold to us.

The UK Investments CTF account is not available to children that are US persons. This includes US citizens or those resident in the US for tax purposes.

If the child becomes a US person after the account has been opened, you must let us know immediately.

We will let you know as soon as possible if the account has, or will, become void because of any failure to meet the Regulations that we are aware of.

## The Investment

Any payments or transfers into the account will buy units in the Santander Stock Market 100 Tracker Growth Unit Trust - IA Class.

Only accumulation units are available.

Units are priced at 10am each working day.

### What are accumulation units?

There are two types of unit you can hold in a unit trust, income units and accumulation units. If you hold income units, the income received by the fund is paid out to you every time the fund 'distributes'. If you hold accumulation units, the income is not paid out following a distribution; instead it is rolled up into the value of the units when it is received.

## Accepting your application and opening the child's account

To open an account on behalf of a child, you must have parental responsibility for the child and be aged 16 or over.

Transfer applications must be completed in writing.

We will accept your application on the working day it is received, unless:

- your application is incomplete, and/or it is necessary to clarify information on the application
- we need to ask you for proof of identity.

If we are unable to accept your application, we will write to you to let you know.

If, after the account has been opened, we find that any of the details you supplied as part of the application were not correct, we may regard the account as invalid, which may result in the account being closed.

### Transferred accounts

Accounts which have been transferred in from another provider will open once we have accepted your transfer application, the cancellation period has expired, and we have also received a transfer value and a valid transfer form from your existing provider.

We must receive all the information we need to transfer the account within 30 days of receiving your application. If we do not receive the information we need within this time, we will close the application.

Any payments received before the account is opened will be returned without growth or interest within 4 working days of the end of the 30-day period.

Please also see the 'Transfers between two CTF accounts provided by us' section.

## Your right to cancel

You have 14 days to cancel the account if you change your mind. This 14-day period starts 3 working days after we have accepted your application.

You can cancel the account by phone or in writing.

If you do cancel, we will return any payments we have received without growth or interest.

If you do not cancel within the cancellation period, and you change your mind, you will not be able to cancel the account but you will be able to transfer the account to another CTF account or Junior ISA.

Sometimes we may process your cancellation instruction after an account has been opened. If this happens, we will let you know what this means for the child's account and how it can be transferred.

### The Registered Contact

The Registered Contact is the person who can give instructions to us about the account. The Registered Contact must be a person over the age of 16. They must either be the child, or a person with parental responsibility for the child.

Initially, the Registered Contact will be the person who has opened the CTF account. Under certain circumstances, the Registered Contact can be changed, usually by completing a Registered Contact application with the permission of the existing Registered Contact.

Once the child is 16, they can choose to become the Registered Contact\*. Once they've become the Registered Contact, they cannot pass on this status to anyone else. If they decide not to become the Registered Contact, then the account will continue with the Registered Contact already on the account until the child reaches age 18.

\*There is an exception for children affected by mental disorders. If you need further information about this, please contact us.

## Keeping track of the account

### Statements and valuations

Once the account has been opened, we will provide a statement to the child, shortly before their next birthday. Following this, statements will be provided in the year following the child's 4th, 10th and 15th birthdays. A statement will also be provided if there have been any payments into the account in a statement year.

**Statements will be addressed 'care of' the Registered Contact, unless the child takes over as the Registered Contact.**

Up-to-date valuations can be obtained by phoning us or writing to us.

Statements will show the value of the investment based on the price of the units held.

### Daily unit prices

The unit price for the Santander Stock Market 100 Tracker Growth Unit Trust - IA Class can be found on our website at [onefamily.com/daily-prices](https://onefamily.com/daily-prices). The unit price, along with the estimated distribution yield, can also be found on the Investment Association and Financial Express website [fundlistings.com](https://fundlistings.com). The price published is the price from the previous working day.

### Other information available to you

We produce detailed documents about the fund in which the UK Investments CTF account invests, such as the fund's Prospectus and its annual and half-yearly Report and Accounts. If you would like a free copy of these documents, please contact us. They can also be found on our website.

If you tell us to do so, we will also send you any other information issued to direct unit holders of the unit trust.

### Investor meetings

You can also attend investor meetings of the unit trust and vote at these meetings. If you would like to attend, please contact us.

### Charges and expenses

There is an Annual Management Charge (AMC) of 1.5% of the value of the fund. So, for example, if the child's account was valued at £250 throughout the year, we would have deducted £3.75 that year. If the child's account was valued at £500 throughout the year, we would have deducted £7.50 that year.

Please note, the AMC is deducted directly from the fund, not from the child's account.

We calculate the charge on the last working day of each month. The charge is then deducted on a daily basis from the fund's income.

### Other costs paid by the fund

The fund is priced using the 'mid-market' values of its assets, but the actual costs of buying and selling those assets may be different than this 'mid-market price'. This is due to dealing costs, taxes and any spread between the buying and selling prices of the assets. These costs are therefore deducted directly from the fund when they are incurred, thereby diluting its value.

#### What is a 'mid-market price'?

A price artificially calculated to value an asset using the midpoint between its bid (selling) price and its offer (buying) price.

There may be other costs that are not paid through us or imposed by us.

### Paying into the account

Any money paid into the account is a gift to the child and cannot be returned.

#### Payment methods

We accept payments by Direct Debit, debit card, standing order, direct credit (bank transfer) and cheque. We also accept payments sent to us via the loyalty point scheme provider, KidStart.

We do not accept cash or post-dated cheques.

You, or any other payer, must quote the correct CTF account number and the child's full name when making a payment.

If the correct details are not quoted:

- we may not be able to allocate the payment to the account;
- it may result in a delay in investing the payment; or,
- we may allocate it incorrectly to another CTF account.

We do not accept cheques or cash paid over the counter at a bank, building society or Post Office® branch. This is because when a payment is made in this way, we may not receive the information we need to either correctly allocate the payment or to return it to the payer.

Any payments that cannot be returned or allocated to a CTF account will be kept in a client money account (where no interest is paid) until we are contacted by you or the person who made the payment. Under HMRC rules, any payments incorrectly allocated to a CTF account may have to remain in that account even after the error is discovered.

For more information on how we hold cash in our client money account please see the 'Client money' section.

You will be sent detailed information on how you, and others, can pay into the account once it is open. This information is also available on our website and from our Customer Service Team.

## When payments are accepted and invested

Payments are used to buy units in the Santander Stock Market 100 Tracker Growth Unit Trust – IA Class. The table below shows when these payments are accepted and invested.

Payment type	Day accepted	Day invested
Direct Debit	The day we receive the Direct Debit payment	The day the payment is accepted
Direct credit	The day the payment is authorised**	2 working days after the payment is accepted*
Direct credit (bank transfer)	The day we receive the payment	2 working days after the payment is accepted*
Standing Order	The day we receive the payment	2 working days after the payment is accepted*
Cheque	The day we receive and date stamp the cheque	The day after the payment is accepted

\* If we accept the payment on a Monday, it will be invested on Wednesday.

\*\* If the day the payment is authorised is a Sunday or an English public (bank) holiday, we will accept the payment the following working day.

We only accept payments into accounts that are open. If the child's account opens later than the dates in the table above, then the day we accept the payment will be the day the account opens.

We only accept and invest payments on working days.

KidStart payments are received by bank transfer and are treated in the same way as any other bank transfer.

## Payment limits

There is a maximum amount that can be paid per eligible child into a CTF account in a CTF account year.

This limit will normally be increased on 6th April each year in line with the Consumer Price Index.

### What is the 'Consumer Price Index'?

A consumer price index (CPI) measures changes to the average cost of certain goods and services purchased by households, such as electricity and food. Changes in CPI are used to assess price changes associated with the cost of living.

For current limits, go to [www.gov.uk/child-trust-funds](http://www.gov.uk/child-trust-funds) overview or please contact us.

Any part of the maximum limit that is not used in a CTF account year is lost and cannot be carried forward to other years.

If we receive a payment that takes the account over this limit within 14 calendar days of the end of the CTF account year, we will not invest the payment or the part of that payment that exceeds the limit. Instead, it will be held and invested on the first working day of the next CTF account year.

At any other time, we will reject any payment or part of that payment that exceeds the maximum limit and return it.

If you transfer the child's CTF account to a Junior ISA, any part of their CTF payment limit that is not used will be lost when the transfer takes place. It will still be possible, however, to invest up to the full Junior ISA payment limit in that tax year, regardless of when the transfer takes place.



## Returning payments

Sometimes we have to return a payment or part of a payment. We may have to do this when:

- the account number and/or the child's full name have been quoted incorrectly when the payment was made;
- the payment limit has been reached;
- we have been advised by HMRC to void a payment or the account;
- the Registered Contact decides to cancel the account within the 14-day cancellation period.

If this happens before the payment has been applied to the account, we will either return the money to the payer, or, if we do not have their contact details, we will return it to the payer 'care of' the Registered Contact.

If the payments have already been applied to the account, who we return payments to depends on why they are being returned:

- where we have to void an account or payment(s), this money will be returned to the child; or
- where an oversubscription is identified, HMRC will advise us on how the payment should be dealt with.

All payments will be returned without growth or interest added except for payments that have already been applied to the account. Unless HMRC tell us to do otherwise, we will return these payments with any loss deducted or growth included. If growth is included, this may be subject to tax.

Payments will not be returned until they have cleared (see 'Withdrawals and closing the account' for more details).

Once a payment is ready to be returned it will take us up to 4 working days to send the payment back.



## Transfers

A CTF account can be transferred between providers, and a CTF account can also be transferred to a Junior ISA, as long as the new provider accepts transfers.

Transfers are free of charge except where costs associated with buying or selling investments are deducted (such as dealing costs).

When transferring a CTF account, there could be a time where the value does not have potential for growth or earn any interest (e.g. if the transfer value is sent between providers by cheque).

### Transferring to us

To transfer a CTF account to us, you will need to complete a Transfer Application Form.

On the working day after we have accepted your application and the cancellation period has expired, we will contact the other provider to arrange for the transfer to take place.

We will open the account and invest the transfer money on the working day after the transfer value and valid transfer form are received from your old provider.

We do not accept in specie transfers (i.e. transferring assets without converting them to cash). Please see 'Transfers between two CTF accounts provided by us' and 'Transfers from a CTF account to a Junior ISA, both provided by us' for an exception to this.

### Transferring to another provider

To arrange to transfer you will need to contact the new provider.

Transfers to another provider must be made in full. On transferring to another provider, the child's CTF account will close.

We will begin the transfer process when we receive a valid instruction from the new provider.

Any active Direct Debits will be cancelled. Any payments received after we have received the transfer instruction will not be invested. Instead, they will be held and transferred to the new provider.

The child's units will be sold and the CTF account closed on the working day after we receive the instruction. The transfer amount will be sent to the new provider within 4 working days of:

- the day the units are sold; or
- the day all payments have cleared;

whichever is later.

You can ask us to sell the units on a date later than we have specified above. Any such date should be clearly stated in the instruction from the new provider.

We will send you a final statement as at the date of transfer.

Alternatively, if you wish to keep the same choice of fund when you transfer your CTF account, you may be able to re-register it into the name of your new CTF Provider's nominee account. This means that the funds will simply be moved to sit within your CTF account with your new provider. Contact us for more information.

### **Transfers between two CTF accounts provided by us**

To transfer from one CTF account to another CTF account, both provided by us, (where the account is available for internal transfer), you will need to complete an Internal Transfer Application Form.

If you transfer a CTF account to another CTF account which is invested in a different fund, we will sell the units or shares from the original account on the first working day after the end of any cancellation period and open the new account. We will then buy units or shares in the new fund 2 working days later.

You can ask us to sell the units or shares on a date later than we have specified above. If you would like a later date, you should state this when you apply.

If you want to transfer a CTF account to another CTF account which is invested in the same fund, we will not sell the units or shares held. We will open the new account on the first working day after the end of any cancellation period.

### **Transfers from a CTF account to a Junior ISA, both provided by us**

To transfer from a CTF account to a Junior ISA, both provided by us, you will need to complete a Transfer Application Form.

As long as your application is accepted, the child's new account will open on the working day your application is received.

If you're transferring from a stocks and shares CTF account, and it is invested in a different fund than the Junior ISA, the units or shares in the existing CTF account will be sold on the following working day. The transfer value

will be used to purchase units or shares in the new Junior ISA on the working day after that.

If the CTF account is invested in the same fund as the Junior ISA, we will not sell the units or shares held.

If you're transferring from a cash CTF account, the transfer value will be used to purchase units or shares in the Junior ISA on the working day after your application is received (as long as it is accepted).

The child's CTF account will close as soon as all the units or shares have been sold and/or the money has been transferred.

You can ask us to close the existing CTF account on a date later than we have specified above. If you would like a later date, you should state this in your application.

### **Withdrawals and closing the account**

Only the child can withdraw money from their account and only after they have reached the age of 18. No one has access to the money until then. The only exceptions to this are if the child is terminally ill or if the child has died.

Payments will clear and be available for withdrawal (or if we need to return a payment, or on transfer, account closure, terminal illness or death) 6 working days after they have been accepted (e.g. proceeds from a payment accepted on a Monday are available on the following Tuesday).

## Withdrawals at age 18

The child can cash in their account by providing us with a valid instruction. Before making any withdrawal payments, we may need to verify the child's identity.

We will sell the units on the working day after we have received the valid instruction.

The child can ask us to sell the units on a date later than specified above. Any such date should be specified in the instruction.

A cheque will be sent within 4 working days of the day:

- the units are sold;
- all relevant payments have cleared; or,
- we have received any necessary authorisation and/or any requested identification;

whichever is later.

## Withdrawals in exceptional circumstances

### Terminal illness

If the child is terminally ill, withdrawals can be made from an account if proof is provided to HMRC. We reserve the right, however, to make additional checks. Further information on accessing the account of a terminally ill child can be provided on request.

### Death

On death, the account's tax benefits will stop and the value of the account will form part of the child's estate. We will sell the units on the working day after we receive all the documents we have requested, including proof of the child's death.

The final value of the account will still be subject to fluctuations in the unit price until we sell the units.

Any growth on the investment after the date of death until the date of settlement will be subject to tax. It is the responsibility of the child's personal representatives to report any tax liability to HMRC and/or to include it on the child's tax return, if appropriate.

Payment will be sent within 4 working days of the day:

- the units are sold; or,
- all payments have cleared;

whichever is later.

## Closing the account

We will close the child's account:

- on death;
- at or after age 18, if the child decides to withdraw all the money in the account;
- on transfer to another provider or to another CTF account or Junior ISA provided by us; or
- if HMRC tell us to void the child's account.

## Tax

Taxation can have an impact in two different ways, on the fund and on an individual taxpayer.

The following is based on our current understanding of UK tax law. The tax advantages of CTF accounts depend on the child's individual circumstances. If the law changes, and this means that the fund will be taxed more, the potential growth on the child's investment will be reduced.

There may be other taxes which are not paid through us or imposed by us. If you are not sure about your or the child's tax position, you should talk to HMRC or seek professional advice.

### **Tax payable by the fund**

The income of the fund is subject to Corporation Tax. Capital gains in the fund are, however, exempt from Corporation Tax.

### **Tax payable by the child or the Registered Contact**

The proceeds of the account are free from income tax and capital gains tax. If, for any reason, HMRC makes a tax charge, you may be personally liable.

If the account or a payment is voided, any growth may be subject to tax.

### **Complaints**

If you need to make a complaint, please contact us and we will do what we can to resolve your complaint as quickly as possible.

When we first write to you, we will send you a summary of the procedures that we will follow when resolving your complaint. You can also find these procedures on our website, or you can write to us to request a copy at any time.

If you are not satisfied with our response to your complaint, you may be able to refer your complaint to the Financial Ombudsman Service.

Making a complaint won't affect your legal rights.

Contact details for the Financial Ombudsman Service are at the back page of this booklet.



## Compensation

You may, on behalf of the child, qualify for compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations due to financial difficulties. Circumstances vary, but most types of investment business are covered up to £50,000.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme (FSCS).

Contact details for the FSCS are at the back of this booklet.

## Data protection

The information that you provide will be held by Engage Mutual Funds Limited, part of the OneFamily Group, in line with our Privacy Notice.

The information we collect is necessary for the performance of our contract with you, or to prepare for this contract.

Your data will be shared with our group of companies for administration purposes and we will also share your data with service providers, business partners and other agencies who assist us with providing the product and ongoing servicing to you where there is a business reason to do so.

Where you have provided your consent, we will use your data to email you about selected products or services offered by us or selected partners we work with. You may unsubscribe from email marketing communications at any time.

We may also use your information to identify and prevent fraud, to provide postal communications which we think may be of interest to you, and to improve our services to you, for example by market research, if we have a legitimate business interest to do so.

If you would like more details about how we process your personal data and your rights as a data subject before you provide your personal information to us, please read our Privacy Notice which is available on our website at [www.onefamily.com/privacy](http://www.onefamily.com/privacy). A copy is also available by writing to OneFamily, 16-17 West Street, Brighton, BN1 2RL; by calling Customer Services on 0344 8 920 920 or, by email to [customerservices@onefamily.com](mailto:customerservices@onefamily.com).

## General terms

### Security

You must make sure that the personal details we hold about you and the child are kept up-to-date, and that arrangements for receiving mail at your address are secure.

You must check any statement carefully and tell us promptly if you think it contains any errors. You must tell us promptly if you think we have made any other mistake in operating the account.

You must tell us immediately if you know, believe or suspect that the security information we have recorded for you has been compromised, or you believe that an unauthorised withdrawal has been made from the account.

If you act fraudulently or without reasonable care, you may be responsible for any losses incurred as a direct result.

### Instructions about the account

All instructions sent to us in writing must be signed.

We reserve the right to refuse any request or instruction about the account if we have reason to believe that:

- it was not made by the Registered Contact;
- it might cause us to break the law; or
- the account is being used for illegal purposes.

If we receive an instruction which contains unclear or insufficient information, we will contact the Registered Contact for clarification.

We will not act on any instruction until we receive any additional information that we feel is necessary to make sure the instruction is processed correctly and in accordance with the Terms and Conditions of the account.

### **Proof of identity**

To comply with anti-money laundering legislation, we may need to verify the identity of you, anyone paying into the account and/or the child. This verification could happen at any time, including when an investment or a withdrawal is made.

We may use a credit reference agency to help us do this. By completing the application you are agreeing for these checks to take place.

We may also ask for identification to be provided. If we do not receive adequate identification when we ask for it, we may not be able to open a new account or accept payments. We may also withhold the proceeds of the sale of any units held.

If you provide false or inaccurate information at any time and fraud is identified, details can be passed to the fraud prevention agencies. We and other organisations may also access and use this information to prevent fraud and money laundering.

### **Ownership**

Payments into a UK Investments CTF account are used to purchase units in a unit trust for which certificates of title are not issued. The title to the investment will be registered in the name of a non-trading nominee company controlled by us. The nominee company will have legal title to the investments and you will retain beneficial ownership at all times. As a result, the entitlement of each individual investor will not be identifiable on the unit trust register.

The child is the beneficial owner of the units at all times and this cannot be changed. The account cannot be assigned or used as security for a loan.

### **Pricing errors, dealing errors and compensation**

Compensation may be paid to the fund, account or to individual CTF account holders in response to an error we have made that has resulted in a financial loss whether or not the affected person has complained.

Where there is an error which affects only one person, we will only pay compensation where the financial loss incurred by that person is calculated to be £1 or more at the time of the error.

Where a pricing or dealing error has occurred which affects the unit price by less than 0.1%, compensation would not normally be paid.

Where a pricing or dealing error occurs which affects the unit price between 0.1% and 0.5%, compensation may be considered.

Where a pricing or dealing error occurs which affects the unit price by more than 0.5%, compensation will be paid.

Where compensation is by means of a cash payment (e.g. paid directly to you by cheque), no compensation would normally be paid unless the amount due is £10 or more.

Wherever possible we attempt to calculate any compensation payments consistently in line with guidance provided by the Financial Ombudsman Service.

### Conflicts of Interest

We aim to run our business so that conflicts of interest do not arise. However, we have in place a Conflicts of Interest policy to help us identify and record any actual or potential conflicts that may arise between our customers, us, our employees, our funds, our associated companies and/or any companies to whom we delegate any of our functions.

A summary of this policy is detailed below:

- We will consider the interests of all our customers and treat them fairly
- We have in place procedures to ensure that employees identify and report any new conflicts
- We will keep a written record of any conflicts or potential conflicts
- If appropriate, we will disclose any relevant conflict to a customer before undertaking business with that customer
- We will carry out regular reviews to identify any new conflicts.

In the unlikely event that a conflict of interest occurs, we will manage it to make sure that all customers are treated consistently and fairly and to minimise any possible negative effect this could have on our customers.

Our full Conflicts of Interest policy is available on request.

### The CTF Provider

We, as the CTF Provider, reserve the right to appoint a third party to advise on, or perform, any of the functions or responsibilities under these Terms and Conditions, and may provide details of the account to any such person when necessary so that they can carry out the delegated function or responsibility.

We will remain responsible for the operation of the CTF account at all times and we will make sure that any person to whom we delegate any of our functions or responsibilities is competent to carry them out.

### Your FCA categorisation and what this means

The Financial Conduct Authority (FCA), requires us to categorise all our customers. We have categorised you as a 'retail client'. This means you will get the highest level of protection available within the rules and guidance set out by the FCA.

Your right to refer complaints to the Financial Ombudsman Service or to claim compensation from the Financial Services Compensation Scheme (FSCS) is not determined by our categorisation.

For more information, please contact either the Financial Ombudsman Service or the FSCS directly. Please see the back of the booklet for contact details.





## Corporate governance

OneFamily is the trading name of a group of companies which includes the friendly society (a type of mutual insurer), Family Assurance Friendly Society Limited (Family Assurance). On opening the account, the child will become a member of Family Assurance.

We are committed to complying with the UK Corporate Governance Code as relevant to mutual insurers. The Code sets out good practice standards in terms of how a company is managed as well as the rights of its customers.

We believe it is important for our directors to listen to the views of our customers and understand how they affect the running of our business. We encourage you to talk to us and take an active interest in the governance of Family Assurance.

For more information, please go to the members information section of **onefamily.com**. You can also email us with feedback at **members@onefamily.com**, or write to us at the Member Relations Team, OneFamily, 16-17 West Street, Brighton BN1 2RL. These contact details should not be used for enquiries about the child's account.

## Client money

Any uninvested cash held on your behalf (e.g. money awaiting investment or the proceeds of encashment) will be held in a specifically designated client money bank account separate from our money in accordance with the FCA's client money rules.

The purpose of this is to protect your money in the event that either we or the bank fails, but it is not guaranteed. We will not be liable for any losses arising from any acts or omissions of the bank resulting from their negligence, wilful deceit or fraud.

We may transfer client money to a third party as part of transferring all or part of our business. If the money will no longer be held in accordance with the client money rules, we will exercise all due skill, care and diligence in assessing whether the third party will use adequate measures of protection before the transfer takes place.

You will not receive any interest on any money held in a client money account.

If any amount held for you as client money remains unclaimed (e.g. we send you a withdrawal cheque and it is not cashed), and there is also no 'movement' on that amount for a period of at least 6 years, the money we are holding may no longer be protected under client money rules. 'Movement' does not include the payment or receipt of charges, interest or other similar items.

## Best execution

We are required to take all reasonable steps to obtain the best possible result for you when executing your instructions to buy or sell units, taking into account price, cost, speed, likelihood of execution and settlement, size, nature or any other relevant consideration. This obligation is known as the duty of 'best execution'.

We operate a best execution policy, which aims to ensure that we carry out your investment instructions as effectively and beneficially as possible. This means that when you ask us to buy and sell your units, your instructions are always passed directly to the Fund Manager who will carry them out while adhering to the Terms and Conditions outlined in this booklet.

We do not use third party 'trading platforms' to execute your instructions. All trading is done directly with the Fund Manager which, in regulatory terms, means that the trades are executed outside of a regulated market or multilateral trading facility.

We monitor the effectiveness of our best execution policy regularly and implement any necessary changes when required. If there are any relevant material changes, we will notify you.

## Liability

If, having made reasonable attempts to do so, we cannot provide services because of something beyond our control (including strikes, industrial action, or the failure of equipment or power supplies), we will not be liable to you for any loss that you may suffer as a direct result.

We have no liability for any action we have taken, or not taken, in good faith unless there has been negligence by us. This does not restrict or exclude any liability that we may have by law or under the Rules or Regulations.



## Important Information

These Terms and Conditions, together with the terms outlined in the Key Features, the Key Investor Information Document, along with the application, form the Agreement between you and us. All documentation provided to you should be construed in accordance with these terms and conditions.

We will operate the account in accordance with the Agreement, the Rules and the Regulations, and FCA, PRA and HMRC guidance as applicable to CTF accounts. In the event that any of the Terms or Conditions outlined in the Agreement conflict with the Rules and/or the Regulations, the Rules and/or the Regulations will prevail.

The information in the Key Features, Terms and Conditions, and Key Investor Information document is based on our understanding of current law (including tax law), the Rules, the Regulations and FCA, PRA and HMRC guidance. These could change in the future and could affect the benefits enjoyed by this account.

The law of England and Wales will apply to the account and this Agreement, which will be written in English. We will always write and speak to you in English and all financial transactions will be in pounds sterling.

### Changes to the fund or the Agreement

We can make a change to the Agreement but only for one or more of the following reasons:

- a) to make the Agreement easier to understand, fairer, or to correct mistakes;
- b) to improve the service to you or make the service, or the running of the fund, more efficient or cost-effective;

- c) to enable us to comply with the law (including tax law), or the Rules and the Regulations, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator;
- d) to enable us to make reasonable changes to the way we manage your account or your investment, as a result of changes in technology or in the systems we use; or,
- e) where the change is an increase in charges or to introduce a new charge, to reflect an increase in the costs in running the fund, or in providing account services to you.

Changes to the fund, or a change of fund, may also be made for the following additional reasons:

- to try to improve the fund's, or the account's, prospects for growth;
- to change the risk profile to try to reduce the risk that investors in the fund are exposed to.

Any change to the fund will be made in accordance with the Rules.

If we make a change to the Agreement which is to your or the child's disadvantage, we will notify you personally at least 30 days before we make the change.

If we make a change for the reason detailed in c) above, or if we make a change that is not to your disadvantage, we may make the change without giving you any prior notice. We will let you know about these changes as soon as possible.

We will not make any changes that might break the Rules and/or the Regulations for CTF accounts.

## Useful contacts

### Financial Ombudsman Service

Exchange Tower,  
London E14 9SR

t 0800 023 4 567  
e [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
w [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

10th Floor, Beaufort House,  
15 St Botolph Street, London EC3A 7QU

t 0800 678 1100  
w [fscs.org.uk](http://fscs.org.uk)




Please note, call charges may apply. If you need further information, please contact your phone provider.





The Key Features, Terms and Conditions and the Key Investor Information documents, for the fund, are available in large print, Braille or audio by phoning **0344 8 920 920**.

## Contact us

 OneFamily - 16-17 West Street - Brighton - BN1 2RL  0344 8 920 920\*  [onefamily.com](https://www.onefamily.com)

\*Open 9am to 7pm Monday to Friday. 9am to 1pm Saturday. Calls may be monitored and recorded for training purposes. Calls to 0344 numbers are charged at local rate and will normally be part of any inclusive minutes provided with phone packages, even when calling from a mobile. The actual cost will depend on your provider's tariff. For more information please contact your provider.

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**OneFamily does not provide advice, on this product. If you have any doubts about the suitability of this product you should seek independent financial advice.**

OneFamily, OneFamily, 16 - 17 West Street, Brighton, BN1 2RL.

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