



Brewin
Dolphin

Terms and Conditions RBC Brewin Dolphin Ireland

[ISA Supplementary Terms](#)

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ISA SUPPLEMENTARY TERMS

ISA SUPPLEMENTARY TERMS FOR BREWIN DOLPHIN WEALTH MANAGEMENT LIMITED ("RBC BREWIN DOLPHIN" and "RBCBD").

1. This section (the "ISA Supplementary Terms") applies to the provision of our Individual Savings Account ("ISA") services to Retail Clients and contains provisions specifically relating to the RBC Brewin Dolphin ISA service. These ISA Supplementary Terms should be read in conjunction with the Terms.
2. Should there be any inconsistency and/or conflict between the Terms or these ISA Supplementary Terms, the ISA Supplementary Terms shall take precedence. In addition, your ISA and this Agreement are subject at all times to the ISA Regulations, and we may do whatever we consider necessary to comply with them. Should there be any inconsistency or conflict between the Agreement and the ISA Regulations, the ISA Regulations shall prevail.

COMMENCEMENT

3. For existing ISA clients of RBC Brewin Dolphin this Agreement replaces any previous agreement with you.
4. For new ISA clients of RBC Brewin Dolphin, the Agreement becomes effective on the date on which we accept both your completed and signed ISA Account Opening Form and ISA Transfer Authority Form.
5. We reserve the right not to accept your application to open an ISA account with us and transfer your ISA to us. We may reject your application to open an ISA account with us at our discretion and without providing a reason. If we accept your application and transfer to us, we will write to you confirming this, with details of your new account including your account number. If we reject your application, we will notify you accordingly.

ISA ACCOUNT REQUIREMENTS

6. Only Qualifying Individuals are eligible and permitted to subscribe to a Stocks and Shares ISA. A Qualifying Individual, in summary, is an individual who:
 - (a) is 18 years of age or older, and
 - (b) is resident in the UK (England, Wales, Scotland, and Northern Ireland) or is a Crown employee serving overseas or married to or in civil partnership with a Crown employee serving overseas.
7. To open an ISA account with RBC Brewin Dolphin, you must have a pre-existing ISA account and no longer be resident in the UK.
8. As you will not meet the above qualifying criteria you will not be able to make any subscriptions to your RBC Brewin Dolphin ISA.
9. You must inform us immediately in writing if you become resident in the UK again, in such circumstances you will be required to transfer your ISA to another ISA provider in the UK.

OUR SERVICE

General

10. We offer a Stocks and Shares ISA only. We do not offer a Cash ISA.
11. We will act as the ISA Manager in relation to your ISA and provide Discretionary Managed ISA services only.

Qualifying Investments

12. Only Qualifying Investments may be held within an ISA. Details of the Qualifying Investments for the purposes of the ISA Regulations are located on HMRC's website.

TRANSFERS FROM ANOTHER ISA PROVIDER

13. Existing ISAs held with other ISA providers may be transferred to our ISA service, subject to our agreement, satisfactory anti money laundering verification and the ISA Regulations. You may apply to transfer your existing ISA(s) by completing the ISA Transfer Authority Form.
14. There is no maximum sum which may be transferred to us; however, we may restrict any such sum at our discretion.
15. Transfers into your Stocks and Shares ISA may only be in the form of cash saved in a Cash ISA or in the form of cash and/or stocks and shares held within a Stocks and Shares ISA. Any cash transferred must be held within your account and the stocks and shares must be registered in the name of our External Service Provider before we are able to deal on your account.

16. If any documents required to effect a transfer to us are unavailable or are incomplete, all documents including any instructions may be returned to you for completion. This may delay the transfer process.

CLIENT MONEY

17. All cash held in the account will be held in accordance with the Central Bank of Ireland ('CBI') Client Assets Regulations and the ISA Regulations.

OWNERSHIP OF INVESTMENTS

18. Qualifying Investments within your ISA will be held by us either in:
- (a) the name of a third-party custodian (currently Pershing Securities International Limited) or sub custodian who holds the investments to our order and acts as our nominee;
 - (b) the name of our nominee companies; or
 - (c) the name of Brewin Dolphin Wealth Management Limited.
19. Qualifying Investments will remain in your beneficial ownership. Any share certificate or other document evidencing title to your stocks and shares shall be held by us or as we may direct. Qualifying Investments within your ISA must not be used as security for a loan. Shares or share certificates held by us pending subscription to the account will not be lent to third parties, nor used as security for a loan.
20. You agree with us that whenever you instruct us to buy, sell or hold Qualifying Investments:
- (a) you are, or will be, the beneficial owner of the Qualifying Investments;
 - (b) you have not granted a charge or mortgage over them;
 - (c) no-one else has or will have any rights in respect of the Qualifying Investments, including rights to demand that they be transferred to settle amounts you owe, or to sell the investments; and you will not without our prior written agreement sell, dispose of, deal with or give anyone else any rights over the Qualifying Investments while they are held by us.

INVESTOR RIGHTS

21. As all investments in your account are held in the name of our third party custodian or nominee, you will not automatically receive information from the companies or funds in which your account is invested. At your request, we can make arrangements for you to be able to receive the annual report and accounts and any other information issued to investors in any company, unit trust, open-ended investment company or other entity in which your account is invested.
22. The Terms explain our approach to Corporate Actions and depending on your service the procedures you will need to follow to attend any meetings and exercise voting rights.
23. When considering a rights issue or open offer, an existing investment can be sold to pay for the rights issue/open offer

WITHDRAWAL OF ASSETS, TRANSFERS OUT AND TERMINATION

Withdrawal Of Account Investments

24. You may withdraw all or part of the assets held within your account by giving written notice to us, at our address. We will comply with your instruction except where we reasonably believe that compliance is impracticable or may contravene the ISA Regulations (or any other law, rule, or regulation). If you have not specified a deadline, we will seek to comply with your instruction no later than 30 days from receipt of your instructions.

Voiding of the Account

25. If you breach any of the ISA Regulations, you may lose the ISA tax benefits and the account may be voided. If your account is voided, a fee may be charged by us, and you should notify HMRC immediately. We may, without your prior authorisation, dispose of any investments held within the account on instruction from HMRC.
26. If your account has or will become void for tax purposes, your Investment Manager will notify you.
27. In addition to the provisions under the heading 'Your Obligations To Us' in the Terms, you will be responsible for paying to us the full amount of any claims, liabilities, taxes, losses, expenses or costs of any kind whatsoever which we may bear, incur or have made against us as a result of or in connection with:
- (a) the account being voided under the relevant ISA Regulations; or
 - (b) any payment arising as a result of or in connection with, the closure or transfer of any part of your account where such voiding or irregularity arises as a result, directly or indirectly, of any act or omission on your part.

Termination Or Transfer to Another ISA Manager

28. You may, by giving notice to us in writing, elect to terminate the account or to transfer your account either in whole (with all rights and obligations) or in part to another ISA manager. Except where we reasonably believe that compliance with your instruction may cause a contravention of the ISA Regulations or any other law, rule or regulation, we will comply with your instructions within any practicable time stipulated by you in your written instructions or, if you have not specified a time, within 30 days from receipt of your instructions.
29. If you wish to transfer your account to another ISA manager, you should complete the new ISA manager's transfer application form and send this to the new ISA manager who will contact RBC Brewin Dolphin on your behalf. Investments can either be re-registered into a new ISA manager's name, or their nominee, and/or the investments can be liquidated, and the cash transferred.
30. On termination, investments can either be re-registered in your name as the beneficial owner (or in the name of your nominee) and/or the investments can be liquidated, and the cash transferred.
31. Any transfer or termination will be subject to:
 - (a) the payment of all charges due and payable to us;
 - (b) the settlement of any outstanding transactions in relation to the account; and
 - (c) payment of any commissions or fees or any other charges in relation to the account.
32. In the event that all such transactions and charges are not settled prior to the agreed transfer date, we may, prior to such transfer, sell sufficient investments from the account to pay those charges or to settle outstanding transactions.
33. We may terminate our services as ISA Manager by giving you at least 30 calendar days' written notice. The provisions of clauses 232-241 in Section 1 of the Terms apply to any termination.

DEATH OF A CLIENT

34. In the event of your death, the account will be suspended and designated a "continuing ISA account of a deceased investor" and we will settle any open positions. The account may continue to be eligible for ISA tax benefits, until the earlier of the completion of the administration of your estate; the closure of the account; or, the third anniversary of your death.

RELATIONS WITH HMRC AND OTHER REGULATORS

35. We may supply to HMRC, the CBI or any other regulatory authority all relevant information and documentation that we reasonably believe to be necessary to provide for the purposes of this Agreement or to comply with the ISA Regulations, the Rules or as may be requested by any such authority. We may take such action as may reasonably be required to comply with any directions from or requirements of HMRC, CBI or any other regulatory authority.

DELEGATION

36. We may delegate any of our functions and responsibilities under these ISA Supplementary Terms. We may provide the delegate with such information about you and your account as necessary to perform any delegated tasks, and we will remain responsible for any delegated matters. We shall satisfy ourselves that any person to whom we delegate our functions or responsibilities under these ISA Supplementary Terms is competent to carry out the functions and responsibilities.

TAX

37. The tax regime applicable to ISAs is subject to legislative change and the value of any tax relief available will depend on your own personal circumstances.

ISA GLOSSARY

Cash ISA means a cash only ISA held in accordance with the ISA Regulations.

CAR or "Client Asset Regulations" mean the relevant client assets sections of the MiFID II Regulations and the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Investment Firms) Regulations 2017 and any other relevant legislation in relation to client assets, as same may be amended or superseded from time to time.

CBI means the Central Bank of Ireland or any successor body.

Client Funds means funds which may be held by the firm in relation to investment business that is regulated by the CBI.

External Service Provider means Pershing Securities International Limited (PSIL) or an affiliate of PSIL as may be notified by us to you, in accordance with our powers to vary these Terms or another body as notified to you from time to time. PSIL is authorised by the Central Bank of Ireland and is a member of the Irish and London Stock Exchanges.

PSIL is incorporated in Ireland, company number 367098, and has its registered office at Riverside Two, Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2.

HMRC means HM Revenue and Customs (UK).

Investment Manager means the RBC Brewin Dolphin contact who is/will be your usual point of contact.

ISA means an Individual Savings Account established pursuant to the ISA Regulations and includes any Personal Equity Plan (PEP) held prior to 6 April 2008.

ISA Application Form means the account opening form(s) or application form(s) and requisite declaration, completed by you to open a new RBC Brewin Dolphin ISA with us.

ISA Manager means RBC Brewin Dolphin.

ISA Transfer Authority Form means the form used to transfer an existing ISA.

MiFID II Regulations means the European Union (Markets in Financial Instruments) Regulations 2017 (as amended).

Nominee Company means any person or legal entity appointed by Brewin Dolphin Wealth Management Limited to provide safe custody, nominee, or associated services in relation to assets.

Qualifying Investments means specific investments that managers may purchase, make or hold in a Stocks and Shares ISA.

Retail Client is as defined by the Rules.

Rules means the rules contain in the MiFID II Regulations, the Delegated Regulation and/or the Client Asset Regulations.

Stocks and Shares ISA means a non-cash ISA where funds are invested in a portfolio of shares or other transferable securities.

Tax Year (for the purposes of our ISA Supplementary Terms) means the tax year in the United Kingdom.

We, us, or our means RBCBD, RBC Brewin Dolphin or Brewin Dolphin Wealth Management Limited.

You means our client, including all account holders if the account is in more than one name.

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