



BREWIN  
DOLPHIN

# Terms & Conditions Ireland

*ISA Supplementary Terms*

## Contact us

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## ISA SUPPLEMENTARY TERMS

ISA SUPPLEMENTARY TERMS FOR BREWIN DOLPHIN WEALTH MANAGEMENT LIMITED (“BREWIN DOLPHIN”)– PLEASE CONTACT BREWIN DOLPHIN IF YOU WOULD LIKE TO ENQUIRE ABOUT OPENING A NEW ISA OR SUBSCRIBING TO AN EXISTING BREWIN DOLPHIN ISA

1. This section (the “ISA Supplementary Terms”) applies to the provision of our Individual Savings Account (“ISA”) services to Retail Clients. Our legal relationship with you is governed by these ISA Supplementary Terms and the documents set out in clause 12 of Section 1 – our Terms & Conditions Ireland, (“Terms” and collectively with these ISA Supplementary Terms referred to as the “Agreement”), which together set out the basis on which we provide our ISA services to you.
2. These ISA Supplementary Terms contain provisions specifically relating to the Brewin Dolphin ISA service and should be read in conjunction with the Terms set out in Sections 1 to 6 (as appropriate).
3. 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

4. For existing ISA clients of BD this Agreement replaces any previous agreement with effect from the date notified to you in the communication despatched with the Agreement.
5. For new ISA clients of BD, the Agreement becomes effective on the date on which we accept your completed and signed ISA Application Form and/or ISA Transfer Authority Form.
6. We reserve the right not to accept your application or transfer to us and we may reject your application to open an ISA at our discretion and without providing a reason. If we accept your application or 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.
7. If we receive your completed and signed ISA Application Form prior to the Tax Year to which it relates, we may accept it but we cannot implement your investment instructions until the start of the new Tax Year. In these circumstances, we may retain your subscription in cash in a client bank account pending the start of the relevant Tax Year. We will contact you if we are unable to hold your subscription until the start of the relevant Tax Year.

### ELIGIBILITY REQUIREMENTS

8. 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;
  - b. has not subscribed to any other Stocks and Shares ISA in the Tax Year in which the application to open a Brewin Dolphin ISA is made; and
  - c. 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.
9. If you are not eligible for an ISA when you apply for the Brewin Dolphin ISA, then the tax benefits and exemptions of an ISA will not apply and any subscriptions will be voided and returned to you.
10. If you later cease to satisfy the eligibility requirements for ISAs, then your ISA will continue to receive the tax benefits and exemptions but you will not be eligible to make any further subscriptions until you meet those eligibility requirements again.
11. You must inform us immediately in writing if you cease to be resident in the UK or otherwise cease to be a Qualifying Individual or if any of the declarations made or information given in the ISA Application Form or ISA Transfer Authority Form stops being true or accurate. This is important as it may affect the tax status of your ISA.

## OUR SERVICE

### General

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

### Qualifying Investments

14. 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.

### Subscriptions

15. Your initial subscription to open an ISA must be made by completion of the ISA Application Form, which will be a 'continuous' ISA application for the present Tax Year and for subsequent Tax Years. You will not need to complete a new ISA Application Form in subsequent Tax Years, provided that we receive a subscription from you in each subsequent Tax Year. If we don't receive a subscription from you, you will be required to complete a new ISA Application Form for the next Tax Year in which you choose to subscribe to your ISA. Where your ISA is discretionary and you also hold a non-ISA discretionary portfolio with us, your Investment Manager will determine the timing of subscription to your ISA.
16. Subscriptions to your Brewin Dolphin ISA may be made by you in any of the following ways:
  - a. cheque (in respect of cash held by you personally);
  - b. the sale of Qualifying Investments held outside an ISA and their repurchase within your account (known as "Bed and ISA"); or
  - c. by the direct transfer of shares from an HMRC approved savings related share option scheme or share incentive plan (see clauses 27-30 below).

### Investment Subscription Limits

17. There are prescribed limits as to the maximum amount that may be invested in ISAs in any Tax Year. The current Annual Subscription Limit, which is subject to change and is available from HMRC. Total subscriptions to your account in any Tax Year must not exceed the Annual Subscription Limit. We will notify you of any future changes to the Annual Subscription Limit in your half-yearly report. You may only subscribe to one Stocks and Shares ISA per tax year.
18. Depending on how funds and/or investments are added to your account, they may or may not count towards the Annual Subscription Limit.
19. We shall take reasonable steps to ensure that applications and subscriptions to ISAs are processed promptly.
20. If you request any subscription amounts to be returned to you prior to their investment, we will return the subscription to you without paying interest to you. If you request any subscription amount to be returned to you, unless your request is made pursuant to, and in accordance with, your cancellation rights as set out under the heading 'Your Right To Cancel' in the Terms, the subscription amount returned to you will count towards the Annual Subscription Limit for that Tax Year. We do not offer a Flexible ISA.

### Purchase Of Qualifying Investments

21. We will invest the cash held in your account in Qualifying Investments purchased on the open market, or for authorised funds, directly from the fund manager (in accordance with your instructions). Qualifying Investments will be purchased at the prevailing open market price or, for authorised funds, at the fund manager's dealing price for purchase transactions. The purchased Qualifying Investments will be credited to your account.

### Additional Permitted Subscriptions

22. If you are eligible for an Additional Permitted Subscription under the HM Revenue and Customs rules, following the death of your spouse or civil partner, please contact your Investment Manager. This will not form part of your Annual Subscription Limit.

## TRANSFERS FROM ANOTHER ACCOUNT MANAGER

23. Existing ISAs held with other account managers 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.

24. There is no maximum sum which may be transferred to us, however, we may restrict any such sum at our discretion. The subscriptions must be within the Annual Subscription Limit in each Tax Year. You are not permitted to 'carry forward' any unused subscription allowance or part thereof from a previous Tax Year, and transfers from previous Tax Years will not affect your Annual Subscription Limit.
25. Transfers into your ISA may 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 have been registered into the name of our nominee before we are able to deal on your account.
26. 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.

#### TRANSFER OF SHARES FROM AN HMRC APPROVED SCHEME TO AN ISA

27. You may subscribe to your Brewin Dolphin ISA, subject to the Annual Subscription Limit, by direct transfer to your account of the shares acquired by you from the following HMRC approved schemes:
  - a. savings-related share option scheme; or
  - b. share incentive plan.
28. Investments arising from the above schemes must be transferred to us before the expiry of 90 days from:
  - a. in the case of savings-related share option scheme, the date on which you exercised your option; or
  - b. in the case of a share incentive plan, the date on which those shares ceased to be subject to the plan.
29. Where the value of transferred shares is likely to exceed the Annual Subscription Limit, you must specify to us the number or value of shares to be transferred into the account or the value of subscription you wish to achieve. Any surplus shares will be returned to you, unless we are advised to the contrary or you instruct us to sell some or all of those shares. You may combine any of the above methods for subscription provided that the aggregate subscriptions remain within the Annual Subscription Limit.
30. Please note that shares from an executive share option scheme do not fall within the scope of HMRC approved schemes which may be transferred directly into an ISA. If you wish to transfer such shares into your account, it must be done by Bed and ISA.

#### CLIENT MONEY

31. All cash held in the account will be held in accordance with the CBI Client Assets Regulations and the ISA Regulations.
32. Please be aware that payment of deposit interest is subject to change in line with prevailing interest rates and tax legislation.
33. Where the applicable interest rate is negative you agree that the negative interest may be applied to the cash held in your account and that your account may be debited accordingly.

#### DIVIDENDS, INTEREST AND OTHER SIMILAR PAYMENTS

34. All income arising in relation to Qualifying Investments held within your account (including dividends, accrued interest arising from Bonds and other similar distributions) will be credited to your account within 10 business days of receipt.
35. You authorise us to deduct or withhold any sum with regard to your account which we reasonably believe should be deducted or withheld in accordance with any law or practice, of any revenue authority, in any relevant jurisdiction.
36. You authorise us to make (and we will process) the necessary claims from HMRC for tax credits or tax deducted at source in respect of Qualifying Investments held within your account. Any tax credit will be applied to your account as soon as practicable after receipt and dealt with in accordance with your instructions.
37. The ISA Application Form includes a section for you to provide your initial instructions to us for the handling of dividend income.

#### OWNERSHIP OF INVESTMENTS

38. Qualifying Investments within your ISA will be held by us either in:
  - a. the name of a third party custodian (currently Pershing International Securities 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.
39. 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.
40. 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
  - d. 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.

## REPORTING

41. We will send you a statement four times per year. This will show the capital value of your Qualifying Investments, the amount of any interest and dividends that have been paid into your account, together with sales and purchases over the preceding quarter.

## INVESTOR RIGHTS

42. You will not automatically receive information from the companies or funds in which your account is invested (as all investments are held in the name of our third-party custodian or nominee).
43. 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.
44. You must bear in mind the following when considering a rights issue or open offer:
- a. cash already held on deposit within your ISA account does not count towards the Annual Subscription Limit unless the cash was subscribed in the same Tax Year;
  - b. additional cash subscribed to pay for a rights issue will count towards the Annual Subscription Limit;
  - c. an existing investment can be sold to pay for the rights issue/open offer; and
  - d. where cash subscribed would exceed the Annual Subscription Limit if the rights were taken up, then they will be allowed to lapse and any pro rata distribution from the relevant company will be paid to the account or, alternatively, you may elect to take up any surplus rights outside the account as detailed in clause 43 of these ISA Supplementary Terms.

## WITHDRAWAL OF ASSETS, TRANSFERS OUT AND TERMINATION

### Withdrawal Of Account Investments

45. You may withdraw all or part of the assets held within your account by giving written notice to us, at our address. Cash withdrawn that has not yet been invested, will count towards your Annual Subscription Limit unless stated otherwise in clause 20 of these ISA Supplementary Terms. We will comply with your instruction within any practicable time stipulated in your written instructions 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.
46. No further subscription to an ISA from a previous Tax Year can be made, regardless of any withdrawals made from the account. You cannot replace any amount transferred out of your current Tax Year ISA unless you have not yet reached your Annual Subscription Limit for that Tax Year and the new subscription is otherwise in accordance with ISA Regulations

### Voiding Of The Account

47. 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.
48. If your account has or will become void for tax purposes, your Investment Manager will notify you.

49. 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

50. 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 a reasonable time which will not be more than 30 days from receipt of your instructions.
51. 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 BD on your behalf. Please note that current Tax Year subscriptions and the investments arising from them must be transferred in whole. Previous Tax Year subscriptions and the investments arising from them may be transferred in whole or in part. Transfers can only be made to another Stocks and Shares ISA, a cash ISA, or innovative finance ISA in your name. Investments can either be re-registered into any new ISA manager's name, or their nominee, and/or the investments can be liquidated and the cash transferred. In the event of a partial transfer to another ISA manager, you must specify whether it is the current Tax Years ISA subscription only or previous Tax Years ISA subscriptions that are to be transferred. If no instruction is given, we will automatically transfer the amount instructed from previous Tax Years subscriptions first.
52. On a 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.
53. 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.
54. 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.
55. We may terminate our services as ISA Manager by giving you at least 30 calendar days' written notice. The provisions of clauses 230-239 in Section 1 of the Terms apply to any termination.

#### Charges For Termination Or Transfer Of An Account

56. A termination or transfer charge may be levied if you decide to terminate the account or transfer in part or in whole to another ISA manager, unless clauses 246, 253 or 254 of the Terms apply, as well as a charge per investment transferred. You will not incur a charge for transferring the investment if the transfer is made internally.

#### DEATH OF A CLIENT

57. In the event of your death, the account will be suspended and designated a "continuing ISA account of a deceased investor" and we will close any open positions. The account will 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. When the continuing ISA account of a deceased investor is discontinued, all subsequent income or gains will become taxable.
58. We will require a certified copy of the death certificate to be provided to us, and the personal representative of the estate will be required to supply a certified copy of the grant of probate, certificate of confirmation (in Scotland), letters of administration or equivalent before we can accept any instructions in relation to the account or release any funds or otherwise deal with the investments. The sale or transfer of investments out of the account will incur a charge per holding as disclosed in the relevant 'Our Services & Charges' notification (except where the transfer is made internally).

## RELATIONS WITH HMRC AND OTHER REGULATORS

59. 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

60. 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

61. 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.

## Glossary

**Account Opening Form** means the relevant account opening form for the type of service.

**Additional Permitted Subscription** means an additional allowance on top of the Annual Subscription Limit for the amount permitted to be subscribed to any of your ISAs within any given Tax Year, if your spouse or civil partner dies.

**Agreement** means the agreement between you and us relating to our provision of services to you, and which is made up of the documents described in paragraphs a) to d) of clause 12 of Section 1 of the Terms.

**Annual Subscription Limit** means the maximum amount permitted to be subscribed to any of your ISAs within any given Tax Year under the ISA Regulations, which is subject to change.

**Business Day** means any day on which banks are open for business in the City of Dublin except Saturdays or Sundays.

**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 Regulations and the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Investment Firms) Regulations 2017 and any other relevant legislation in relation 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.

**The Code** means the Consumer Protection Code published by the Central Bank, as amended from time to time.

**Collective Investment scheme** means a system for pooled investment in securities where investors combine their resources to buy investments together, achieved typically through the medium of unit trusts or OEICs.

**Contract Note** means a document which confirms the details of your transaction and act as an invoice for that transaction.

**Delegated Regulation** means the Commission Delegated Regulation (EU) No. 2017/565

**Derivative** means a financial instrument whose value is derived from an underlying asset, index or value. Investors enter into an agreement to exchange cash or assets over time based on the change in the value of the underlying asset.

**Deposit interest retention tax (DIRT)** means a form of tax on interest earned on bank accounts in Ireland.

**EEA** means the European Economic Area.

**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 Brewin Dolphin contact who is/will be your usual point of contact

**Investment Objective** means three broad categories of Investment Objective: Capital Growth; Income; or Income and Capital Growth.

**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 and subscribe to a new Brewin Dolphin ISA with us.

**ISA Manager** means the Brewin Dolphin ISA manager who is/will be your usual point of contact for the Brewin Dolphin ISA service.

**ISA Subscription Form** means the form used to make subscriptions into your ISA.

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

**MiFID 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.

**OEIC** means Open ended investment company.

**Our Fees and Charges** means the 'Our services & charges' document detailing our transaction charges, our fees and other charges for our services as amended from time to time in accordance with these Terms.

**Personal Representative** means a person appointed under the law of the relevant jurisdiction to administer the estate of a deceased person.

**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.

**PRIP** means a packaged retail or insurance-based investment product as defined under the European Union Regulation No 1286/2014 on key information documents for packaged retail and insurance based investment products.

**Professional Client** is as defined by the Rules.

**Risk Category** means a category describing attitude to risk defined by a scale of 1 to 6, as described in the guide to our risk categories booklet and which may be amended from time to time.

**Rules** means the rules contained the MiFID Regulations, the Delegated Regulation and/or the Client Asset Regulations.

**Service Category** means any or all of the categories of service that we provide to you under our Agreement as described in clause 53 of Section 1 of the Terms.

**SIPP** means a self-invested personal pension.

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

**Supranational Organisation** means an international organisation, or union, usually governmental or quasi-governmental, to which certain powers are delegated by governments of member states. Examples include The European Union and The United Nations.

**Suitability Report** means when providing investment advice, Brewin Dolphin will provide you with a suitability report outlining the advice given and how the recommendation is suitable for you.

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

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

**Wrapper Investment** means a Self-Directed Personal Pension or other similar wrapped product, and may also include either a SIPP or an offshore bond if agreed by us.

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



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