

Section 1 - General Terms and Conditions

1. How to read your Customer Agreement

- 1.1 Defined terms used in this document are set out in the [Glossary](#) at the end of this document. The Glossary also includes rules that apply when interpreting the Customer Agreement.
- 1.2 Tembo, Tembo Savings, Tembo Lifetime ISA, Tembo LISA, and Tembo Cash ISA are trading names of Tembo Savings Limited, which is authorised and regulated by the Financial Conduct Authority (FRN: 928010) and registered as an account information services provider (FRN: 913654). We are a private limited company registered at 18 Crucifix Lane, London, SE1 3JW, with registration number 12008146. References to “we”, “us” and “our” include ourselves and also any other person we transfer our rights and obligations under the Agreement to.
- 1.3 You are the customer who has applied for an Account.
- 1.4 The Customer Agreement applies to you if you have, or have applied for an Account. The Customer Agreement applies from the date you agree to it. Your Customer Agreement with us for an Account is made up of the following:

If you hold a Cash LISA:	<ul style="list-style-type: none"> • your application for the Cash LISA; • Section 1 – General Terms and Conditions; • Section 2 – Additional Terms and Conditions for the Cash LISA; and • the information we provide in our App and/or on our website about the interest rate applicable to Cash LISAs and our fees and charges.
If you hold a Stocks and Shares LISA:	<ul style="list-style-type: none"> • your application for the Stocks and Shares LISA; • Section 1 – General Terms and Conditions; • Section 3 – Additional Terms and Conditions for the Stocks and Shares LISA; • the information we provide in our App and/or on our website about the funds in which Investments are available and our fees and charges; <p>You should also read the Customer Agreement together with our Order Execution Policy and our Conflict of Interest Policy, as amended from time to time. You can find copies of our Order Execution Policy and our Conflict of Interest Policy in the App and/or on our website.</p>
If you hold a Cash ISA:	<ul style="list-style-type: none"> • your application for the Cash ISA; • Section 1 – General Terms and Conditions; • Section 4 – Additional Terms and Conditions for the Cash ISA; and • the information we provide in our App and/or on our website about the interest rate applicable to Cash ISAs and our fees and charges.

- 1.5 If you have more than one Account with us, our agreement with you for each Account will be a separate Customer Agreement. This means that you may have more than one Customer Agreement with us at any time. It also means that if you cancel a Customer Agreement, or a Customer Agreement ends, this will not affect any other Customer Agreement that is in place between you and us.
- 1.6 Your Customer Agreement will become legally binding on you and us when we accept your application for the Account. However, this does not mean that it is guaranteed that your ISA/LISA will be opened. As

explained in condition 3, we must check your information with HMRC, and we must receive your first payment into the Account.

2. Communication

- 2.1 The main way to communicate with us is through the App. If the App is not working, you can contact us using the contact details set out on our website.
- 2.2 Unless we say otherwise in the Customer Agreement, you must not send us instructions by email, SMS or text.
- 2.3 We may contact you through the App. We may also contact you by telephone, SMS, text, email or post, using the most recent details you have given us. Where, in accordance with this Customer Agreement, we are required to give you notice, we may do so through notifications within the App as well as by email or post.
- 2.4 Any communication will be treated as being received as follows:
- (a) in the case of post: two Working Days after posting; and
 - (b) in the case of an App-generated notification, in-App message or instruction, text, SMS or email: immediately once the notification is generated or the message, instruction, text, SMS or email is sent, unless a delivery error message is generated. If you send us an in-App message or instruction, text, SMS or email outside of normal working hours (9am-5pm on a Working Day), we will not be treated as receiving this until 9am on the next Working Day.
- 2.5 You must notify us via the App without delay where your contact details change. If you do not do so, we will not be liable to you if we send communications using out of date contact details.
- 2.6 We cannot guarantee that electronic communications sent by us to you will be received by you, or will be virus free. Unless we have been negligent, or we are in breach of any Legal or Regulatory Requirements, we will not be liable to you for any losses, costs or damages caused as a result of you not receiving an electronic communication we have sent, or as a result of any virus or similar damaging content in our communication.

3. Opening an Account

- 3.1 You appoint us as your ISA Manager, to manage your Account.
- 3.2 You cannot open any type of Account with us if you are:
- (a) a citizen or resident of the United States (including someone who has been naturalised as a US citizen or someone who holds a US passport);
 - (b) an individual born in the United States or any of its territories;
 - (c) an individual who has a parent who is a US citizen;
 - (d) an individual who meets the “substantial presence test” for residence under US law; or
 - (e) a person who is not a United States foreign person.

By opening an Account with us, you confirm that none of the above apply to you. If your circumstances change and you think you no longer meet the eligibility criteria for your Account, you must let us know straight away.

Opening a Lifetime ISA Account

- 3.3 At the time you complete your application to us for your LISA Account and make your first payment into your Account, you must be 18 to 39 years old and be either:
- (a) resident in the UK; or
 - (b) a member of the armed forces or a Crown servant (for example, diplomatic or overseas Civil Service) or their spouse or civil partner if you do not live in the UK.
- 3.4 Provided you are a resident in the UK, a Crown Employee, or married to or in a civil partnership with a Crown Employee, and are less than 50 years old, you can open an Account to receive a transfer in of a LISA that you opened with another ISA Manager before you turned 40.
- 3.5 You cannot open a Cash LISA or Stocks and Shares LISA if you have already subscribed to a LISA (of any type) in the same tax year.
- 3.6 We will not open your LISA Account until we receive your first payment and we have checked your personal information with HMRC (how we use your personal information and who we may share it with is explained in our privacy policy).
- 3.7 The Account must be in your sole name and in your beneficial ownership. Joint Accounts are not allowed. You cannot hold your Account for the benefit of anyone else, and you cannot use it as security for a loan.
- 3.8 If you apply for an Account but you do not pay any money into it, or if your details do not match HMRC records and you do not correct these, we will not open your Account. If this happens, you will not be treated as having subscribed to the Account.
- 3.9 If you already hold a Help to Buy ISA, you can open a LISA, but you can only use the bonus from either your Help to Buy ISA or your LISA to buy your first home.

Opening a Cash ISA Account

- 3.10 At the time you complete your application to us for your ISA Account, you must be 18 years or older and be either:
- (a) resident in the UK; or
 - (b) a member of the armed forces or a Crown servant (for example, diplomatic or overseas Civil Service) or their spouse or civil partner if you do not live in the UK.
- 3.11 The Account must be in your sole name and in your beneficial ownership. Joint Accounts are not allowed. You cannot hold your Account for the benefit of anyone else, and you cannot use it as security for a loan.
- 3.12 We will not open your ISA Account until we receive your first payment and we have checked your personal information with HMRC (how we use your personal information and who we may share it with, is explained in our privacy policy).
- 3.13 If you apply for an Account but you do not pay any money into it, or if your details do not match HMRC records and you do not correct these, we will not open your Account. If this happens you will not be treated as having subscribed to the Account.

4. Your right to cancel

- 4.1 You have the right to cancel the Customer Agreement for your LISA Account within 30 days of us receiving the first payment into your Account and, for an ISA Account, within 14 days of us receiving the first payment into your Account. This is the **Cancellation Period**.
- 4.2 If you want to cancel the Customer Agreement, you must tell us during the Cancellation Period via the App or by email or by writing to us at the address in condition 1.2 above.

- 4.3 If you cancel the Customer Agreement during the Cancellation Period, the Customer Agreement will end, and we will refund any money we owe you as follows:
- (a) if we hold cash for you, we will transfer this back to you without interest, but after deducting any of our fees and charges (explained in condition 4.5); and
 - (b) if we hold Investments in your Account, we will sell the Investments, we will transfer the cash proceeds back to you once your Investments have been sold and after deducting our fees and charges (explained in condition 4.5). The amount transferred back to you could be less than you paid us because we have deducted our fees and charges and because the value of the Investments may have fallen.
- 4.4 You will not be charged a **Withdrawal Charge** for cancelling the Customer Agreement for your LISA Account within the Cancellation Period.
- 4.5 If you cancel the Customer Agreement, we can charge our fees and charges for services provided up to the date on which the Customer Agreement is cancelled. These include, if you have opened a Stocks and Shares LISA, any Management or Platform Fee for the period up to the date of cancellation.
- 4.6 On cancellation, we will only pay money back to your Nominated Account. If you have not given us your Nominated Account details or we have not yet been able to complete our checks against the Nominated Account, there will be a delay in us giving you your money back.
- 4.7 If, during the Cancellation Period, you transferred money from another ISA Manager, we will take reasonable steps to return this to that ISA Manager, but that ISA Manager is not obliged to accept this.
- 4.8 If you cancel your Customer Agreement during the Cancellation Period, your cancelled Account will not count as an ISA subscription for that year. You will be treated as if you had not subscribed to the Account.
- 4.9 If you do not cancel your Agreement during the Cancellation Period, if you wish to close your account you will need to do so in accordance with condition 21.

5. Subscription Limits

- 5.1 The maximum amount you can pay into your Account each tax year is set by the Government and may change over time; this is the **Subscription Limit**. The current Subscription Limit is set out in the App and/or on our website. Any interest, growth in the value of Investments or Government Bonus paid into your Account will not cause you to exceed the Subscription Limit.
- 5.2 You can split your Subscription Limit between a cash ISA, a stocks and shares ISA, a Lifetime ISA (up to a sub-limit) and an innovative finance ISA. Except in the case of Lifetime ISAs, you are able to subscribe to more than one of each type of ISA (i.e. a cash ISA, a stocks and Shares ISA and an innovative finance ISA) in the same tax year provided you do not go over the Subscription Limits or your overall annual allowance. You cannot subscribe to more than one Lifetime ISA in a tax year.
- 5.3 We are responsible for ensuring that the Subscription Limit is not exceeded for any subscriptions made to the accounts you hold with us. However, if you hold accounts with other providers in addition to us, you are responsible for ensuring that your contributions across all accounts do not exceed the Subscription Limit.

6. Giving instructions

- 6.1 Unless we expressly say otherwise elsewhere in the Customer Agreement, you can only give us instructions using the App. Once we have received your instruction, you will not be able to amend or revoke it.
- 6.2 When you pay money into your Stocks and Shares LISA, or we collect a Direct Debit payment into your Stocks and Shares LISA, we will treat that as an instruction to purchase Investments which is received by us at the time the funds paid in are cleared (i.e. available to use).

- 6.3 If we receive your instruction outside our normal working hours (9 am - 5 pm on a Working Day) or on a non-Working Day, we will treat your instruction as being received on the next Working Day.
- 6.4 We can refuse to act on your instruction (or delay acting on it in some cases while we check with you) in any of the following cases:
- (a) your instruction was not given using the method of communication set out for that type of instruction in the Customer Agreement;
 - (b) we do not think it was you who gave us the instruction;
 - (c) your instruction is unclear or incomplete;
 - (d) we reasonably suspect that your access to the App and/or the Account has been compromised;
 - (e) we reasonably believe that if we follow your instruction, we will breach any Legal or Regulatory Requirements or market rules, or we might be at risk of censure, fine or other regulatory action from any regulator, Government body or law enforcement body;
 - (f) we reasonably suspect fraud or some other criminal activity;
 - (g) if your instruction is a withdrawal instruction, the amount you wish to withdraw is more than the amount in your Account (or the value of your Investments), taking into account any fees, charges or other amounts payable to us;
 - (h) if we follow your instructions, you would exceed any limit or restriction which applies to your Account, or you would be in breach of the Customer Agreement;
 - (i) your Account has been frozen under condition 21;
 - (j) if you have a Stocks and Shares LISA, this would leave you with available cash or Investments which are less than the minimum permitted balance (if a minimum permitted balance applies, this will be set out in our key features document, the App and/or on our website);
 - (k) if you have a Stocks and Shares LISA, dealing in the relevant Investments has been suspended; or
 - (l) if your instruction relates to a Stocks and Shares LISA, we have reason to believe you are in the United States (or one of its territories) at the time you give us the instruction.
- 6.5 We will usually inform you through the app if we cannot process your instructions and why. However, there may be legal or security reasons why we will not explain this.
- 6.6 If you receive confirmation of an instruction which you do not recognise, you must contact us without delay.
- 6.7 We do not guarantee that the App will be available at all times or without interruption. We will include a notification on the App to let you know in advance of any scheduled downtime or upgrades. However, there may be times when the App is unavailable due to circumstances which are unforeseen or outside our control. In addition, we may have to disable access to the App temporarily for security reasons (for example, to prevent unauthorised access to our services or the risk of damage to our systems). When this happens, we will not be liable to you if we do not receive your instructions or we are unable to act on them.

7. Paying money into your Account

- 7.1 You can only pay money into your Account by Direct Debit or electronic transfer from your Nominated Account. We do not accept cash or cheques. All payments must be in pounds sterling.

- 7.2 The minimum amount you can pay into your Account (if any) is set out in the App and/or on our website.
- 7.3 If we receive money from you by electronic transfer during business hours (9 am - 5 pm) on a Working Day, the money will be paid into your Account on the same Working Day. Otherwise, it will be paid in on the next Working Day. Direct Debits may take up to 5 Working Days to clear into your Account.
- 7.4 If a Direct Debit payment into your Account is challenged and refunded, we will return the payment to your Nominated Account. You will be treated as not having made the subscription. If we need to sell Investments to cover a refunded Direct Debit, we will do this, and you may incur a profit or loss. If your Account goes into debit, you must clear the debit balance on demand. If a Direct Debit into your LISA account is challenged and refunded, no Withdrawal Charge will be payable. However, the refund will affect any Government Bonus that you were entitled to, based on your Account balance including the refunded amount.
- 7.5 If we cannot collect a Direct Debit payment because there are insufficient funds in your Nominated Account, we can charge a reasonable fee which represents our administration time in notifying you and re-attempting to collect the Direct Debit on one additional occasion.
- 7.6 You cannot pay into a LISA Account once you reach age 50. However, you can do so if the payment relates to a returned withdrawal after a failed first-time residential purchase. In this situation, the payment back into the LISA Account of the returned withdrawal will not count towards the Government Bonus.
- 7.7 You cannot make any payments into the Account if you become a resident outside the UK unless you are a Crown Employee or are married to or in a civil partnership with a Crown Employee. You must tell us immediately if you change your residence to somewhere outside the UK, cease to be a Crown Employee, or cease to be married to or in a civil partnership with a Crown Employee.

8. Transfers into your Account

- 8.1 You can make a cash transfer into your Account at any time, provided this will not cause you to exceed your Subscription Limit for that tax year.
- 8.2 To transfer an existing ISA or LISA into your Account, you must complete a transfer instruction form in the App or by requesting a transfer form and emailing this to us.
- 8.3 If you are transferring a Stocks and Shares ISA or LISA to us, we will only accept a transfer of your existing Stocks and Shares ISA or LISA to us in cash.
- 8.4 We have restrictions on accepting transfers, as follows:
- (a) If you have a active Cash ISA or Lifetime ISA, then a transfer in can only be to that existing product; and
 - (b) we cannot accept a transfer if this would cause you to exceed your Subscription Limit for that tax year.
- 8.5 Your existing ISA Manager will tell you about any notice period for transfers and any charges they apply.
- 8.6 Your existing ISA Manager may ask for the transfer form to be signed by you before agreeing to transfer your funds. If this happens, we will contact you and make arrangements for you to sign a copy of the form.

9. Government Bonus (exclusive to LISA Accounts)

- 9.1 A Government Bonus is paid by HMRC on all contributions you make to your LISA Account before you reach 50. We will claim the Government Bonus from HMRC on your behalf. HMRC calculates the Government Bonus based on the amount you pay into your LISA Account each month.

- 9.2 If we make a claim on your behalf for the Government Bonus and HMRC rejects this, HMRC will tell us why. We will let you know within 14 days of being informed by HMRC. You can apply directly to HMRC within 90 days to ask HMRC to reassess its decision. If you are successful, HMRC will ask us to reapply for the Government Bonus on your behalf.
- 9.3 If a Government Bonus is paid to you by mistake, or a Withdrawal Charge is not paid by you when it should have been, HMRC can claim this amount from you. If HMRC instruct us to do so, we must pay this in full or in part directly from your LISA Account, or any other money we hold for you.

10. Withdrawals

- 10.1 A withdrawal is where you take money out of your Account, including where your Account is closed. For transfers of your Account to a new ISA Manager, see condition 11.
- 10.2 To make a withdrawal, you must give us instructions via the App. You can make more than one withdrawal from your Account (although Withdrawal Charges or other restrictions may apply, as explained within this Customer Agreement).
- 10.3 If you are acting as the personal representative of a customer who has passed away, different withdrawal requirements apply as explained in condition 18.
- 10.4 On your instructions and within the time stipulated by you (but subject to the remainder of this condition and Condition 30 where your Account is a Cash LISA and Condition 40 where your account is a Cash ISA), you can withdraw all or part of the money and proceeds of Investments held in your Account. The minimum withdrawal amount is £100 from your Cash LISA and £10 from your Cash ISA (or the balance of your Account if less).
- 10.5 Withdrawals are paid into your Nominated Account within the time stipulated by you (but subject to the remainder of this condition and Condition 30 in relation to withdrawals from a Cash LISA and Condition 40 in relation to withdrawals from a Cash ISA).
- 10.6 If you withdraw money from your Account, you cannot replace it without it counting towards your annual Subscription Limit.

Withdrawals from your LISA Account

- 10.8 If you instruct us to make a withdrawal from your Stocks and Shares LISA, we will treat this as an instruction to sell your Investments in order to pay for the amount withdrawn (unless you have sufficient uninvested cash in the Account to cover the withdrawal).
- 10.9 In the case of a withdrawal from a Cash LISA, payment of the amount withdrawn will be processed at the end of the notice period for withdrawals explained in condition 30. In the case of a withdrawal from a Stocks and Shares LISA, payment of the amount withdrawn will be processed once the relevant Investments have been sold and we have received the proceeds of the sale. The payment may take up to 3 Working Days to arrive.
- 10.10 You cannot withdraw cash from your Stocks and Shares LISA if it is being kept aside to pay for a purchase of Investments which has not yet settled.
- 10.11 If you are due an outstanding Government Bonus into your LISA Account and your withdrawal will trigger a Withdrawal Charge, we must wait for the Government Bonus to be paid before processing your withdrawal request. This is because the amount of the Withdrawal Charge will be based on the balance of the LISA Account including the Government Bonus.

Withdrawals from your LISA Account to buy your first home

- 10.12 You can use the money in your LISA Account to buy your first home if you meet the following conditions:

- (a) you have held your LISA Account for at least 12 months since you made your first payment into the LISA Account. If you have transferred an existing LISA from another ISA Manager, then the 12-month period starts from the time you made your first payment into the LISA you held with your previous ISA Manager. If you have transferred any other type of ISA to us, the 12-month period starts from the date we received your transfer and opened your LISA with us;
- (b) the property must be in the UK and the purchase must be of a legal interest in land;
- (c) the purchase price of the property you want to buy (either by yourself, or with someone else) must not be more than £450,000;
- (d) you must buy the property using a mortgage. You cannot buy the property using a buy to let mortgage unless you, or your spouse or civil partner, are a Crown Employee and you intend to live in the property as your main residence in future;
- (e) you must be a first time buyer (as explained below); and
- (f) you must occupy the property as your main residence immediately on completion. If you, or your spouse or civil partner, are a Crown Employee then you must intend to occupy the property as your main residence in future. If the property is not fit to live in at completion, you must intend to occupy it as your main residence once it becomes suitable for habitation.

10.13 You will not be a first time buyer if you own another property including a house outside the UK, or owned one previously. This includes where you own only a share, or where you have inherited a property. Provided you yourself are a first time buyer, it does not matter if any other person you are buying the property with is not.

10.14 In order to help us manage your LISA Account and be ready for when you ask to make a withdrawal for your house purchase, please let us know as soon as possible when you have a property in mind and when you think you might need to access the funds in your LISA Account.

10.15 In order to withdraw money from your LISA Account to purchase a property as explained above, you must let your conveyancer know that you are using money from your LISA Account to buy the property. Your conveyancer will ask you to complete a form confirming this. Your conveyancer must give us a declaration before completion and you must make sure they do so.

10.16 If you instruct us to process a withdrawal of all or part of your money and Investments from your LISA Account to fund the purchase of your first home, we will transfer the amount to your conveyancer.

10.17 If all of the conditions set out above are met, we will pay the amount requested to the conveyancer within 30 days of receiving the information and the conveyancer's declaration. However, if we reasonably believe any information given by your conveyancer is untrue or incomplete, we can refuse to process the withdrawal. We will attempt to contact you if this happens.

10.18 If completion does not take place within 90 days of the withdrawal, your conveyancer must tell us and they must return the amount withdrawn to your LISA Account within 10 Working Days, unless your conveyancer applies to us for an extension of the time under the ISA Regulations. If the amount withdrawn is not paid back to your LISA Account within this time, a Withdrawal Charge will apply to the amount withdrawn and not repaid.

Withdrawal Charges on your LISA Account

10.19 A Government-imposed Withdrawal Charge will apply if you withdraw money from your LISA Account, except in the following situations:

- (a) if you die;

- (b) if you are diagnosed with a terminal illness and are expected to have less than 12 months left to live. We will ask for a UK medical practitioner (or an equivalent if you live outside the UK) to confirm this to us in writing;
- (c) if you use the money to pay for your first home, in accordance with the requirements set out in Condition 10.12; or
- (d) if you are 60 or older at the time you request the withdrawal.

We call these **Permitted Withdrawals**.

10.20 If you make a withdrawal which is not a Permitted Withdrawal, we will usually deduct the Withdrawal Charge from the amount withdrawn (even if there is still money in your Account). We will then pay this to HMRC.

10.21 If the Withdrawal Charge becomes payable after the money has been withdrawn, or a Withdrawal Charge should have been applied but was not, we will deduct the Withdrawal Charge from the remaining balance of your LISA Account. Where you have a Stocks and Shares LISA, we can sell Investments to cover the cost of the Withdrawal Charge. If the balance of your LISA Account is not enough to pay for the Withdrawal Charge, you must pay the balance of the Withdrawal Charge directly to HMRC.

10.23 Additional terms apply to withdrawals from a Cash LISA. These are set out in condition 30.

11. Transferring your Account to another ISA Manager

11.1 On your instructions and within the timeframe stipulated by you (but subject to the remainder of this condition) we will transfer all or part of your Account to another ISA Manager in accordance with the ISA Regulations relating to transfers.

11.2 You can transfer:

- (a) all of your current tax year's subscriptions and any income arising (including any Government Bonus); and/or
- (b) all or part of your previous tax years' subscriptions, and any income that has been paid to your Account (including any Government Bonus).

11.3 Transfers will take place in cash unless otherwise agreed. This means that if you have a Stocks and Shares LISA, we will sell your Investments and transfer the cash (minus any fees, charges or other amounts due to us) to your new ISA Manager within 30 days of settlement. There may be occasions where such transfers will take longer to complete due to circumstances beyond our control. We will not be liable to you for any losses you suffer as a result.

11.4 If you transfer your LISA Account to a Lifetime ISA held with another ISA Manager, no Withdrawal Charge will apply. However, if you transfer your LISA Account to a different type of ISA, a Withdrawal Charge will apply unless you are 60 or older at the time of transfer, or are diagnosed with a terminal illness and are expected to have less than twelve months left to live (as explained in condition 10).

11.5 Before we make the transfer, we will deduct any unpaid fees, charges or other amounts you owe us.

12. Fees and charges

12.1 We charge a Management Fee for managing your Stocks and Shares LISA. This is explained in condition 37.

12.2 We can introduce a new fee or charge, increase or decrease the amount of any fee or charge, or remove a charge, at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time, or circumstances that we expect to apply in the near future):

- (a) to respond to changes in any Legal or Regulatory Requirements, or any new Legal or Regulatory Requirements, including any which are designed to enhance consumer protection;
- (b) to respond to changes in our costs, including changes in the costs of providing services or facilities; changes in administration costs; changes in taxation; or changes in the fees we pay to our Nominee, our Account Bank, or any other person we engage in order to provide the Accounts and the related services;
- (c) to reflect our costs as a result of our Account Bank applying a negative interest rate to money we hold for you at that Account Bank; or
- (d) to reflect reasonable changes in our business or the technology we use, including any change arising from a reorganisation of our business, or our business merging with, acquiring or being acquired by another business.

12.3 Any change we make will be proportionate to the circumstances which lead to the change.

12.4 If we reduce the amount of any fee or charge, we can make the change immediately and we will publish information about the change in the App and/or on our website. If we increase the amount, we will notify you personally using one of the means of communication explained in condition 2. The change will take effect as follows:

- (a) if the change relates to a Cash LISA, the change will take effect at least 30 days after the date of our notice; or
- (b) if the change relates to a Stocks and Shares LISA, the change will take effect at least 30 days after the date of our notice.
- (c) if the change relates to a Cash ISA, the change will take effect at least 30 days after the date of our notice.

12.5 In exceptional circumstances (for example because we have to comply with a change in any Legal or Regulatory Requirements) we may make the changes sooner.

12.6 If we incur any taxes, duties or levies as a result of buying, selling or holding Investments for you, we can charge you for these.

12.7 If you owe us any money then the following rules will apply:

- (a) we will take the amount you owe us from your cash holdings. If you do not have sufficient cash holdings and you have a Stocks and Shares LISA, we will sell Investments in your largest holding in order to cover the remainder;
- (b) if we are not able to take the amount due out of the Account that the debt arose in relation to, we can take this out of any other Account or money we hold for you; and
- (c) if we do these things and a shortfall remains, we will contact you to demand payment. Interest will be payable on the shortfall at the Bank of England base rate from the date of our demand until the shortfall is paid in full. If we obtain a court order for payment, the interest rate will be the Bank of England base rate, or the rate set by the court if this is higher.

12.8 All fees and charges we apply include VAT where applicable. Other taxes or costs may exist that are not paid via us or imposed by us.

13. How we deal with excess subscriptions, or payments once your Account is closed

13.1 There may be circumstances where we receive money which we cannot pay into your Account (an **Excess Payment**). These include where:

- (a) you pay more than your Subscription Limit to your Account;
- (b) we receive income (for example, interest or dividends) after your Account has been closed (except on a transfer to another ISA Manager, which is explained below); or
- (c) your Account has been frozen under condition 21.

13.2 If this happens, you agree that we can do one of the following:

- (a) pay the Excess Payment to any other ISA or LISA Account you hold with us, provided your Account is still open for subscriptions, and this would not cause you to exceed your Subscription Limit for that Account or your overall annual ISA allowance limit;
- (b) pay the Excess Payment to your General Investment Account;
- (c) if you do not have a General Investment Account, we can open a General Investment Account for your benefit and pay the Excess Payment into that account;
- (d) if we are not able to do either of the above for any reason, pay the Excess Payment back to your Nominated Account; or
- (e) if we are not able to do any of these for any reason, hold the excess for your benefit while we attempt to contact you for your instructions on what to do with the excess. If this situation applies, you will not earn any interest on the Excess Payment we hold.

13.3 If possible, we may (but are not obliged to) contact you in advance of this happening and ask if you want to open another Account which can hold those funds.

13.4 If we receive income after your Account has been transferred to another ISA Manager, we will pay the income to your new ISA Manager unless you tell us otherwise or the amount is less than the new ISA Manager is prepared to accept. In either of these cases, we will pay it to your Nominated Account or contact you for your instructions.

14. Information

14.1 You consent to us communicating all information relating to your Account and your Customer Agreement (including all material that we are obliged to communicate to you under FCA Rules, for example contract notes in relation to transactions in Investments, and reports) to you electronically (including in our App, on our website, by email or by SMS).

14.2 You can use the App to see your total balance and the amount that can be withdrawn. Please note that all figures shown on the App are not shown in real time.

14.3 We will provide an electronic account statement to you quarterly while your Account is open.

14.4 All other information and documents relating to your Account and the services we provide to you will be available in the App and/or on our website or provided by email. We can charge a reasonable fee which represents our administration time and costs for providing paper copies.

14.5 If you have a Stocks and Shares LISA, you can ask us for electronic copies of the investor information published in relation to the funds which the Investments are issued in.

15. Operating your Account

15.1 We will manage your Account in accordance with our Legal or Regulatory Requirements, including the ISA Regulations, HMRC rules and guidance and FCA Rules.

- 15.2 We will satisfy ourselves that anyone to whom we delegate our functions or responsibilities under the Customer Agreement is competent to carry them out.
- 15.3 We must notify you if, by reason of any failure to satisfy the ISA Regulations, your Account has or will become void. This includes where the ISA Regulations are not complied with for any reason, or you become bankrupt. If this happens, your Account will no longer be exempt from tax under the ISA Regulations. We will sell any Investments and pay you the proceeds together with any Client Money or other cash (minus any fees, charges or other amounts due to us). You may then have to pay tax on any income or gains.
- 15.4 To comply with Legal or Regulatory Requirements, we may from time to time ask you for additional information. For example, we may ask you for information about your residence status, or where the funds paid to us or into your Account have come from, to check that the money is from a lawful source and that you are the owner of the funds. You must give us any information we reasonably request.
- 15.5 In the unlikely event that we credit money or Investments to your Account by mistake, we will inform you. We will deduct the amount that was credited by mistake, and we can sell Investments to enable us to do so.

16. How we hold your Client Money

- 16.1 We will hold your Client Money in a bank account in our name (called a **Client Account**) with one or more Account Banks. You can contact us at any time to ask which Account Banks we use.
- 16.2 Client Money is held separate from our own funds, and you will be the beneficial owner of your Client Money. Because we hold your Client Money in a Client Account, your money will be protected against claims from our creditors.
- 16.3 The Client Account will be a pooled account, which means it will contain your Client Money as well as Client Money belonging to other customers. Under the FCA Rules, we will keep up-to-date and accurate records of how much Client Money belongs to you.
- 16.4 Because your Client Money will be pooled with Client Money belonging to other customers, you will not have a claim for a specific sum in a specific account. Your claim will be against the pool. If there is an uncorrected shortfall in the pool for any reason, you will share proportionately in that shortfall.
- 16.5 Client Money may be placed in Client Accounts with an Account Bank with notice periods of, or on deposit for fixed terms of, up to 95 days. Placing Client Money in notice or term deposit accounts does not in itself affect your ability to withdraw money from your Account. However, your money may not be immediately available for distribution to you in the event that we or an Account Bank go into default. The withdrawal restrictions which apply to Cash LISAs are set out in condition 30.
- 16.6 The Account Bank may pay us interest on the Client Money balances we hold for your benefit. If they do, we will retain all of this interest.
- 16.7 If you have a Cash LISA and/or Cash ISA, we will separately pay interest to you, as explained in condition 29 and condition 39 for the Cash LISA and Cash ISA respectively. We will not pay you any interest on Client Money held in a Stocks and Shares LISA.
- 16.8 In certain circumstances, we can cease to treat the Client Money we hold for you as client money for the purposes of Legal or Regulatory Requirements and pay this to a registered charity of our choice. We can do this if:
- (a) there has been no movement in your Client Money balance for at least 6 years (apart from any payment or receipt of interest, fees, charges or similar items); and either
 - (b) if the balance is more than £25, we have taken reasonable steps to contact you and return the balance to you, in accordance with Legal or Regulatory Requirements; or

- (c) if the balance is £25 or less, we have made one attempt to contact you and return the balance to you using the contact details we have for you, but you do not respond within 28 days.

16.9 If we take the steps set out above and you later get in touch with us, we unconditionally agree to pay you a sum equal to the balance paid to charity.

16.10 Condition 35 sets out additional rules on Client Money where you have a Stocks and Shares LISA.

17. Other changes to the Customer Agreement

17.1 This condition explains our right to make changes to the Customer Agreement, other than:

- (a) changes to our fees and charges (which are explained in condition 12); and
- (b) changes to the interest rate applicable to the Cash LISA and Cash ISA, or the date on which interest is paid (which are explained in condition 29 for Cash LISA accounts and condition 39 for Cash ISA accounts).

17.2 We can make changes to the Customer Agreement (excluding those provisions listed in condition 17.1 above) at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time, or circumstances that we expect to apply in the near future):

- (a) to make it easier to understand or to otherwise amend these terms in your favour;
- (b) to reflect reasonable changes in our business or the technology we use, including any change arising from a reorganisation of our business, or our business merging with, acquiring or being acquired by another business; or
- (c) to respond to changes in any Legal or Regulatory Requirements, or any new Legal or Regulatory Requirements, including any which are designed to enhance consumer protection;
- (d) to reflect changes in relevant market conditions;
- (e) to take account of the introduction of new services or features, or changes in our App;
- (f) to manage our exposure to financial risks in a prudent way, in accordance with Legal or Regulatory Requirements (for example, we may rely on this in order to limit the aggregate amount of money and other assets that our customers hold with us as a whole across all Accounts, so that we do not have a large exposure to any single customer);
- (g) to maintain or improve the security of the account we provide and/or our systems, including any change arising from a reorganisation of our business, or our business merging with, acquiring or being acquired by another business; or
- (h) to correct any mistakes, but only where it is reasonable for us to do so.

17.3 If we reasonably believe that the change is advantageous to you (or is not disadvantageous), we can make the change immediately, and we will publish the updated Customer Agreement in the App and/or on our website. If the change is disadvantageous, we will notify you personally using one of the means of communication explained in condition 2. The change will take effect as follows:

- (a) if the change relates to a Cash LISA, the change will take effect at least 30 calendar days after the date of our notice; or
- (b) if the change relates to a Stocks and Shares LISA, the change will take effect at least 30 calendar days after the date of our notice.

- (c) if the change relates to a Cash ISA, the change will take effect at least 14 calendar days after the date of our notice.
- 17.4 By continuing to use our products and services after notice has been provided under 17.3, or by failing to notify us of your objection within 30 calendar days after the changes to these terms have been communicated to you, you thereby agree to be bound by the revised terms.
- 17.5 In exceptional circumstances (for example because we have to comply with a change in any Legal or Regulatory Requirements) we may make the changes sooner.
- 17.6 We can at any time replace a Nominee or Account Bank and appoint a new one, or appoint additional Nominees or Account Banks. We can do this without notifying you or asking you for your consent.
- 18. If you die**
- 18.1 If you die, we will designate your Account as a “continuing account of a deceased investor” under the ISA Regulations (we will call this a **Continuing Account**). This means that your Account will remain as a Continuing Account until the earliest of these events:
- (a) the completion of the administration of your estate (we are not under any obligation to check with your personal representatives if or when this has happened);
 - (b) the closure of your Account; or
 - (c) the third anniversary of your death.
- 18.2 While your Account is a Continuing Account, operations on the Account will be frozen (apart from payment of interest or other income into the Account, where relevant). Your personal representatives cannot:
- (a) make any further payments into the Account;
 - (b) make any withdrawals from the Account, except by closing it;
 - (c) transfer the Account to another product or to another ISA Manager; or
 - (d) give us any other instructions, except for an instruction to close the Account. If the Account was a Cash ISA, the requirement for 45 days’ notice of withdrawals set out in condition 30 will continue to apply.
- 18.3 If your personal representatives send us a written instruction by post to close your Continuing Account, we will act on those instructions provided they have given us certified copies of your death certificate and the evidence of their authority to act on behalf of your estate (for example, a grant of probate or grant of representation).
- 18.4 While your Account is a Continuing Account, it will still be exempt from UK income tax and capital gains tax. Tax rules may change in future.
- 18.5 If your personal representatives do not contact us before the third anniversary of your death to close your Continuing Account, on the third anniversary the Account will no longer be a Continuing Account. At that time, the cash and any Investments held will no longer be held under the ISA Regulations and any subsequent income (or gains on sale of Investments, if applicable) will become taxable.
- 18.6 We do not accept Additional Permitted Subscriptions, i.e. an additional subscription which your surviving spouse or civil partner can apply to make into an ISA following your death. If you die, and your surviving spouse or civil partner wants to use any available Additional Permitted Subscription with another ISA Manager, we will confirm the allowance available and arrange the transfer of your balance in accordance with the instructions we receive.

19. Our liability – and when we will not be liable to you

- 19.1 Except as set out in the remainder of this condition, we accept responsibility for any loss you suffer which arises as a direct result of any of the following:
- (a) us breaching our Customer Agreement with you;
 - (b) us breaching the FCA Rules, or any other Legal or Regulatory Requirements; or
 - (c) our negligence, wilful default or fraud.
- 19.2 We will not be liable to you for any losses which do not arise as a direct result of any of the above, whether or not these were foreseeable.
- 19.3 We will not be liable to you for any other losses, damages or costs suffered or incurred by you in any other circumstances. Other terms in this Customer Agreement set out some examples of when we will not be liable. Other examples of when we will not be liable include the following:
- (a) for any failure to perform our obligations under the Customer Agreement, which is caused by circumstances beyond our reasonable control, for example, acts of God; acts of terrorism; strikes or riots; decisions taken by financial market regulators; changes in market conditions; or breakdown of communication systems or electronic equipment;
 - (b) where we act in good faith on an instruction which we reasonably believe was given by you;
 - (c) where we suspend our services in whole or in part because of risks to the integrity of our systems (for example, due to malicious IT attacks), exceptional market conditions, or because we reasonably believe it is necessary in the interests of our customers to do so;
 - (d) us complying with Legal or Regulatory Requirements; and
 - (e) where the losses, damages or costs were caused by a breach of the Customer Agreement or mistake made by you or by anyone acting on your behalf (for example, an agent or personal representative).
- 19.4 We will use other organisations from time to time to assist us in performing our obligations under the Customer Agreement. For example, we select a Nominee to hold your Investments in our name and to execute dealing instructions, and we place Client Money with an Account Bank. We may also use settlement agents or banks outside the UK if we offer overseas Investments in future. Your rights relating to any money and/or Investments under the local laws may be different from your rights in the UK.
- 19.5 We will exercise due skill, care and diligence in selecting which organisations to use, and we will monitor their performance and suitability on an ongoing basis. We will be liable to you for any losses, damages or costs you suffer or incur which arise as a direct result of our negligence, wilful default or fraud in the assessment or appointment of such organisations.
- 19.6 However, we cannot guarantee that your money or Investments will be protected if any such organisation is negligent or fails (including if it becomes insolvent). We will take reasonable steps to recover any losses, damages or costs arising in connection with your money or Investments where these are caused by the negligence, wilful default or fraud of a third party, but we cannot guarantee that we will be successful in recovering these. If we take these steps, you must reimburse us for all costs and expenses we reasonably incur in doing so, except where the third party is someone that we have appointed directly.
- 19.7 In addition, we will not be liable to you if we use any such organisation (or any other third party) and we are unable to provide services to you because they are in breach of their arrangements with us, or have ended their agreement with us.
- 19.8 We do not guarantee that your savings or investment goals will be achieved.

19.9 If you hold Investments, we do not guarantee that the value of your Investments will not go down, or that they will generate a profit or income. You may get back less than you originally invested.

19.10 All tax matters relating to your own tax position are your own responsibility. We have no responsibility to you in relation to your personal tax position. Tax rules may change in future.

20. When you could be liable to us

20.1 You must pay us on demand for any losses, costs or damages we reasonably incur as a direct result of:

- (a) your breach of your Customer Agreement with us; or
- (b) your negligence, wilful default or fraud.

21. Closing your Account

21.1 Your Customer Agreement with us for an Account will continue indefinitely until either you or we end it.

21.2 You can close your Account at any time by email or (once this function is available) via the App, as follows:

- (a) if your Account is a Cash LISA, by giving us 45 days' notice; or
- (b) if your Account is a Stocks and Shares LISA, by giving us notice.
- (b) if your Account is a Cash ISA, by giving us 5 business days' notice.

21.3 We can close your Account at any time without giving you a reason. Unless frozen in accordance with the remainder of this Condition, if your Account is a Cash LISA, a Stocks and Shares LISA, or a Cash ISA, we will give you at least 30 days' notice before closing it.

21.4 We can however freeze your Account without notice, and we can decide to close it immediately, if any of the following happens:

- (a) you do not meet your obligations under the Customer Agreement (or any other Customer Agreement for another Account) in a way that we reasonably consider is serious, and you do not put this right within a reasonable period of time that we request;
- (b) you persistently do not meet your obligations under the Customer Agreement (or any other Customer Agreement for another Account);
- (c) the balance or value of your Account falls below our minimum balance requirement (if any), and you do not correct this within 14 days of us asking you to do so;
- (d) we discover that you were not eligible to apply for the Account, or that you have ceased to be eligible;
- (e) you have given us incomplete or false information in your application for your Account (or any other Account) and, if we had known the full facts, we would not have opened the Account;
- (f) we reasonably suspect that your access to the App and/or the Account has been compromised;
- (g) we reasonably suspect fraud, financial crime, other criminal or illegal behaviour, or suspicious activity in connection with the Account (or any other Account or service we provide to you);
- (h) we reasonably suspect that you are engaging in, or have engaged in, market abuse;
- (i) you are made bankrupt, or an order is made in relation to your bankruptcy, or you enter into a voluntary agreement with your creditors;

- (j) we discover that the Customer Agreement is legally void or unenforceable;
- (k) you have acted towards us or our staff in an abusive or threatening manner;
- (l) we are instructed by HMRC or by a court, ombudsman or regulator to close your Account, or we reasonably believe we have to close your Account in order to comply with Legal or Regulatory Requirements. This could include where we have asked you for additional information in order to comply with Legal or Regulatory Requirements, and you have not given us this information within a reasonable period of our request; or
- (m) we reasonably believe that if we continue to provide the Account to you, we are at risk of censure, fine or other regulatory action from any regulator, Government body or law enforcement body.

21.5 If we close an Account early as explained above, we can charge all the costs we reasonably incur in doing so. If your Account is a Cash LISA, this will include the costs that our Account Bank charges us for removing that money from the Client Account on less than 95 days' notice period. We will inform you of these costs and we will deduct these from the amount we repay to you. If this does not cover all our costs, you must pay the remainder due to us on demand.

21.6 Your Account will be frozen during the period from the date of notice of closure and the actual date on which we pay you the balance of your Account (minus any fees, charges or other amounts due to us). We will continue to apply our fees and charges in the meantime.

21.7 If a transaction is pending into your LISA Account at the time your LISA Account is frozen, we will settle this transaction as normal. Whilst your LISA Account is frozen you will continue to earn interest on your balance as explained in condition 29.

21.8 If a transaction is pending into your Cash ISA Account at the time your Cash ISA Account is frozen, we will reject this transaction. Whilst your Cash ISA Account is frozen, you will not earn interest on your balance..

21.9 Closure of your Account and termination of your Customer Agreement with us for that Account will not affect your liability to us and our liability to you for anything which happened before closure and termination.

21.10 In order to comply with Legal or Regulatory Requirements, we may keep your Account open for a while longer even after we have paid or transferred the Account balance, in order to receive any relevant tax claims or tax credits. In these circumstances, we will not charge you a fee.

21.11 If you have more than one Account with us and you close one Account, the other Accounts will continue in accordance with its terms.

22. Conflict of interest

22.1 We are committed to taking measures to recognise, supervise, examine and resolve situations where a conflict of interest may arise. We have a Conflict of Interest Policy (available on our website) which we review at least annually. Our policy covers how we deal with you as well as other parties.

22.2 If we make any significant changes to the Conflict of Interest Policy, we will inform you of these through the App and/or on our website.

23. Complaints

23.1 If you want to make a complaint, then you can contact us using the details set out in our complaints policy on our website: <https://www.tembomoney.com/making-a-complaint>

23.2 If you are unhappy with our response, you can refer your complaint to the Financial Ombudsman Service:

Address: Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9213

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

24. Financial Services Compensation Scheme (FSCS)

- 24.1 The FSCS protects assets and money linked to investment business. If you incur a loss as a result of our default, you will be entitled to compensation, provided you are eligible for protection. You may also be entitled to FSCS protection if a bank or other financial institution which holds your money or assets fails, subject to your eligibility and maximum recovery limits.
- 24.2 You can find more information about FSCS cover and exclusions on the FSCS website, www.fscs.org.uk.

25. Transferring the Customer Agreement

- 25.1 We can assign (transfer) our rights and obligations under the Agreement at any time, without asking for your consent. We will tell you in advance when the transfer will take effect. We will only transfer our rights and obligations where we reasonably consider that this will not compromise your rights under the Customer Agreement and the services that are to be provided to you.
- 25.2 The Customer Agreement is personal to you, and you cannot transfer any of your rights or obligations to anyone else.

26. Enforcing our rights

- 26.1 If we decide not to enforce any of our rights under the Customer Agreement, or delay in doing so, this will not affect our ability to enforce our rights at a later date.
- 26.2 If any provision of the Customer Agreement is or becomes invalid or unenforceable, that provision will be treated as if it were not part of the Customer Agreement. The remaining provisions of the Customer Agreement will still be valid and enforceable.

27. Who can enforce the Customer Agreement

- 27.1 No person other than you, us and any person that we transfer our rights and obligations to, can enforce the Customer Agreement.

28. Governing law and jurisdiction

- 28.1 The Customer Agreement, as well as any discussion between you and us before the Customer Agreement was entered into, will be governed by English law.
- 28.2 If you or we have a claim (whether this is contractual or non-contractual) arising from or relating to the Customer Agreement, the following courts will be able to hear that claim (on a non-exclusive basis):
- (a) the courts of Scotland, if you live in Scotland;
 - (b) the courts of Northern Ireland, if you live in Northern Ireland; or
 - (c) the courts of England and Wales, in all other cases.

Section 2 – Additional Terms and Conditions for the Cash LISA

29. Interest

- 29.1 We will tell you the interest rate that applies to your Cash LISA at the time you apply for the account. The current interest rate is also published in the App and/or on our website.
- 29.2 We calculate interest on your Cash LISA balance daily, and will pay this monthly into your Account on the date set out in the App and/or on our website (called the **Interest Payment Date**). We will add the interest to your Cash LISA balance. If the Interest Payment Date is not a Working Day, we will add the interest on the next Working Day.
- 29.3 The interest rate is variable and we can change this at any time including if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time, or circumstances that we expect to apply in the near future):
- (a) to respond to changes in the Bank of England base rate, or the interest rate we receive from an Account Bank(s);
 - (b) to respond to changes in any Legal or Regulatory Requirements, or any new Legal or Regulatory Requirements, including any which are designed to enhance consumer protection; or
 - (c) to respond to changes in our costs, including administration costs, changes in taxation, and the costs of providing services or facilities.
- 29.4 If we change the interest rate, we will tell you about this as follows:
- (a) if we decrease the interest rate, we will give you at least seven (7) days notice and will notify you using one of the means of communication explained in condition 2. The change to the interest rate will then take effect at least seven (7) day after the date of our notice; or
 - (b) if we increase the interest rate, we will not provide you with notice of the change and can make that change immediately. We will include information about the change and when it takes effect in the App and/or on our website.
- 29.5 In exceptional circumstances, and where we have a valid reason, for example because we have to comply with a change in any Legal or Regulatory Requirements, we may change the interest rate without notice. In doing so, we will inform you of the change at the earliest opportunity and you will be free to dissolve the contract. However, if you dissolve the contract, please be aware that withdrawals may still be subject to notice periods and withdrawal charges as set out in Condition 30 and any contributions made will still count towards your annual ISA allowance.
- 29.6 We can change the Interest Payment Date at any time. If we change the Interest Payment Date, we will include information about the change and when it takes effect in the App and/or on our website.

30. Withdrawals from your Cash LISA

- 30.1 You can withdraw money from your Cash LISA at any time by giving us 45 days' written notice via the App. You should bear in mind that if the withdrawal is not a Permitted Withdrawal as explained in condition 10, you will have to pay a Withdrawal Charge.
- 30.2 Unless the withdrawal is a Permitted Withdrawal, you are not able to withdraw money from your Cash LISA without giving us 45 days' written notice via the App.

- 30.3 If you have died and your Cash LISA is a Continuing Account, your personal representatives must give us 45 days' written notice by post to request withdrawal of the full balance of the Continuing Account and its closure.

Section 3 – Additional Terms and Conditions for the Stocks and Shares LISA

31. How we categorise you

- 31.1 We will treat you as a retail client for the purposes of the FCA Rules. This means that you benefit from the highest level of protection under the FCA Rules.

32. Dealing in Investments

- 32.1 You can only instruct us to buy Investments from the funds listed in the App and/or on our website from time to time, using cash in your Stocks and Shares LISA.
- 32.2 We will only buy Investments if you have sufficient cleared cash available in your Account.
- 32.3 When buying and selling Investments, we will carry out each transaction solely as your agent. We will instruct our Nominee to buy and sell Investments in compliance with your instructions to us. This is an execution-only service, which means that we instruct execution of the transactions you tell us to and we do not provide you with any advice or personal recommendations. We will not be liable to you for any losses you suffer as a result of the investment decisions you make. You should seek independent financial advice if you have any questions about the suitability of your investment choices.
- 32.4 If we receive a withdrawal instruction from you outside of market trading hours, or we do not have sufficient time to send your instruction to our Nominee and have your instruction executed within market trading hours, your instruction will be executed as soon as possible once the markets are open on the next Working Day. We may not be able to obtain the opening price for your transaction.
- 32.5 When we receive orders from you to buy or sell Investments on your behalf and we transmit these to our Nominee, we will apply our Order Execution Policy, as amended from time to time. The Order Execution Policy is set out in the App and/or on our website. By entering into the Customer Agreement for a Stocks and Shares LISA, you agree and consent to our Order Execution Policy. The Order Execution Policy is reviewed by us at least annually and may change. If we make any significant changes, we will inform you of these through the App and/or on our website.
- 32.6 Some sale or purchase transactions may be subject to netting. If this is the case, the settlement obligations will be discharged on a net basis, in accordance with the rules of the relevant central counterparty or securities depository. We will only account for any Investments or cash arising from the transaction on a net basis.
- 32.7 Transactions executed on your behalf may be aggregated with transactions for other customers. Similarly, transactions executed on your behalf may settle in the books of a central counterparty, securities depository, our Nominee or some other person on an aggregated basis. This may work to your advantage but sometimes it may work to your disadvantage.
- 32.8 We will not be liable to you for any losses you suffer as a result of aggregation.
- 32.9 When we deal (through our Nominee) with other parties involved in a transaction, including the counterparty to the transaction and any central counterparty or securities depository involved in settlement, we do this as agent on your behalf and in good faith, on the basis that:

- (a) we will not be responsible for any delay, default or failure of the counterparty, the central counterparty or securities depository or any of their agents or depositaries; and
- (b) the delivery of any security or payment to our Nominee as a result of the transaction is entirely at your risk.

32.10 You agree that we can authorise the Nominee to retain any cash, or sell any Investments, in order to meet any liabilities that arise in connection with the services our Nominee provides to us for your benefit, and that the Nominee is entitled to set off any amount owed to it from that cash or those Investments for that purpose. Subject to restrictions imposed by Legal or Regulatory Requirements, you agree that the Nominee will have security rights over your cash and Investments pending payment of its fees and other liabilities in connection with those services. There is a risk that the Nominee may exercise its security rights and reduce the amount of your cash and Investments, even where you are not in breach of your obligations under your Customer Agreement.

32.11 Some Investments may have a minimum trade value. If a trade is placed for less than this amount, the trade may be held as pending until further trade instructions are received for other customers (for example, on an aggregated basis) that meet the minimum trade value. This means that the price of the Investments may rise or fall in the meantime. Also, if the minimum trade value is not reached, your instruction may be rejected.

32.12 Where we have to sell any of your Investments to cover any costs or other liabilities arising from a transaction, we may sell slightly more than the value we expect to have to pay. This is because we may not know the exact amount that will be payable.

33. How your Investments (other than Client Money) will be held

33.1 As your ISA Manager, we will be responsible for making sure that your Investments are held in accordance with the FCA Rules. All your Investments (other than Client Money, which is covered in conditions 16 and 35) and title to those investments will be registered in the name of our Nominee, but you will always be the beneficial owner of those Investments. If in future we hold overseas Investments, we may have to appoint another Nominee to hold these in accordance with local laws.

33.2 Share certificates or other documents evidencing title to your Investments will be held by us (either directly or via the Nominee), or as we may direct.

33.3 Neither we nor the Nominee will lend your Investments (or any share certificates or other documents evidencing title to the Investments) to anyone else, or use them as security for borrowing.

33.4 Your Investments will be held securely, separate from any assets of ours or of the Nominee. They will be held in a pooled (omnibus) account, which is an account that will contain your Investments as well as investments belonging to other customers. If there is an uncorrected shortfall on the default of the Nominee, any other nominee or any clearing system, you will share proportionately in that shortfall.

33.5 We will keep up to date records of your entitlement to Investments in the pooled account. Please note that:

- (a) your individual entitlements may not be identifiable by separate certificates, documents or equivalent electronic entries on a register;
- (b) where we receive Investments or money on behalf of more than one Stocks and Shares LISA holder in connection with the pooled Investments (for example a bonus issue, or a rights issue) we will allocate these between you and the other Stocks and Shares LISA holders on a proportionate basis, in accordance with the FCA Rules. Fractions of Investments will not be credited to your Account if this is not reasonably practicable;
- (c) if a share issue or other corporate event favours small investors, your actual allocation may be less (because your Investments are pooled) than would have been the case if your Investments were held in a separate account in your name; and

- (d) from time to time, additional amounts or Investments may arise which would not have arisen if your Investments were held in a separate account in your name. You might not be entitled to these additional amounts or Investments.

33.6 If we have not received instructions in relation to your Account for at least 12 years, we will take reasonable steps to contact you in accordance with Legal or Regulatory Requirements. If we do this and are unable to reach you, we can sell your Investments and transfer the proceeds to a registered charity of our choice, or transfer the Investments to such a charity. If this happens and you later get in touch with us, we unconditionally agree to pay you a sum equal to the value of the Investments at the time they were sold or transferred.

34. Documentation, voting and corporate events

34.1 For any Investment we hold in your Account:

- (a) we will arrange at your request for you to receive a copy of the annual report and accounts issued by every fund, company or other concern in respect of the Investments you hold; and
- (b) we are under an obligation (subject to any other Legal or Regulatory Requirements) to arrange for you to be able (if you elect) to attend meetings of shareholders, securities holders or unit holders and exercise voting rights, and to receive information sent to those people, in addition to the annual report and accounts.

34.2 If you want to exercise your rights above, you must send us a written request by email or post. We do not accept standing instructions covering all the Investments in your Account. If you want to exercise your rights, you must send us a written request in respect of each relevant Investment.

34.3 We can charge you a reasonable fee which represents our administration time in arranging for copies of annual reports, accounts and other information to be sent to you, and for arranging for you to attend meetings and/or vote. We will let you know what our fee is at the time you make the request.

34.4 In relation to any corporate events, such as rights issues, takeover offers, capital reorganisations, conversion or subscription rights which relate to your Investments, we will act on your instructions (where possible).

34.5 Our Nominee may receive dividends, interest and other rights and payments after tax or other deductions have been taken off. In addition, the Nominee may have to deduct tax or make other withholdings or deductions to comply with legal requirements. In this situation, the costs incurred by the Nominee in doing this may be deducted from your Account. If you are able to reclaim any tax or other deduction, it will be your sole responsibility to do this.

35. Additional rules on Client Money for Stocks and Shares LISAs

35.1 When a transaction is executed, the Nominee may retain your Client Money for a short while or pass your Client Money and Investments to an exchange, clearing house, broker, settlement agent or another party, with the Client Money or Investments acting as security for the performance of obligations, or for some other reason. We will not be responsible to you for any loss you suffer as a result of us doing this.

35.2 If in future we hold overseas Investments, then:

- (a) we or our Nominee may pass your Client Money to a settlement agent outside the UK. While your Client Money is held by that agent, it will not be protected by the FCA Rules; and
- (b) we may select an overseas bank as an Account Bank, to hold Client Money relating to your Investments. The Client Money will not be protected by the FCA Rules while it is held by that bank, so your Client Money may be at risk if the overseas bank fails (for example, if it becomes insolvent). We will not pass any Client Money to an overseas bank until it has agreed that the money is held by us as trustee for your benefit (and the benefit of other customers in the pool);

and that the overseas bank cannot set off or make any claim against the Client Money in any way. However, if the overseas bank does not comply with these obligations, we will not be responsible to you for any loss you suffer.

36. Income and other returns

- 36.1 Any income or other return on your Investments, including any additional Investments you may receive (for example under a capital reorganisation) will be added to your Stocks and Shares LISA.

37. Fees

- 37.1 We will charge you a monthly Management Fee for managing your Stocks and Shares LISA. This covers our costs in administering and safeguarding your Investments, providing information to you and dealing with your instructions, and engaging our Nominee to provide services in relation to your Investments.
- 37.2 The Management Fee is calculated on a daily basis as a percentage of the average value of Investments in your Stocks and Shares LISA on each day. The Management Fee percentage is set out in the App and/or on our website.
- 37.3 We can amend the Management Fee as explained in condition 12.

38. Closure of a fund

- 38.1 Where possible, we will give you at least 30 days' notice if a fund which Investments are issued in closes or otherwise makes Investments unavailable, or we or our Nominee are unable to continue administering Investments in the fund. In the circumstances we will ask you for your instructions.
- 38.2 If, due to circumstances outside our control, we have to give you shorter notice (or no notice at all) and we do not receive your instructions, we will sell your Investments and hold the cash in your Account while we wait for your instructions.

Section 4 – Additional Terms and Conditions for the Cash ISA

39. Interest

- 39.1 We will tell you the interest rate that applies to your Cash ISA at the time you apply for the account. The current interest rate is also published in the App and/or on our website.
- 39.2 We calculate interest on your Cash ISA balance daily, and will pay this monthly into your Account on the date set out in the App and/or on our website (called the **Interest Payment Date**). We will add the interest to your Cash ISA balance. If the Interest Payment Date is not a Working Day, we will add the interest on the next Working Day. You won't pay tax on the interest you earn, as long as your ISA is managed in line with the UK Government's rules
- 39.3 The interest rate is variable and we can change this at any time including if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time, or circumstances that we expect to apply in the near future):
- (a) to respond to changes in the Bank of England base rate, or the interest rate we receive from an Account Bank(s);
 - (b) to respond to changes in any Legal or Regulatory Requirements, or any new Legal or Regulatory Requirements, including any which are designed to enhance consumer protection; or

- (c) to respond to changes in our costs, including administration costs, changes in taxation, and the costs of providing services or facilities.

39.4 If we change the interest rate, we will tell you about this as follows:

- (a) if we decrease the interest rate, we will give you at least one (1) days notice and will notify you using one of the means of communication explained in condition 2. The change to the interest rate will then take effect at least one (1) day after the date of our notice; or
- (b) if we increase the interest rate, we will not provide you with notice of the change and can make that change immediately. We will include information about the change and when it takes effect in the App and/or on our website.

39.5 In exceptional circumstances, and where we have a valid reason, for example because we have to comply with a change in any Legal or Regulatory Requirements, we may change the interest rate without notice. In doing so, we will inform you of the change at the earliest opportunity and you will be free to dissolve the contract. However, if you dissolve the contract, please be aware that withdrawals may still be subject to notice periods as set out in condition 40 and we any contributions made will still count towards your annual ISA allowance.

39.6 We can change the Interest Payment Date at any time. If we change the Interest Payment Date, we will include information about the change and when it takes effect in the App and/or on our website.

40. Withdrawals from your Cash ISA

40.1 You can withdraw money from your Cash ISA at any time by giving us written notice via the App. Withdrawals may take up to 3 working days to be processed. You can ask us to make the withdrawal at a particular time and we will do our best to meet your request.

40.2 If you have died and your Cash ISA is a Continuing Account, your personal representatives must give us 5 days' written notice by post to request withdrawal of the full balance of the Continuing Account and its closure.

40.3 The Tembo Cash ISA is not a flexible ISA. This means that money you withdraw cannot be paid back into your Tembo Cash ISA in the same tax year without it counting towards your annual ISA allowance.

41. Transferring your Cash ISA

41.1 You can transfer your Cash ISA away from us to another ISA manager in accordance with applicable ISA Regulations. If you want to transfer, you should contact your new ISA manager and make arrangements based on their requirements. Your new ISA manager should then contact us to request the transfer out.

41.2 A transfer out request for a Cash ISA to another Cash ISA will be processed within 15 working days. We'll send your money and supporting information for the transfer to your new ISA manager within 5 business days of receiving the transfer request. We will process any other transfer out requests within 30 calendar days. You can ask us to make the transfer at a particular time and we will endeavour to meet your request.

41.3 You can transfer out all or part of your contributions from the current or previous tax years provided that, in the case of a partial transfer of contributions from the current tax year, your new ISA manager must accept such partial transfers.

41.4 We will restrict your account while we're processing your transfer, which means you won't be able to pay in or out during this time. We'll keep paying interest on your money up until and including the day we move it out of your account to send to your new ISA manager

42. Cancelling your Cash ISA

42.1 You can cancel your Tembo Cash ISA within 14 days of opening it. To cancel your Tembo Cash ISA, you can do this via the App. Any money you paid in will be sent back to your linked account but not any interest earned. The money you'd paid in won't count towards your annual allowance for that tax year.

43. Closing your Cash ISA

43.1 You can close your Tembo Cash ISA at any time by giving notice via the App. Your account will then be closed within 5 business days from when you give us notice. If you close your account, you'll still get the tax-free benefits on any interest earned on your savings before your account was closed. Any money you paid into your Cash ISA in the tax year will still count towards your annual allowance for that tax year.

44. Paying into your Cash ISA within the tax year

44.1 You must pay into your Tembo Cash ISA by our deadline for it to count for that tax year. We will set out the cut-off time at the end of the tax year on our website. You must ensure your payment is received by us before this time for it to count towards your annual allowance for that tax year.

45. What happens if the account holder dies

45.1 If we're told about your death, we won't allow any more payments into your Cash ISA. The person dealing with your affairs also won't be able to transfer your savings to another ISA provider.

45.2 UK Government rules set out a period during which interest earned on money in your account can continue to be tax-free after you die. This period can't last beyond the third anniversary of your death, so if your Cash ISA hasn't been closed by then, we'll move your money to another account. That account will be in your name but the tax-free benefits of the Cash ISA will no longer apply. It's possible that the period of continuing tax-free benefits may end earlier. We'll rely on the person dealing with your affairs to tell us about this. If we're told that it has, we'll need to move your money at that point.

45.3 We don't accept additional subscriptions if your spouse or partner dies. Other UK Government rules could apply if your spouse or civil partner had their own ISA. You may be able to pay the value of their ISA on their death as an extra allowance into your ISA account. These payments are known as 'additional permitted subscriptions'. We don't currently accept additional permitted subscriptions.

46. Voiding your ISA

46.1 If you don't operate your account in line with the ISA rules it becomes 'void'. This means you may need to pay tax on the interest you've earned on the savings in your Cash ISA. We'll contact you if we become aware this has happened. In such cases, we will follow any instructions from HMRC which may include removing money from or closing your Cash ISA.

GLOSSARY

Account	Any account you hold with us from time to time. This could be any of the following: (a) a Cash LISA; or (b) a Stocks and Shares LISA; and/or (c) a Cash ISA References to your Account, refer to any ISA account and/or any LISA Account you hold.
Account Bank	Any bank or building society that we hold a Client Account with.

App	Our mobile app which allows you to apply for an Account, view information about your Account, and give us instructions. The App is subject to separate terms of use.
Client Account	An account that we hold in our name with an Account Bank, and which contains Client Money.
Client Money	Any money arising in relation to your Account (including money held in a Cash LISA and uninvested money we hold for you in relation to a Stocks and Shares LISA) that we hold for you in accordance with the FCA Rules on client money.
Crown Employee	A non-UK resident serving overseas and paid out of the public revenue of the UK, including diplomats or members of the armed forces.
FCA Rules	The rules and guidance issued by the Financial Conduct Authority, including the FCA Handbook of Rules and Guidance.
General Investment Account	Our General Investment Account product.
Government Bonus	The 25% Government bonus paid on all savings up to the Account Subscription Limit. The amount of the Government Bonus is set by the Government and may change.
Investments	(In relation to a Stocks and Shares LISA) stocks, shares, units in funds, investments, income, interest, cash balances and any other entitlements held in your Stocks and Shares LISA from time to time.
ISA	An individual savings account managed under the ISA Regulations.
ISA Account	A Cash ISA account you hold with us from time to time.
ISA Manager	An organisation who is authorised by HMRC to manage ISAs (including Lifetime ISAs).
ISA Regulations	The Individual Savings Account Regulations 1988, as amended or replaced from time to time.
Legal or Regulatory Requirements	Any law, regulation, rule, statement or code of practice, regulatory or industry guidance, decision of a court or ombudsman, or instruction from a regulator or ombudsman, which is binding on us or which we are accustomed to following. Where we refer to a Legal or Regulatory Requirement, this includes reference to any Legal or Regulatory Requirement which amends or replaces it.
LISA	A lifetime ISA managed under the ISA Regulations.
LISA Account	Any Stocks and Shares LISA or Cash LISA account you hold with us from time to time.
Management Fee	The monthly fee we charge for administering your Stocks and Shares LISA.
Monthly Fee	The fee we charge you where you hold one or more Accounts with us, or where you use our account information service.
Nominee	Any organisation (or its sub-custodian or nominee) that we select from time to time to do any of the following on our behalf: (a) hold your Investments (apart from Client Money); and/or (b) execute transactions in Investments.
Nominated Account	The account you nominate to make payments into your Account, and to receive payments out of your Account. Unless we agree otherwise, this must be a UK bank or building society in your name, which we will verify when you open an Account. We will not accept your account as a Nominated Account until we have completed our checks.

Withdrawal Charge	<p>The Government charge which applies where you withdraw your money from an Account, unless the withdrawal occurs in specific circumstances (explained in condition 10). The Withdrawal Charge is explained in our key features document. Up to date details about Withdrawal Charges can be found on the Government's Lifetime ISA website.</p> <p>If you have to pay a Withdrawal Charge, you may receive less back than you paid into your Account.</p>
Working Day	Any day on which the London Stock Exchange is open for business.

The following rules of interpretation also apply:

- (a) Any reference to a "month" is to a calendar month, and every reference to a "day" is to a calendar day, unless we say otherwise.
- (b) The singular includes the plural and vice versa, and any reference to one gender includes all other genders.
- (c) The headings used in the Customer Agreement are for convenience only, and do not affect how the terms and conditions of the Customer Agreement should be interpreted.
- (d) Where we use words like "includes", "including", "such as" and "for example", these are for illustration only and they do not limit the meaning of the surrounding words.