

# Client Declaration ISA 2017/18



## I declare that:

1. All subscriptions made, and to be made, belong to me and that I am 18 years of age or over.
2. I have not subscribed and will not subscribe more than the overall subscription limit in total to a Cash ISA, a Stocks and Shares ISA, an innovative finance ISA and a lifetime ISA in the same Tax year.
3. I have not subscribed and will not subscribe to another Stocks and Shares ISA in the same tax year that I subscribe to this Stocks and Shares ISA.
4. I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, perform duties which, by virtue of Section 28 of the Income Tax (Earning & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with a person who performs such duties. **I will inform TAM Asset Management Ltd if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.**
5. I authorise TAM Asset Management Ltd to:
  - i. hold my cash subscriptions, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash.
  - ii. make on my behalf any claims to relief from tax in respect of ISA investments.
  - iii. on my written request transfer or pay to me, as the case may be, ISA investments, interest, dividends, rights or other proceeds in respect of such investments or any cash.

6. The information given by me is correct to the best of my knowledge.

## 7. Please select one of the following

I wish to apply to subscribe to a TAM Asset Management Ltd ISA for the tax year 2017/18

I wish to apply to subscribe to a TAM Asset Management Ltd ISA for the tax year 2017/18 and each subsequent year until advised to the contrary.

## 8. I would like to transfer my ISA in full:

In cash

In Specie

I wish to fund my ISA from my TAM general investment account ref: .....

I wish to fund my ISA by cheque/bank transfer

## Applicant

Title: \_\_\_\_\_ First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

National Insurance No.: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature:

Date: \_\_\_\_\_

If you are signing the application form by power of Attorney, please call TAM Asset Management for the details of what documentation is required.

# ISA Terms & Conditions for Tax year 2017/18

TAM Asset Management Ltd are registered Inland Revenue ISA Managers, authorised and regulated by the Financial Conduct Authority. TAM ISAs are managed in accordance with the ISA Regulations and other regulatory and legal requirements. Should TAM Asset Management Ltd decide to delegate any of their functions or responsibilities under these Terms & Conditions they will satisfy themselves that any such person is competent to carry out those functions and responsibilities.

## TO OPEN AN ISA

1. Anyone aged 18 or over, who is resident and ordinarily resident in the UK, can subscribe up to £20,000 to a stocks and shares ISA, either in cash or by way of existing shares (for which special rules apply).
2. The investments will be and must remain in your beneficial ownership and must not be used as security for a loan. As per your initial Terms of Business the title to the investments will be in the name of Pershing Nominees Ltd (or in the case of overseas securities held with any eligible custodian as they may reasonably determine). UK non-Crest securities will be held in their physical possession. Share certificates or other documents evidencing title will be held by us as Inland Revenue authorised ISA Managers.
3. Withdrawals do not incur liability to tax. The funds withdrawn can be re-subscribed in the same tax year if the maximum subscription has not already been made.
4. Qualifying investments can be any equity (ordinary shares) in a company which is incorporated anywhere in the world and which is officially listed on a recognised Stock Exchange, as termed by the Inland Revenue, any qualifying Investment Trust, Unit Trust, OEIC or UCITS (subject to special rules), certain corporate bonds convertibles and preference shares, PIBs and Gilts.
5. Dividends may be withdrawn without charge bi-annually.
6. Interest arising on cash on deposit is not liable for tax but we are required to account to the Inland Revenue for a flat rate charge of 20% on all interest paid or credited. The investor cannot reclaim this charge. Interest rates will be available on request.
7. You have the right to attend shareholders, securities holders or unit holders meeting, exercise voting rights, and receive company reports and accounts, and supplementary information which may incur a further administration fee. You must notify us in writing if you wish to take up this right.
8. Where applicable Bonus Rights will automatically be added to your holding. Please note Rights issues may not be subscribed for by additional cash investment over the annual ISA limit, but may be taken up from cash already in the ISA, or taken up outside the ISA.
9. Statements are constantly available to download via our web delivery system, giving details of investments and cash balances held in the ISA.
10. The ISA investor has the right to request arrangements be made for them to attend and vote at shareholders, security holders or unit holders meetings, and to receive the Annual Report and Accounts and any other information issued to shareholders, securities holders or unit holders in respect of investments held in the ISA. This may incur a

further administration fee.

11. Your ISA investment will be discussed individually with you by your IFA prior to purchase or sale and TAM are not responsible for determining the appropriateness or suitability of and ISA for your circumstances. It is your adviser's responsibility to assess your circumstances and determine the correct risk profile which will be relayed to TAM and agreed to by you.
12. TAM Asset Management Ltd is responsible for determining the eligibility of investments to be held within ISAs. It is, however, possible for a previously qualifying investment to become non-qualifying, for which TAM Asset Management Ltd cannot be held responsible, nor for any loss of benefit resulting. If an investment ceases to qualify, we will arrange to sell or transfer it out of the account.
13. You are not obliged to take out an ISA each year but we do require you to complete an application form for each tax year for which you subscribe unless you choose the second option on the previous page point 8.
14. As the ISA is personal to you, tax exemptions cease on death and thereafter your personal representatives will have the choice of liquidating the investments or transferring them in specie to your beneficiary(s).
15. You have the right to transfer your ISA to another ISA manager. On receipt of your written instructions and within the time stipulated by you, subject to a minimum period of 21 calendar days, all or part of your ISA shall be transferred to another ISA manager.
16. On receipt of your instructions and within the time stipulated by you, subject to a minimum period of 21 days, all or part of the investment held in your ISA, and proceeds arising from those investments, shall be transferred or paid to you.
17. We will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations made by the Inland Revenue, the ISA has or will become void. Voided ISAs will be subject to our closure fee.
18. Alterations may be made from time to time to these terms without notice in order to meet changes in ISA regulations, legal requirements and otherwise to allow effective management of your ISA investments. Any changes in our charges will be made available via our website 30 calendar days prior to them taking effect.
19. Where applicable the Terms and Conditions stipulated in your (Discretionary) Terms of Business Proposal will apply to your ISA. We will manage the portfolio as per the investment objectives advised in your signed account opening documentation. Should your investment objectives change, please contact your Adviser as soon as possible in order that they can instruct us accordingly.
20. You are reminded that, owing to the nature of the investment market, share prices and the income derived from a shareholding can fall as well as rise that the degree of risk attached to any particular investment may vary, and that you may not receive back all the money which you invested.
21. Your ISA investments do not involve you in any correspondence or returns to the Inland Revenue.

# ISA Transfer Declaration Details

## TAM Asset Management Ltd Transfer Application Details – Instructions to Existing Account Manager.

I agree to TAM Asset Management Ltd's terms and conditions and authorise you to transfer the below detailed Stocks and Shares ISA to them. I also authorise you to provide TAM Asset Management Ltd with any information they require and to accept their instructions regarding my ISA.

### Transferring ISA Manager Details

Name: \_\_\_\_\_  
Address : \_\_\_\_\_  
Plan Name: \_\_\_\_\_  
ISA Reference Number: \_\_\_\_\_

### Client Details

Title: \_\_\_\_\_ First Name: \_\_\_\_\_  
Surname: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
National insurance No. : \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Passport number: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
  
Signature: 

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Date: \_\_\_\_\_

**VERY IMPORTANT PLEASE READ:** Some ISA Managers will restrict the transfer of assets from existing product to cash only. It is TAM Asset Management policy to always attempt to transfer stock in specie. However where we receive instructions for transfer and the existing Manager will not allow in specie transfer, unless otherwise advised, we will instruct liquidation on your behalf and receive cash. The transfer of either cash or in specie will have no negative impact on the ISA's tax situation