Important information

Introduction:
These Terms set out the details of the contract between you and us in respect of your Account. Please read these Terms carefully in conjunction with the HSBC InvestDirect or HSBC InvestDirect Plus Terms and Conditions and the Best Execution Disclosure Statement and Conflicts of Interest policy contained therein.

Further information and an Application form for an Account can be found on our Website or alternatively you may contact us on the telephone number shown on our Website or in our HSBC InvestDirect Stocks and Shares ISA (Individual Savings Account) Key Features Document.

Application Requirements:
You may only open or maintain an Account if you have an IDA with us in your sole name. If you close your IDA, your Account must be closed or transferred to another ISA manager at the same time.

You may only open and make Subscriptions to an Account if you are resident in the UK for tax purposes or, if you are not so resident, you are a Crown Employee working overseas or you are married to or in a civil partnership with a person who performs such duties, notwithstanding any local restrictions.

Subject to term 7 below, you may transfer your ISA from another ISA manager to us, whether or not you are resident in the UK for tax purposes, without losing any of your tax advantages in accordance with the conditions of your existing ISA.

The value of any tax savings and eligibility to invest in an ISA will depend on individual circumstances. HSBC InvestDirect and HSBC InvestDirect Plus offer a Stocks and Shares ISA. We do not permit insurance products to be purchased in the Account. HSBC InvestDirect and HSBC InvestDirect Plus do not offer a Cash ISA.

Glossary
Except as otherwise specified in the Glossary, all terms defined in the IDA Terms have the same meaning when used in these Terms.

The following terms have the meanings specified below:

**Account** means an HSBC InvestDirect Stocks and Shares ISA offered by us and entered into in accordance with this Agreement which will comprise of an ISA account and a British Pounds Sterling denominated ISA cash account;

**Account Manager** means HSBC Bank plc;

**Agreement** means these Terms and the IDA Terms;

**Application** means a properly completed application to open an Account with us which must be completed online or by such other means as we may accept (and which includes, in the case of an application to transfer an ISA to us, the Transfer Form);

**Assets** means Investments, income, interest, cash balances and any other rights and entitlements from time to time held within your Account;

**Associated Company** means any holding company of ours or a subsidiary of any such holding company (as defined in section 1260 Companies Act 2006 as amended or replaced from time to time);

**Authorities** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;

**Best Possible Result** means, when executing orders, on a consistent basis, taking into account a range of factors which include: price; cost; speed; likelihood of execution and settlement; size; nature or any other consideration relevant to the execution of orders to achieve the Best Possible Result. Price and execution costs will be paramount although factors such as the type of order, the type of Investment and the choice of Execution Venue will also be considered where necessary;

**Compliance Obligations** means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers;

**Connected Person** means a natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;
Controlling Persons means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control;

Customer Information means any Personal Data, confidential information, and/or Tax Information relating to you or a Connected Person;

Customer Services means our service centre which handles all telephone calls and e-mail enquiries for services and products offered under this Agreement at HSBC InvestDirect, PO Box 1683, Frobisher House, Nelson Gate, Southampton SO15 9DF;

Crown Employee means a person who performs duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom;

Execution Venue means a trading venue that we believe offers the best prospects for us to obtain the Best Possible Result on a consistent basis;

FCA means the Financial Conduct Authority, an independent body that regulates the financial services industry in the United Kingdom and any successor body;

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters;

Financial Crime Risk Management Activity is defined in term 17.5 below;

Gilts means UK Government issued debt securities;

HSBC Group means collectively and individually, HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices, and “any member of the HSBC Group” has the same meaning;

IDA means your HSBC InvestDirect settlement account or HSBC InvestDirect Plus sterling cash account with us as defined in the IDA Terms;

IDA Terms means the general terms and conditions for our sharedealing and investment service together with any relevant Supplemental Terms;

Investments means all investments which are listed on the relevant page of our Website or otherwise notified to you from time to time and which under the Regulations are qualifying investments for the purposes of a stocks and shares ISA;

ISA means an Individual Savings Account under the Regulations;

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group;

Payments means any amount received from you or from another ISA manager on your behalf for payment into your Account;

Personal Data means any information relating to an individual from which they can be identified;

Rates and Fees Page means the specific page on our Website or in paper format as amended and notified to you from time to time. It displays our current interest rates for your IDA depending on the type of accounts you maintain with us, messages referring to interest rate changes and all our current fees for the provision of services subject to the IDA Terms. In addition the Rates and Fees Page sets out details of third parties’ taxes and costs attributable to specific Investments (the imposition and amount of which is outside our control);

Regulations means the Individual Savings Account Regulations, 1998, as the case may be, as amended or replaced from time to time and any other applicable statutes and regulations;

Regulated Market means the computer systems of an authorised market through which multiple parties can buy and sell Investments which are admitted to trading under the rules of the market;

Rules means the rules of the Financial Conduct Authority, and any other organisation acting within the scope of the Financial Services and Markets Act 2000 or any other legislation applicable to the Account at any given time;

Scrip Dividend means a distribution by a company in shares or a combination of shares and cash;

Services includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes;

Subscription means the cash and or shares subscribed or to be subscribed to your Account in accordance with the Regulations and these Terms;
Substantial Owners means any individuals entitled to more than 10% of the profits of or with an interest in more than 10% of an entity either directly or indirectly;

Supplemental Terms means any supplemental terms applicable to the specific products or services that we may offer you from time to time;

Tax Authorities means UK or foreign tax, revenue or monetary authorities (for example, HMRC);

Tax Information means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner;

Tax Year means a year beginning on 6 April and ending on the following 5 April;

Terms means these Account terms and conditions;

Transfer Form means the transfer form available on our Website or from Customer Services. It may be accessed electronically via our Website or despatched to you via e-mail or such other method as we may choose;

Units means units or shares in the Funds;

We, us, our or ourselves means HSBC Bank plc;

Website means the location within HSBC Personal Internet Banking from which you can access the HSBC InvestDirect service (as set out in the IDA Terms);

You or your means the person whose name, address and other particulars are referred to in the relevant Application.

Terms and conditions

1. Appointment and Authority

1.1 You appoint us as the Account Manager for your Account. We will operate your Account in accordance with this Agreement, your Application, the Regulations and the Rules.

1.2 We reserve the right to reject any Application. We may also not open your Account until you have provided us with all information which we consider relevant to it.

1.3 Your Application for an Account covers the current Tax Year only. In order to make any Subscriptions to your Account during any future Tax Year, you must make a fresh Application for that year.

1.4 On receipt of your Application for a current Tax Year Account, we will send you a copy of the declaration contained in your Application either in hard copy or electronically. You should notify us of any inaccuracies in your declaration within 30 days of the date we send you a copy of the declaration.

1.5 We are not able to advise you on your Investment dealings. The InvestDirect and InvestDirect Plus service is an execution-only service. This means that we execute the Investment dealings you ask us to and we do not provide you with any advice or personal recommendations. The only duty we owe you is to achieve the Best Possible Result for your orders and any other duties are expressly excluded from the InvestDirect and InvestDirect Plus service. You are solely responsible for your own Investment dealings when using the InvestDirect or InvestDirect Plus service. We are not required to assess the suitability of the InvestDirect or the InvestDirect Plus service for you and the protection afforded by the FCA on assessing suitability does not apply to the InvestDirect or InvestDirect Plus service. As a result, before deciding to deal in an Investment we suggest you consider whether you need to take independent financial advice on the particular Investment dealing and, where you think it is appropriate to do so, seek and act on that advice.

2. Interpretation of and changes to the Terms

2.1 This Agreement will replace the terms of any agreements which we have previously entered into with you in respect of the Account. If there is a contradiction between information on our Website or otherwise notified to you relating to the Account and these Terms or any conflict between these Terms and the IDA Terms then these Terms will prevail.

2.2 We may amend this Agreement (including by the introduction of new charges or fees or making changes to the amount, rate or basis on which we calculate and/or charge) in the following ways:

2.2.1 if we reasonably consider that the change is favourable to you, by telling you about it within 30 days of the change;

2.2.2 if the change is not favourable to you, by giving you at least 30 days’ written notice before we make the change.

We may make any change to this Agreement for all or any of the reasons set out in this term 2 that apply, namely:

• if the change is favourable to you; or

• following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice; or

• to respond to the making of a recommendation, requirement or decision of any court, ombudsman, regulator or similar body; or
• to reflect any change in the base rate or any rate that replaces it set by the Bank of England or by any bank that takes over responsibility for setting such a rate; or
• to reflect any change or anticipated change in interest rates charged by other major banks or financial institutions in the UK; or
• to reflect changes or anticipated changes in costs associated with changes in relevant market conditions, changes in technology, changes in the costs we pay others, changes in inflation and/or changes in accounts, services or facilities we provide; or
• to make the Terms clearer; or
• to respond to any changes in our systems and procedures, including any change arising from the reorganisation of our business as a result of it being acquired or by our acquiring another bank or organisation; or
• to reflect the costs or consequences of any event beyond our control that may impact upon our provision of accounts, services or facilities to you; or
• to respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

Where we make a change under this term 2, the change will be proportionate to the underlying reasons for the change.

We may also make changes to the Terms (including introducing new charges or fees or changing the amount, rate or basis on which we charge) for any other valid reason that applies and is not described in this term 2. We will always give you at least 30 days’ prior written notice of such a change.

You may without charge close your Account in accordance with term 9 within 30 days of the date of any advance notice of a change we send you or, if longer, up to the date upon which the change is due to take effect. If you do not tell us that you want to close your Account by this time, then you will be deemed to have accepted such a change and the change will take effect automatically. If you close your Account without transferring to another ISA manager the investment will no longer be contained within a stocks and shares ISA.

3. Subscribing to and Operating your Account

3.1 We do not segregate Assets by Tax Year but may segregate Assets in your current Tax Year Account from Assets representing previous Tax Years’ Subscriptions if we need to do so.

3.2 You may make cash Subscriptions to your current Tax Year Account using any of the relevant methods specified from time to time on our Website. We can only accept responsibility for Payments into your Account after we have received and checked them. You must not send us cash in the post.

3.3 You may make Subscriptions of shares that you receive from a savings-related share option scheme or a share incentive plan directly to your current Tax Year Account. You need to make the Subscription within 90 days of:
• the exercise of the option date (in the case of a savings-related share option scheme); or
• the date on which the shares ceased to be subject to the plan (in the case of a share incentive plan).

The value of your Subscription will be calculated by reference to the aggregate market value of the shares at the close of business of the exchange on which the shares are listed on the date of transfer.

3.4 If you attempt to transfer cash and/or shares into your Account which would result in your Account exceeding the Subscription limit in any Tax Year, we will transfer any surplus into your IDA.

3.5 We will notify you if, by reason of any failure to satisfy the provisions of the Regulations, your Account has or will become void and no longer exempt from UK income tax and/or capital gains tax. If all or part of your Account is void we will sell the affected Investments and pay the proceeds into your IDA together with any cash balance held in the Account. We may deduct any accrued charges and any additional expenses incurred terminating the Account including any amounts payable by you under term 3.6 below and any amounts referred to in term 9.5 below.

3.6 You agree to indemnify us against any sum which we are required to pay to HM Revenue & Customs for a liability to tax in respect of your Account or which we are required to pay to any third party in respect of your Account under any applicable laws.

3.7 You must inform us immediately if you stop being UK resident for tax purposes or cease to perform duties as a Crown Employee working overseas, or cease to be married to or in a civil partnership with a Crown Employee working overseas, in each case, we may require that you transfer your Account to another ISA manager or that you close your Account.
4. Investments and Income

4.1 The provisions of the IDA Terms relating to investment dealing and your IDA will, except to the extent they conflict, or are inconsistent with these Terms or the Regulations, apply to your Account.

4.2 When placing an order to buy or sell Investments in your Account you must settle the trade through cash or Investments held in that Account and all Investments bought using cash held in your Account must be settled to that Account.

4.3 When placing a buy order for shares in respect of your Account you must enter a limit price which we will use to calculate the maximum potential settlement amount for the trade (including all commission, fees and taxes). You must have sufficient cash in your Account, at the time the buy order is placed, to meet this maximum potential settlement amount. In the case of orders for Units and Gilts, you must have sufficient cash in your Account at the time the buy order is placed to meet the cash amount of the order. For this purpose we will take account of cash due from Investments that have been sold but not yet settled but we will deduct all cash which may become payable in respect of buy orders placed which have not yet settled.

4.4 Any income and/or tax credits arising from Investments held in your Account will be paid in cash into that Account. Any dividends paid on your Investments will be taken as cash even though a Scrip Dividend may be offered as an alternative.

4.5 We may not offer the full range of Investments available in the Regulated Market. We will tell you which Investments you can deal in using the InvestDirect or InvestDirect Plus service. We reserve the right to remove or suspend any Investment from the InvestDirect or InvestDirect Plus service if there is extreme market volatility or for any other valid reason we may tell you of. However, if you have already asked us to buy an Investment before we decide to remove or suspend that Investment from the InvestDirect or InvestDirect Plus service, we will still try to execute that order for you. If you have an Investment in your Account which has been suspended or removed from the InvestDirect and/or the InvestDirect Plus service, we may still allow you to hold or sell that Investment. We also reserve the right not to make all Investments available to all customers. If we do include or exclude a particular Investment when providing the InvestDirect or InvestDirect Plus service to you, this does not mean we are giving you any advice as to the suitability of that Investment.

5. Assignment and Delegation

5.1 Subject to the Rules and the Regulations, we may delegate any of our functions or responsibilities under this Agreement to any person, provided that before doing so we shall, and we shall continue to, satisfy ourselves that such person is competent to carry out those functions and responsibilities.

5.2 We may assign all of our benefits and obligations under this Agreement to an Associated Company. You will be notified of any such assignment.

6. Death

6.1 In the event of your death, your Account immediately ceases to be exempt from UK income tax and capital gains tax and we will terminate it. We may use any money in your Account to reduce or repay any amounts you owe on other accounts with us anywhere in the same name. Subject to this, your Account will continue to be dealt with in accordance with this Agreement and also, subject to our discretion, in accordance with the instructions received from your personal representative(s) who will become subject to the Terms of this Agreement. Your personal representative(s) must provide proof of the death and of their appointment. Following receipt of such proof as is reasonably acceptable to us, we will deal with your Account in accordance with the instructions of your personal representative(s) and all the monies in the Account will be transferred to them or as they direct following deduction of our charges incurred in administering and terminating the Account.

Any tax refunds claimed on your behalf after you die will be repaid to HM Revenue & Customs. We will provide the appropriate statements with regard to the Account and any relevant tax certificate to your personal representative(s).

7. Transfers

7.1 Subject to the provisions of this term 7 and in accordance with the Regulations, you may instruct the current ISA manager of your ISA to transfer to us all or part of an ISA that you have with them. We only accept the transfer of current Tax Year subscriptions in full, any prior Tax Year(s) subscriptions may be transferred in full or part.

You must also notify us of your wish to effect the transfer by completing, signing and posting a Transfer Form to us. We reserve the right in our sole discretion to reject any request for a transfer to us of any existing ISA.

7.2 We may at our option accept the transfer of Investments from your existing ISA or we may require that Investments and other assets are sold
and the transfer is made in cash. You will pay any charges that your current ISA manager makes in relation to the transfers and/or encashment.

**7.3** In accordance with the Regulations, at your written request, and within the time you stipulate (subject to you giving us 30 days’ notice), we will transfer all or part of your Account, with, where appropriate, all rights and obligations of the parties to it, to another ISA manager provided they agree to the transfer. While we will normally carry out the transfer within the time you stipulate, there may be occasions when the transfer takes longer to complete due to circumstances beyond our control. When we receive your request to transfer, we will encash any shares in your Account and transfer the cash value of your Account, or, if requested by you, transfer the Account Investments (without first realising the shares) to the ISA manager of your choice. Current Tax Year Account Subscriptions can only be transferred in full.

**8. Cancellation of ISA Agreement**

**8.1** You have 14 days from when we accept your HSBC InvestDirect Stocks and Shares ISA application to write to us at HSBC InvestDirect PO Box 1683, Frobisher House, Nelson Gate, Southampton SO15 9DF, and cancel your Account. Any dealing fees incurred in buying and selling Investments in accordance with your instructions will still be payable. Cancellation only applies to the ISA “wrapper”. If you cancel your Application, any shares or cash held in your HSBC InvestDirect Stocks and Shares ISA in relation to the Application being cancelled will, unless otherwise instructed, be transferred to your HSBC InvestDirect Investment and Settlement Accounts or InvestDirect Plus Investment and Sterling Cash Accounts, as applicable. If you cancel a Subscription the amount returned may be less than the amount invested if there has been a downward movement in the value of your Investments from the date of investment to the date your instruction to cancel was received.

**8.2** Should you choose to cancel your current Tax Year Account within the 14 day cancellation period you will preserve your eligibility to open a current Tax Year Account either with us or another ISA manager, as HM Revenue & Customs will not treat this as a valid Subscription. Thereafter you can terminate your Agreement and close your Account at any time as detailed in term 9.5 of these Terms. If you cancel within the 14 day period you will not pay any charges for cancelling.

**8.3** Terminating your Agreement after the 14 day cancellation period may delay you from entering into another ISA agreement until the next Tax Year.

**8.4** Whenever you cancel or terminate your Agreement and close your Account there may be charges for the transactions required to transfer your Assets out of your Account, except where you terminate in accordance with term 2.2. Please see our Rates and Fees Page for details. You will have to pay us any money due to us at the time you cancel or terminate according to the terms of your Agreement notwithstanding cancellation/termination.

**8.5** A request to transfer your ISA in from another ISA manager has a 7 day cancellation period starting from the time we receive your transfer request, after which the transfer process will commence and cannot be cancelled. If you cancel within the 7 day period you will not pay any charges for cancelling.

If you do not cancel within the 7 day or 14 day period (as applicable) above, thereafter you can terminate your Agreement and close your Account at any time by writing to us.

**9. Withdrawal and Closure by you**

**9.1** In accordance with the Regulations and subject to the provisions of this term 9 and the provisions and time periods set out in the IDA Terms, you may withdraw all or part of the Assets in your Account or any cash. At your request and within the time you stipulate we will:

**9.1.1** pay you the amount of the withdrawal; or

**9.1.2** transfer to you Investments to the value of the amount requested for withdrawal. Where you request us to transfer to you Investments to the value of the amount requested for withdrawal we will normally carry this out within the time you stipulate although there may be occasions where such transfers will take longer to complete due to circumstances beyond our control.

Before we make a payment to you or transfer your Account or all or any of the Assets in your Account, we shall be entitled to deduct from the Account (and to the extent of any shortfall, any other account within your portfolio) an amount necessary to discharge any obligations or liabilities incurred in connection with the Account (including tax liabilities insofar as is necessary) which may be due from you to any person including us and HM Revenue & Customs. If we subsequently receive any income arising from Investments transferred out, we will remit it to you or your new ISA manager (as appropriate).

**9.2** You may withdraw cash from your Account by transferring it to your IDA. Instructions to transfer cash may be given through the “move money” facility on our Website, over the telephone or through such other means as we may agree.
You may not withdraw cash from your Account to the extent that it may become payable in respect of buy orders placed which have not yet settled.

9.3 No partial withdrawal may be made for an amount less than our applicable minimum withdrawal limit for the Account. Any minimum withdrawal limit will be indicated on our Website or otherwise advised by us from time to time.

9.4 If you withdraw any amount or investment from your Account or close your Account you will lose the relief from tax available on the amount or investment withdrawn from the day of withdrawal or closure. If you have subscribed in the current Tax Year to your Account, you may not close your Account with us and open a new Stocks and Shares ISA for the current Tax Year with another ISA manager, although you may transfer your Account to another ISA manager at any time.

9.5 You may without charge (subject to term 8.4) close your Account at any time by giving us appropriate instructions. However, we may continue to debit or credit your Account with the amount of any withdrawal or transfer previously instructed which was not debited or credited prior to its closure and, in any event, we reserve the right to keep your Account open to receive any relevant tax claims or tax credits.

10. Closure of your Account by us

We can end this contract with you and close your Account immediately in any of the following situations:

10.1.1 if you have seriously and persistently breached any of your obligations under the Terms;

10.1.2 if there has been, or we have reasonable grounds to suspect there has been, Financial Crime involving your Account or any transactions on your Account;

10.1.3 if there has been, or we have reasonable grounds to suspect there has been, suspicious activity on your Account;

10.1.4 if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with HSBC InvestDirect;

10.1.5 if you have not satisfied any anti-money laundering requirements;

10.1.6 if you fail to pay for any Trades;

10.1.7 if there is a change in law or regulation that requires us to do so;

10.1.8 if you are no longer eligible for an Account;

10.1.9 if you have given us false information in connection with your Account (for example, in your Application);

10.1.10 if you are no longer resident in the UK;

10.1.11 if you were a Crown Employee at the time of your Application, and you are no longer or you cease to be a Crown Employee;

10.1.12 if you close your IDA and/or Nominated Account (or you choose to switch to another bank using the current account switch service and to not retain another Nominated Account with us); or

10.1.13 if your Account or your IDA (or other account(s)) are being or have been used illegally or if we reasonably believe that your conduct will adversely affect the ability of our other customers to trade or the terms on which they trade (for example, if you were to deal repeatedly in many small lots, rather than one large lot so the market maker refuses to deal, or will only deal at a less favourable price in the future).

10.2 We will give you notice in writing immediately after your Account has been closed under term 10.1.

10.3 We may end this Agreement and close your Account for any other reason by giving you at least one months’ written notice.

11. Ownership and Custody

11.1 All documents evidencing title to Assets in your Account are held by us or as we direct.

11.2 The provisions of the IDA Terms relating to the custody of the Investments held in your IDA will apply to your Account, except to the extent they conflict, or are inconsistent with, these Terms or the Regulations. In accordance with the IDA Terms, the title to all Investments held in your Account will be registered in the name of our nominee.

11.3 The Account Investments will be, and must remain in, your beneficial ownership. You may not use your Account as security for a loan. You may dispose of or transfer an interest in any Asset only through us, and you may not create (or have outstanding) any charge or security on or over any Asset. The Account Investments do not qualify as eligible Investments for the HSBC InvestDirect Plus Trading Reserve.

12. Minimum balances

12.1 You must maintain a minimum balance in your Account equal to any applicable minimum balance requirement as indicated on our Website or as advised by us from time to time. We reserve the right to change our minimum balance requirement from time to time.
13. Interest rates

13.1 Any cash in your Account will earn interest at the applicable rate specified on our Rates and Fees Page, which also sets out information on when interest will be paid to you. On request, a full explanation of how interest is calculated will be provided. We reserve the right, at our discretion, to vary our interest rates at any time in accordance with the procedure set out in term 2.2.

14. Documentation and Voting

14.1 For any investment held in your Account, we can arrange at your request in writing for you to:

14.1.1 receive a copy of the annual report and accounts for each company or other concern in respect of shares, securities or Units in which you have invested; and

14.1.2 attend meetings of shareholders, securities holders, or Unit holders and exercise voting rights and receive information sent to such holders in addition to the annual report and accounts.

14.2 We do not accept standing instructions in respect of the matters referred to in term 14.1 above for all Investments held in your Account. If you wish to exercise your rights referred to in term 14.1 in respect of more than one Investment held in your Account you must make a written request in respect of each relevant Investment.

15. Rights Issues, Takeovers etc

15.1 The IDA Terms governing the exercise of rights attaching to your Investments will, except to the extent they conflict, or are inconsistent with, these Terms or the Regulations, apply to Investments held in your Account. However, all Payments due in respect of any such rights must be settled from your Account.

15.2 In the event that the exercise of any such rights results in any Investments being held in your Account which are not qualifying investments for the purposes of the Regulations you must transfer them out of your Account or sell them. If you fail to do this within 21 days of the date on which the non-qualifying investments are first acquired we will transfer them out of your Account and into your IDA, or, at our discretion, sell them.

16. Fees, Charges and Expenses

16.1 Details of the commission and any other fees payable in respect of your Account are set out in our published tariff as indicated on our Rates and Fees Page. For the avoidance of doubt, you must also pay any applicable value added tax, stamp duty, stamp duty reserve tax, other taxes, levies or other transaction costs.

16.2 We reserve the right to charge you for copies of annual reports and accounts and other information and/or for arranging for you to attend meetings and/or vote in respect of the Investments held in your Account as referred to in term 14.1. Details of any such charges will be specified on our Rates and Fees Page or otherwise advised by us from time to time.

16.3 Subject to term 16.4 below, you may specify whether the fees referred to in terms 16.1 and 16.2 above should be charged to your IDA. If you do not specify, these fees will be charged to your IDA. In any event, if there are insufficient Assets in your Account to meet such fees, we may deduct any amounts owing from your IDA.

16.4 All commission and all stamp duty payable in connection with the Investments held in your Account will be charged to your Account.

17. Your Information

This term 17 explains how we will use Customer Information. By using the Services, you agree that we and members of the HSBC Group may use Customer Information in accordance with such term.

Customer Information will not be disclosed to anyone other than where:

• we are legally required to disclose;

• we have a public duty to disclose;

• our, or a third party’s, legitimate business purposes require disclosure;

• the disclosure is made with your consent; or

• it is disclosed as set out in this term 17.

Collection

17.1.1 We and other members of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us, by any member of the HSBC Group or by a third party on behalf of us or any member of the HSBC Group, and may be collected from you directly, from a person acting on your behalf or from other sources (including from publically available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

Processing

17.2.1 We will process, transfer and disclose Customer Information in connection with any of the following purposes (the “Purposes”):

a. the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise;
b. meeting Compliance Obligations;
c. conducting Financial Crime Risk Management Activity;
d. collecting any amounts due and outstanding from you;
e. conducting credit checks and obtaining or providing credit references;
f. enforcing or defending our rights, or those of a member of the HSBC Group;
g. our internal operational requirements or those of any member of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
h. maintaining our overall relationship with you (including, if you agree, marketing or promoting financial services or related products, and market research); and/or
i. verifying your identity.

Sharing
17.3.1 By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

a. any member of the HSBC Group;
b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
c. any Authorities, in response to their requests, or where you have provided us with false or inaccurate information and Financial Crime is detected;
d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
f. other financial institutions, fraud prevention organisations, trade associations, credit reference agencies or credit bureaus, and debt recovery agents;
g. any third party fund manager who provides asset management services to you;
h. any introducing broker to whom we provide introductions or referrals;
i. any third party in connection with a transfer, disposal, merger or acquisition of business by us or any HSBC Group member; and
j. selected third parties for marketing purposes where you have consented to marketing, wherever located, including in jurisdictions which do not have data protection laws providing the same level of protection as the jurisdiction in which the Services are supplied.

Your obligations
17.1.4 You agree to inform us promptly, and in any event, within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.

17.2 You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided or will from time to time provide to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.

17.3 Where:

- you fail to provide promptly Customer Information that we reasonably request, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, we or any other member of the HSBC Group with which you have a relationship, may, where permitted by Laws:
  - be unable to provide new, or continue to provide all or part of any Services to you and may end the relationship with you;
  - take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
  - block, transfer or close your account(s) you have with us or another member of the HSBC Group.

In addition, if you fail to supply promptly your, or a Connected Person’s, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and we or other persons may withhold amounts where legally required by
17.4 Data protection

17.4.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

17.4.2 Under data protection legislation, individuals can make a written request for a copy of certain personal records we hold about them. The current fee is £10.00 per request from each individual.

17.5 Financial Crime Risk Management Activity

17.5.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (“Financial Crime Risk Management Activity”).

Such action may include, but is not limited to:

a. screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf,

b. investigating the source of or intended recipient of funds,

c. combining Customer Information with other related information in the possession of any member of the HSBC Group, and/or

d. making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

17.5.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be responsible to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

17.6 Tax compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment and filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person (acting in their capacity as a Connected Person and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or Connected Person’s place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

17.7 Credit reference and fraud prevention

17.7.1 If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet your financial commitments.

The credit reference agencies will record details which will form part of your credit history whether or not you proceed with your application. If you make several applications within a short period of time this may temporarily affect your ability to obtain credit. We may share details of how you manage any current accounts or borrowing from us with credit reference agencies.

17.7.2 If we make demand for repayment following default and you fail to repay the full amount due or to make and keep to acceptable proposals for repayment within 28 days we may (in the absence of any genuine dispute about the amount owed) register the default with the credit reference agencies. This may affect your ability to obtain further credit.

17.7.3 If you make a joint application for a current account or credit, an association linking your financial records with those of your fellow applicant(s) will be created by the credit reference agencies. The credit history of your ‘associates’ may be taken into consideration in any future application for credit.

The association will continue to link your credit histories unless and until you successfully file a ‘notice of disassociation’ with the credit reference agencies.

17.7.4 Further details on credit scoring and explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled “Credit Scoring, Credit Reference and Fraud Prevention Agencies” available on our website hsbc.co.uk or can be requested from branches or by phoning 0800 587 7008 (textphone 0800 028 3516).

Please call this number if your require details of
the credit reference and fraud prevention agencies we use. Lines are open 8.30 am to 6pm Monday to Friday, excluding public holidays.

17.8 Website and email personalisation
When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:
• to improve your experience;
• to improve the functionality, security and performance of those websites;
• to provide you with promotional content; and/or
• to provide us with information about how those websites are used and how users arrive at those websites.

In the event that you receive emails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way. Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information is available on our cookie policy, and site terms and privacy statement at our website hsbc.co.uk.

17.9 Further information and marketing
17.9.1 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/ or visual images. Any recordings remain our sole property.

17.9.2 We may make and retain copies of passports, driving licences or other identification evidence that you provide.

17.9.3 We will obtain your written consent before providing a banker’s reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

17.9.4 If you change your mind at any time about receiving marketing information via post, telephone, email or any other method or about participating in market research, then please let us know.

17.10 Miscellaneous
17.10.1 In the event of any conflict or inconsistency between any of this term 17 and those in any other service, product, business relationship, account or agreement between you and us, this term 17 shall prevail. Any consents, authorisations, waivers requested by us or any member of the HSBC Group and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

17.10.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

17.10.3 Survival on termination
This Term shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account, including the termination of this Agreement.

18. Liability and indemnity
18.1 Neither we nor any of our associates, agents or licensors or their directors, officers or employees will be liable for any losses, costs, liabilities, expenses or damage incurred by you in connection with the Agreement unless caused directly by our or their negligence, wilful default or fraud. To the extent that such liability arises, and save where the law provides otherwise, we will only be liable to the extent that any losses, costs, liabilities, expenses or damage result directly from such negligence, wilful default or fraud. We will not be liable for any losses we could not reasonably have expected to occur.

18.2 We will not be liable to you if we do not act on your instructions for any reason set out in the Agreement or if we cannot carry out our responsibilities to you because of any cause that we or our agents or sub-contractors cannot reasonably control. This exclusion includes any losses arising from the unavailability of the relevant network to users of our internet services or data entered through or data becoming scrambled, lost or wrongly communicated in transmission due to defects in the network, direct or indirect failure of power supplies, equipment, data processing and communication systems
or transmission links and any losses arising because of strike or other industrial action to the extent that such matters are outside our or their reasonable control.

18.3 From time to time we may have to shut down our Website to enable us to perform essential work on, or major upgrades to, our service. We will make every effort to keep disruption to a minimum and to notify web users in advance if such shut down becomes necessary.

18.4 Nothing in these Terms will reduce your statutory rights, including your rights relating to the fairness of the terms on which products, services and facilities are provided to you and any rights you may have to cancel, close or terminate your Account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department.

18.5 If you are in default in paying any amount due, interest and associated administrative and recovery costs will be payable by you on demand at the rate from time to time published in our Rates and Fees Page.

General Terms

19. General

19.1 If we do not deliver the standard of service you expect, or if you think that we have made a mistake, please let us know. We will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition we will take steps, where appropriate, to prevent a recurrence. Please allow us the first opportunity to answer any concerns to put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet “Listening to your Comments. This does not affect your right to make a complaint to the Financial Ombudsman Service at any time. Further information can be obtained by writing to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or by visiting www.financial-ombudsman.org.uk or call the FSCS on 0800 678 1100 or 020 7741 4100. Please note only compensation related queries should be directed to the FSCS.

19.2 HSBC Bank plc is covered by the Financial Services Compensation Scheme (FSCS). You may be eligible to compensation from the scheme if you have a valid claim against us in respect of investment business and we cannot meet our obligations. Most types of investment business are covered up to a maximum limit of £50,000 per person. Your eligible deposits (including your cash in your InvestDirect Stocks and Shares ISA) are covered separately by the FSCS. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

19.3 In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £170,000. The £85,000 limit relates to the combined amount in all of the eligible depositor’s accounts with HSBC and first direct including their share of any joint account, and not to each separate account.

first direct and HSBC are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of up to the FSCS deposit limit in total. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS website www.FSCS.org.uk or call the FSCS on 0800 678 1100 or 020 7741 4100. Please note only compensation related queries should be directed to the FSCS.

19.4 The information on our Website is based on our understanding of current legislation and HM Revenue & Customs practice. Both legislation and practice can change and the tax treatment of ISAs may change in the future.

20. Governing Law

20.1 These Terms are governed by the law of England and Wales. The English courts will have non-exclusive jurisdiction over disputes arising in connection with these Terms. Any banking terms and conditions implied by law will also apply to these Terms.

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority’s contact address is at 25 The North Colonnade, Canary Wharf, London E14 5HS and the Prudential Regulation Authority’s address is the Bank of England, Threadneedle Street, London EC2R 8AH.

HSBC Bank plc is also registered with the Jersey Financial Services Commission, the Guernsey Financial Services Commission and the Isle of Man Financial Supervisions Commission for banking and investment business.

HSBC Bank plc is registered for credit business under Interim Permission Number 0006343.

HSBC Bank plc is established at 8 Canada Square, London E14 5HQ, which is its registered office.