

A scenic view of a paved road lined with trees, with a large orange semi-circle at the bottom. The road is dark asphalt and curves to the right. The trees are lush green and yellow, suggesting autumn. The sky is a mix of orange and blue, indicating sunset or sunrise. The orange semi-circle at the bottom contains the main title and tagline.

Platform Terms & Conditions

For your brighter future

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Introduction

The Platform is an online wealth management service provided by Radiant Platform Management Limited ('Radiant Platform Management') and is only available through your Financial Adviser.

A Platform allows your Financial Adviser and, where applicable, your Discretionary Fund Manager ('DFM') (i.e. a firm appointed to provide discretionary investment management services in relation to your Platform Account) to invest and manage your money across a range of Assets and Accounts (such as an ISA, or General Investment Account). This is all brought together in one place to make viewing your financial position and executing transactions easier. The DFM may be your Financial Adviser if they are also appointed to provide discretionary management portfolio services in relation to your Platform Account as well as acting as your Financial Adviser, or it may be a third party DFM appointed by you (or by your Financial Adviser acting as your agent) on the recommendation of your Financial Adviser. Your Financial Adviser and, where applicable, your DFM will manage this Platform Account online on your behalf, but you have access, so you can view all of your investments in one place.

Your Financial Adviser, and where applicable, your DFM have entered into a separate agreement with us which governs their access and use of the Platform on your behalf.

Your Financial Adviser is responsible for all the advice and financial planning services that you request and the DFM, where appointed, will manage the investments. Radiant Platform Management has no responsibility to review your Platform Account, does not provide investment management services in respect of assets on the platform, and does not provide advice about the suitability of any Investment Account or the investments you hold within it.

By accepting these Platform Terms & Conditions, you agree that you will enter into a separate agreement between you and your Financial Adviser and/or your DFM, to give your Financial Adviser and/or your DFM all necessary authorisations and consents for them to act on your behalf in relation to the Platform in accordance with and subject to these Platform Terms & Conditions.

More specifically, you will authorise your Financial Adviser to:

- (a) give instructions to Radiant Platform Management via the Platform on your behalf;
- (b) receive from Radiant Platform Management information, reports and notices via your online Platform Account, which your Financial Adviser may also pass on to you as appropriate and applicable;
- (c) instruct Radiant Platform Management, including in respect of the transfer of Cash or Assets, to meet your settlement or other obligations and/or to transfer your Cash and Assets to another custodian of your choice.

Your Financial Adviser remains responsible for compliance and regulatory requirements regarding its own operations and the supervision of your Platform Account. In particular, your Financial Adviser remains responsible for approving the opening of Platform Accounts, money laundering/identity checks, compliance, accepting and executing transactions (unless a separate DFM is appointed), assessing the suitability of investments when it has a duty to do so, providing any investment advice and for managing our ongoing relationship with you. Any concerns about the suitability of your Platform Account or any Investment Account should be addressed to your Financial Adviser in the first instance.

Important Information

The Platform Terms & Conditions provide you with a summary of important information you need to know before you use the Radiant Platform Management Platform for your investments.

Please read these Platform Terms & Conditions carefully as they contain important information which you should consider before investing and managing your money on our Platform and provides the framework under which our relationship with you will operate.

Terms and conditions that apply generally to both our Platform and the Investment Accounts available through it are provided in Schedule A and Schedule B. Additional terms and conditions that apply specifically to Individual Savings Accounts ('ISAs') are provided in Schedule C.

Please note that these Platform Terms & Conditions will form the basis of a legally binding agreement between you and us, together with the documents/information listed below, and upon which we intend to rely:

- (a) the details that you complete on the Platform; and
- (b) the Radiant Platform Management Account Charges schedule as varied from time to time.

Consequently, if you have any queries about these Platform Terms & Conditions or are unsure about any of its terms, you should contact us or seek independent advice. By ticking the relevant box on our website, you agree to accept these Platform Terms and & Conditions.

In addition to these documents, you should also refer to other documents mentioned in these Platform Terms & Conditions such as the Radiant Platform Management Key Features, and our policies (e.g. our Order Execution Policy). For further information on our policies please refer to Section 32. These documents are all available from your Financial Adviser and our website www.radiantplatform.co.uk. You should keep them in a safe place for future reference. These Platform Terms & Conditions and any subsequent versions will be available to view in the Message Hub on the Platform. If you have any questions, please refer to your Financial Adviser. We may, at our discretion, vary these Platform Terms & Conditions and our charges in accordance with Section 28 'Changes to these Platform Terms & Conditions'

Your contract documentation and any subsequent correspondence with you regarding these Platform Terms & Conditions and your Account will be in English and will be available in the Message Hub on the Platform.

Contacting us

Please continue to use your Financial Adviser as your first point of contact. You can also contact our customer services team as follows:

Email: hello@radiantplatform.co.uk

Address:

Radiant Platform Management Limited
93 George Street
Edinburgh
EH2 3ES

Website: www.radiantplatform.co.uk

Schedule A - Applicable to all Platform Accounts

1. Definitions

The following words and expressions have particular meanings:

Annual Management Charge: means the annual charge made by a fund manager on the Units held under a unitised policy. These charges are generally made to reflect the cost of managing the investments within the Fund and expressed as a percentage of the value of the Fund. The Annual Management Charge for a particular fund is shown in the investor facing fund documentation that you will be given.

Applicable Law: means any law, legislation, instrument, rule, order, regulation, directive, bylaw or decision which applies to, concerns or otherwise affects either our or your obligations under these Platform Terms & Conditions, as varied from time to time. This includes the Finance Act 2004, the Financial Services and Markets Act 2000, and the Financial Services and Markets Act 2012, substantive legislation made under acts, the ISA Regulations, any rules and regulations of any Authority (including, without limitation, the FCA rules) and/or any data protection legislation.

Assets: means Assets held within your Platform Account such as Units in Unit Trusts, shares in OEICs, Exchange-Traded Assets, and other investments available to be held through your Platform Account.

Available Cash Balance: means the cash balance available within an Investment Account(s) at any given time.

Bank: means a deposit-taking institution as the Custodian may nominate from time to time.

Business Day: means any day when the London Stock Exchange is open for business.

Cash: means any cash balances, distributions and other amounts received or receivable as cash in your Investment Account from time to time.

Charges: means any charges payable in connection with your Investment Account. This includes the Radiant Platform Management Account Charge, DFM Charges and Financial Adviser Charges.

Client: means an individual, Power of Attorney, Trustee, Corporate Entity, Charitable Trust or Beneficial Owners with an Investment Account on the Platform.

Client Account: means a bank account managed by the Custodian via a range of regulated deposit takers. The operation of this Client Account is subject to the FCA's client money rules.

Contract Note: means the evidence that a Client has bought or sold an Asset including, the Assets traded, the price received and the date on which the transaction was executed.

Corporate Action: means an event which brings change to an Asset including but not limited to rights issues, stock splits, mergers and name changes.

CREST: means the computer-based system which enables Assets to be held and transferred in un-certified form and which is operated by Euroclear.

Custodian: means Seccl Custody Limited, a firm authorised and regulated by the FCA under reference number 793200 who provide custody services to Radiant Platform Management.

Data Controller: have the meanings given to them under the Data Protection Act 2018.

Data Protection Act: means the Data Protection Act 2018 and all other Applicable Law and best practice relating to the processing of personal data and privacy.

Dilution Levy: means an extra charge levied by Fund managers when you buy or sell units in a Fund. The Charge is designed to offset any potential effect on the value of the Fund of such transactions and is most likely to apply if the size of an individual transaction represents a significant proportion of the relevant Fund.

Discretionary Fund Manager (DFM): means a firm authorised and regulated by the FCA to manage investments. A DFM may be appointed by you or your Financial Adviser acting as your agent, to provide discretionary investment management services (such as asset allocation and selection) in relation to your Investment Account on the Platform and who has entered into a separate agreement with Radiant Platform Management in order to access and use the Platform for this purpose. Your Financial Adviser may be acting as the DFM (in addition to acting as your Financial Adviser) or the DFM may be a third party.

DFM Agreement: means an agreement either between you, or an Financial Adviser acting as agent on your behalf, and a DFM that allows the DFM to provide investment portfolio management services on your Investment Account.

DFM Charges: means the fees payable to the DFM as agreed between the DFM and the Client or the Financial Adviser, acting as agent on the Client's behalf.

Exchange: means a recognised firm whose purpose is to allow listing and trading of Exchange-Traded Assets (for example the London Stock Exchange).

Exchange-Traded Asset: means any security we make available to you. This includes: shares, warrants, permanent interest bearing shares, gilts, corporate bonds, exchange-traded funds, exchange-traded commodities, investment trusts, or any other exchange-traded asset available to you within your Investment Account on the Platform.

FCA: means the Financial Conduct Authority or any successor authority.

Financial Adviser: means the FCA regulated firm that you have appointed to provide you with financial advice and to operate your Platform Account and your Assets and whom has entered into a separate agreement with Radiant Platform Management in order to access and operate your Platform Account on your behalf.

Financial Adviser Charges: means any fee which you have agreed to pay to your Financial Adviser and which is facilitated through your Investment Account.

Financial Services Compensation Scheme (FSCS): means the compensation fund of last resort for Clients of authorised financial services firms who are eligible to apply to the FSCS. If a firm is unable, or is unlikely, to pay claims against it, the FSCS may be able to pay compensation to the firm's Clients, subject to its rules on eligible claims.

Fund: means an authorised unit trust or OEIC, or any other collective investment scheme available within your Investment Account.

General Investment Account (GIA): means an Investment Account subject to taxation.

HMRC: means HM Revenue & Customs.

Income: means all payments received by a Client as taxable income distributed from that Client's Assets (e.g. dividends and interest) and any tax reclaimed on UK Assets from HMRC on that Client's behalf.

In-Specie: means transferring the legal ownership and/or custody of an asset from one person or entity to another without the need to convert the asset to cash.

Intuitive Pension Investment Account (IPIA): means a personal pension account, administered by the Pension Provider and available solely through the Platform with access to a wide range of Assets.

In Writing: means in writing to our postal address: Sovereign Place, 20 The Point, Market Harborough, Leicestershire, England, LE16 7QU, or via e-mail to hello@radiantplatform.co.uk.

Investment Account: means any General Investment Account (GIA), Individual Savings Account (ISA), Radiant Flexible Pension, Intuitive Pension Investment Account (IPIA), or Third Party Provider Account (TPPA) held on the Platform.

ISA: means an Individual Savings Account (ISA) managed under the ISA Regulations.

ISA Manager: means Seccl Custody Limited as registered with HMRC as an ISA Manager.

ISA Regulations: means Individual Savings Account Regulations 1998, as amended, supplemented and modified from time to time.

Market Timing: means circumstances where, for a short period, Asset pricing does not yet reflect a potentially significant market impact. For example, a Fund with a Valuation Point of 12pm UK time may allow for trading in other time zones before being re-priced.

Message Hub: The secure portal on the Platform for passing communications between Radiant Platform Management and you.

Minimum Cash Balance: means the minimum level of Available Cash Balance that we specify must be held in your Platform Account under these Platform Terms & Conditions.

Model Portfolio: means a defined collection of Assets and Cash set up in order to achieve a stated investment strategy. Model Portfolios will reflect a particular risk profile. For example, a Model Portfolio may be created that suits a Client with a cautious attitude to risk and will invest in Assets (in appropriate proportions) that are aimed to be consistent with a cautious attitude to risk.

Nominated Bank Account: means a UK bank or building society account where you are the named holder and which you have specified as the account to which any amounts under these Platform Terms & Conditions are payable to you.

Nominee: means Digital Custody Nominees Limited or any other Nominee as appointed by Radiant Platform Management, or by the Custodian. Digital Custody Nominees Limited is a wholly owned subsidiary of Seccl Custody Limited and its registered address is: 20 Manvers Street, Bath, United Kingdom, BA1 1JW

OEIC: means Open Ended Investment Company.

Order Execution Policy: means the document setting out the approach we will take when executing investment instructions, in order to establish the best possible result for you in accordance with Applicable Law.

Platform Terms & Conditions: means these Platform Terms & Conditions including Schedules A, B and C.

Professional client: means a client who is a per se professional client or an elective professional client as defined in Chapter 3 of the FCA's Conduct of Business Sourcebook.

Pension Provider: means an entity appointed by Radiant Platform Management from time to time to administer either your Radiant Flexible Pension or your Intuitive Pension Investment Account.

Person: means any natural person, partnership, joint venture, corporation (wherever incorporated), trust, firm, association, government, governmental (or supra-governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity.

Platform: means the Platform Service provided by Radiant Platform Management (under the trading name "Radiant Platform Management Platform") and located on a website with the URL www.radiantplatform.co.uk (or such other URL as Radiant Platform Management may determine from time to time).

Platform Account: means the account on the Platform that we open in your name to record Assets that you purchase. It allows you to administer and hold your Investment Accounts, including the underlying Assets and money held within them.

Platform Service: means the service described in these Platform Terms & Conditions.

Qualifying Investment: means an Asset that qualifies for investment in a Stocks and Shares ISA under the ISA Regulations.

Radiant Flexible Pension: means a personal pension account, administered by the Pension Provider and available solely through the platform with access to a wide range of assets.

Radiant Platform Management Account Charge: means the charges payable by you in relation to the Platform, as detailed in the Radiant Platform Management Account Charges Schedule available on our website (www.radiantplatform.co.uk).

Radiant Platform Management: means Radiant Platform Management Limited with Registered Company Number 13496997. Radiant Platform Management is authorised and regulated by the Financial Conduct Authority, FCA number 955682.

Retail Clients: means a client who is not a professional client or eligible counterparty as defined in Chapter 3 of the FCA's Conduct of Business Sourcebook.

Security Details: means any username and/or password (or other security items as implemented from time to time) issued to you by us in order to uniquely identify you on the Platform.

Seccl Custody Limited (Seccl): means the UK company with Registered Company Number 10430958. Seccl Custody Limited is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 793200.

Settlement: means the process by which Assets such as Exchange-Traded Assets and Funds are delivered from one party to another. It involves the contractual exchange of these Assets and Cash from buyer to seller.

Stocks and Shares ISA: means a type of ISA that is a tax efficient Investment Account for your Assets.

Sub-Account: means a pot within any Investment Account that can be named to identify and align it to specific financial objectives or goals.

Third Party Provider Account (TPPA): means an Investment Account which contains Assets and is a constituent part of an investment product provided by a third party.

Units: means income or accumulation units, or shares of any class, in a Fund, including any fractions or decimals of units.

US Person: means any individual or non- individual (ie person) that meets any one or more of the criteria of a US Person as defined by either the US Securities Act or Internal Revenue Code as amended from time to time.

Valuation Point: means the dealing time utilised by Fund managers to price Units that are either bought or sold.

Valuation Statement: means a statement provided for you every three months that details all of the activity on your Investment Account in that period. This will include all Charges paid out of your Investment Account during that same period.

We/us and our: means Radiant Platform Management Limited trading as Radiant Platform Management.

WBS: means the trading name of Winterflood Securities Limited.

Winterflood Securities Limited: means the UK company with Registered Company Number 02242204 and which trades as Winterflood Business Services (WBS). Winterflood Securities Limited is authorised and regulated in the UK by the Financial Conduct Authority, FCA number 141455.

You/your/yours: means any person agreeing to these Platform Terms & Conditions to apply for a Platform Account, Investment Account(s) and associated services under these Platform Terms & Conditions.

2. Interpretation

- 2.1. References to clauses, sections and schedules are references to clauses, sections and schedules to these Platform Terms & Conditions.
- 2.2. Headings are included for ease of reference only and shall not affect the interpretation of these Platform Terms & Conditions.
- 2.3. Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.

- 2.4. Any references to any statutes or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of these Platform Terms & Conditions) and shall include any order, regulation, instrument, bylaw or other subordinate legislation made under it from time to time.

- 2.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Opening a Platform Account

- 3.1. When you open a Platform Account you can choose from a range of Investment Accounts, which may vary from time to time.
- 3.2. Interpretation of these Platform Terms & Conditions.
- 3.3. Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
- 3.4. Any references to any statutes or statutory provision shall include that statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of these Platform Terms & Conditions) and shall include any order, regulation, instrument, bylaw or other subordinate legislation made under it from time to time.
- 3.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

4. Opening a Platform Account

- 4.1. When you open a Platform Account you can choose from a range of Investment Accounts, which may vary from time to time.

Individual Platform Accounts only

- 4.2. You can invest in Assets by opening any one of the following types of Investment Accounts provided you are eligible to do so under Applicable Law:
 - 4.2.1 General Investment Account; and
 - 4.2.2 Stocks and Shares ISA.

Platform Account Start Date

- 4.3. Your Platform Account will start when the following payment(s) have been made into your Platform Account:
 - 4.3.1 Cash (single and/or regular periodic payments); and/or

- 4.3.2 transfer payments (including asset transfers) from other providers made directly into your Platform Account.
- 4.4. The minimum sum required to open an Investment Account is £25.
- 4.5. If you would like to make regular monthly payments into your Investment Account, the minimum monthly contribution amount is £25.
- 4.6. Once your Investment Account is open we will confirm this to you and your Financial Adviser In Writing.

Third Party Authority and Power of Attorney

- 4.7. You may ask us to accept instructions from a third party by requesting this through your Financial Adviser. If we agree to accept the third-party instructions, we will need to perform anti-money laundering verification checks on the third party before accepting instructions from them. Where a third party is acting under a power of attorney, we will require a copy of this document, certified by a solicitor, accountant or Financial Adviser before we can accept instructions. The person certifying must be different from the Attorney.

5. Who can open a Platform Account?

- 5.1. We will only provide the Platform to a Client who meets the requirements in Section 4.4 or Section 4.6. ISAs have other eligibility requirements. Further details can be found in Schedule C ‘Terms and Conditions specific to ISAs’.
- 5.2. If you cease to meet any of the criteria in Section 4.4 and 4.6, at any time, please notify us immediately In Writing. We reserve the right to place restrictions on your Platform Account or close your Platform Account if you no longer satisfy these criteria.
- 5.3. Please note that asset managers (e.g. Fund managers) may also apply eligibility criteria. This could, for example, include restricting access to their Assets to UK residents only. Consequently, depending on your particular circumstances, you may not be able to invest in certain Assets through our Platform. It is your Financial Adviser’s responsibility to check that you meet any eligibility criteria.

Criteria for Individuals

- 5.4. We will only provide the Platform to individuals who:
 - 5.4.1 are not a US person
 - 5.4.2 are aged 18 or over; and
 - 5.4.3 are UK resident

- 5.5. If you meet these criteria, you can apply to open an individual Investment Account and/ or a Joint Investment Account. ISA, Radiant Flexible Pension accounts and IPIAs have other eligibility requirements and you should refer to Schedule C or the separate relevant Terms and Conditions on our website, www.radiantfinancial.co.uk if you are applying for these accounts.

Criteria for Non-Individuals

- 5.6. You can apply to open a non- individual Platform Account if you are
 - 5.6.1 not a US Person; and
 - 5.6.2 you are a corporate entity (such as a private or public limited company, a limited liability partnership, a partnership or a sole trader); or
 - 5.6.3 you are the Trustee(s) of a Trust (eg a charitable trust, a will trust or certain types of trust-based pensions).
- 5.7. Non-individual Platform Accounts may be limited as to the type of Assets and/ or Investment Accounts that they can hold. Your Financial Adviser will confirm any such limitations.
- 5.8. It is your responsibility to ensure that, under Applicable Law and the constitution of the corporate entity or trust, you have the necessary authority to instruct us to open a Platform Account and make investments in Assets. It is not our responsibility to check that any Platform Account or Investment Account(s) are suitable or appropriate for the corporate entity or trust.
- 5.9. In accordance with Applicable Law we will also need to identify the legal owners of the Platform Account (e.g. the directors of a corporate entity or the trustees of a trust) and we may also request evidence that the Person instructing us on behalf of the corporate entity or trust has authority to do so, before we open a Platform Account.
- 5.10. For each Non-Individual Platform Account, we will ask you, when opening the Platform Account, to nominate the Person from whom we may accept instructions. It is important that we are told In Writing or by telephone of any changes to that Person or to other relevant information relating to the Platform Account.

6. Responsibilities

Our Responsibilities as Platform Provider

- 6.1. We will operate the Platform and your Platform Account under the terms of these Platform Terms & Conditions and in accordance with Applicable Law. We may also ask you to enter into additional terms and conditions relating to the Investment Accounts available through the Platform such as those of the Pension Provider.
- 6.2. We will never provide advice and will not assess the suitability of your Platform Account, your Investment Accounts, and your Assets, which is the responsibility of your Financial Adviser or DFM. The Platform Account and Investment Account(s) and associated services provided under these Platform Terms & Conditions are provided on an execution-only basis. This means that we do not give any financial, legal or tax advice relating to your Platform Account. You should seek your own financial, legal or tax advice from your Financial Adviser or another suitably qualified professional. We are not responsible for any loss resulting from advice that you receive from your Financial Adviser or any other professional.
- 6.3. We will treat you as a Retail Client unless you have undergone a request, qualification, and mutual agreement for you to be treated as a Professional Client. Retail Clients benefit from the highest degree of protection available under the Applicable Law. You can ask to be treated as a Professional Client and we may agree to do this if you meet the applicable criteria under the Applicable Law, however we do not have to do so. If we do agree to your request to be treated as a Professional Client you will lose various protections including the ability to complain to the Financial Ombudsman Service and the right to make a claim under the Financial Services Compensation Scheme (FSCS). Please contact us if you wish to be treated as a Professional Client.
- 6.4. We have certain responsibilities to verify the identity and permanent address of our Clients under UK anti- money laundering legislation. We will work with your Financial Adviser to ensure they have verified your identity through online verification systems, which use information about you obtained from credit reference agencies and other trusted sources. In using the Platform, you consent to electronic verification. Further details can be found on our website (www.radiantplatform.co.uk).

Your Responsibilities as Client

- 6.5. You are a Person with a Platform Account and will comply with these Platform Terms & Conditions.

- 6.6. You must provide us any information that we reasonably require to open and operate your Platform Account, for example, information to help us comply with UK anti-money laundering regulations.
- 6.7. You have a Financial Adviser who is appropriately authorised and has registered with us to operate your Platform Account. They will be responsible for providing instructions on your behalf. If you end your relationship with your Financial Adviser and/or appoint another Financial Adviser you must notify us immediately In Writing or by telephone. For further information on the impact of this for you and your Platform Account, please refer to Section 27.
- 6.8. You will keep your Financial Adviser up-to- date with any changes to your personal details, for example a change of address.

Your Financial Adviser's Responsibilities

- 6.9. Your Financial Adviser is responsible for updating changes to your personal details that you make them aware of, for example a change of address.
- 6.10. Your Financial Adviser acts on your behalf in relation to your Platform Account and acts as the main point of contact between you and us. This means your Financial Adviser has authority to provide information and instructions to us on your behalf.
- 6.11. Your Financial Adviser is responsible for providing you with financial advice and ensuring your Platform Account, the Investment Accounts within it, and your Assets are suitable for you taking into account your personal and financial circumstances, and objectives.
- 6.12. Your Financial Adviser will also administer and manage aspects of your Platform Account in line with your agreement with them. For instance, this may include the trading of Assets and/or the appointment of a Discretionary Fund Manager to conduct certain activities in relation to your Platform Account. Sections 7 -17 (trading and other transactions via the Platform) and Section 18 (DFMs) provide further details.

7. Cash payments

- 7.1. All Cash payments must be made in sterling.
- 7.2. Lump sum and regular contributions must be paid into your Investment Account electronically.
- 7.3. If a Direct Debit is rejected by the Custodian's Bank, we will remove the payment amount from your Investment Account. We will not be liable to you for any loss you may suffer arising from this.

- 7.4. You can make a payment into your Investment Account electronically by BACS, CHAPS and/ or Direct Debit. All payments must be made from your Nominated Bank account.
- 7.5. Payments should quote 'RADNT' and the investment account ID to which you wish the payment to be applied e.g. 'RADNT - 00123ABC'. If we are unable to identify the Investment Account a payment should be paid into, the payment will be returned to the originator within 10 Business Days. No interest will be paid on the payments returned. We will not be liable to you for any loss you may suffer arising from this.
- 8. Transfers between Platform Accounts and Investment Accounts**
- 8.1. You authorise us to accept Cash transfer requests from your Financial Adviser. This includes:
- 8.1.1 transfers between Investment Accounts within your Platform Account, and
- 8.1.2 transfers from your Platform Account to another Platform Account belonging to another individual, for example, between you and your spouse.
- 8.2. Your Financial Adviser must obtain your authorisation to conduct transfers from your Investment Account and for ensuring any transfer is in accordance with the Applicable Law. We do not accept any liability for any tax or other Charges that apply to or arise as a result of any transfer made and therefore you are liable to pay any such amounts.
- 9. In-Specie Asset transfers/Re-registration**
- 9.1. You may be able to transfer-in existing assets held in your name from another provider, into your Investment Account, where the terms of the Investment Accounts you have with us permit this.
- 9.2. In-specie transfers or re-registering assets depends upon us offering exactly the same assets and share classes in the Investment Accounts to which you want to re-register them as those which you currently hold. We are not obliged to offer the same assets or share classes to you on our Platform.
- 9.3. We will not charge you for In-specie transfers or re-registering assets, other than costs incurred which will be confirmed to you prior to transfer.
- 9.4. If you choose to transfer existing assets into your Investment Account from other parties, we will rely on those third parties providing adequate and accurate information regarding your assets. We cannot be held liable for any loss or damage suffered by you that are incurred due to inaccuracies, delays or failures by these third parties in providing us with information or the assets themselves.

- 10. Ownership and Custody of Cash on the Platform**
- 10.1. Radiant Platform Management does not undertake custody of your cash. Instead, this service is provided by the Custodian. Full details of the custody service they provide is detailed in Schedule B of these terms. By accepting these Platform Terms and Conditions you agree to the Custodian terms as set out in Schedule B.
- 11. Cash Balance**
- 11.1. You must hold a Minimum Cash Balance in each Investment Account in order to meet Charges. You may hold the Minimum Cash Balance required for your ISA either:
- 11.1.1 within your ISA Investment Account; or
- 11.1.2 within your GIA Investment Account (in addition to the Minimum Cash Balance for your GIA).
- 11.2. You must have sufficient Cash in each Investment Account to meet all fees and charges, for example Financial Adviser Charges, DFM Charges, and Radiant Platform Management Account Charges.
- 11.3. If your Available Cash Balance is below the amount required to meet any fees and charges, we will sell part of your Assets to restore the Available Cash Balance to a level that allows such fees and charges to be paid.
- 11.4. We will not accept any liability where a sale under clause 11.3 above is made at a disadvantageous time, has a material effect on the balance of Assets within a Portfolio, or if you incur any tax liability.
- 11.5. Where we are required to sell Assets to restore your Available Cash Balance, we will:
- 11.5.1 sell enough Assets to restore the Available Cash Balance to allow fees and charges to be paid. If there are restrictions imposed on the number of shares units which may be sold at one time, then the number of shares/units sold may be significantly higher than is required to restore the Available Cash Balance;
- 11.5.2 sell sufficient Assets from the largest available daily traded Asset holding downwards (this may include Assets which have been restricted. Where insufficient daily traded Assets are held, we will sell from the largest remaining available Asset holding downwards); and
- 11.5.3 only sell holdings in whole shares/ units and will round up to the nearest share/unit.

12. Ownership and Custody of Assets on the Platform

12.1. Radiant Platform Management do not act as custodian of your assets. Instead, this service is provided by the Custodian. Full details of the custody service they provide is detailed in Schedule B of these terms. By accepting these Platform Terms and Conditions you agree to the Custodians terms.

13. Buying and Selling Assets via the Platform

13.1. We make available a variety of Assets for you to invest in that may vary from time to time including:

13.1.1 Funds; and

13.1.2 Exchange-Traded Assets.

13.2. Not all of the Assets available on our Platform are available on all Investment Accounts.

13.3. There are risks associated with investing which depend on the Assets in which you choose to invest. For more detailed information please refer to the Radiant Platform Management Key Features document as well as the relevant documentation for your chosen Assets, such as a Key Investor Information Document. Your Financial Adviser is responsible for ensuring that any Assets that you choose to invest in are suitable for you, that you are eligible to invest in that Asset and if there is anything that you do not understand or agree with, you should discuss this with your Financial Adviser before investing. The fact that an Asset is available does not imply that the Asset is suitable to your needs.

13.4. We may add or remove the Assets available to you through our Platform at our sole discretion

14. Instructing us to buy or sell Assets

14.1. Order instructions to buy or sell Assets must be provided through your Financial Adviser. Please see our Order Execution Policy for more information.

14.2. Orders placed through the Platform may be sent automatically to an execution venue without being considered by any member of our staff.

14.3. When your Financial Adviser or DFM ask us to buy or sell Assets, it is their responsibility to ensure that there is sufficient Cash in your Investment Account. We are not responsible for any loss you may suffer due to a delay to the processing of your order caused by there being insufficient Cash in your Investment Account. We will only place an order on your behalf once Cash is available in your Investment Account.

14.4. You agree that your Financial Adviser or DFM is authorised to provide us with instructions on your behalf. It is up to your Financial Adviser to make sure, where relevant, that an appropriate DFM agreement is in place (either between the DFM and the Client or the DFM and the Financial Adviser acting as agent on behalf of the Client) allowing a DFM to act on your behalf. We will not be responsible for deals placed by a DFM without your, or your Financial Adviser's, authority.

14.5. Instructions to us to buy and sell Assets on your behalf will be transacted directly with the third party concerned (e.g. a Fund manager), in accordance with our Order Execution Policy. Our Order Execution Policy is available from your Financial Adviser Firm or on our website and is designed to ensure that we obtain the best possible result for you in accordance with Applicable Law.

14.6. We will exercise all reasonable professional care and skill in the execution of deals and selection of brokers, bankers and other third parties whom we may from time to time instruct or retain and we shall, incur no liability whatsoever to you for any loss or diminution in the value of Assets. If we make an error we will correct your Investment Account for all items in excess of £5 at the earliest opportunity. We will ensure that our action to correct the matter will be fair to you.

14.7. By opening an Investment Account with us you consent to our Order Execution Policy. As explained in our Order Execution Policy, you authorise WBS to execute transactions on your behalf outside of an EU regulated market (such as an Exchange or multilateral trading facility) where appropriate.

14.8. Some orders may be aggregated and a bulk deal placed. Our Order Execution Policy governs the placement of this deal. When orders are disaggregated, there may be penny rounding differences which cannot be allocated at a Client level.

14.9. You may be able to cancel an unexecuted order on your Investment Account via the Platform by contacting your adviser. However, please note that there may be a slight delay between the order being executed and it then being removed from the list of pending deals on the Platform. It may not therefore always be possible to cancel an order shown as pending. And in that case, you may have to buy or sell the Asset again (as appropriate) and you may not get back the original value of your investment.

- 14.10. We or WBS may cancel a transaction without notice where it is believed there is a valid reason, including IT systems problems which mean the trade cannot proceed, where we are required by Applicable Law, or where we or WBS are requested to do so by a third party involved in executing a transaction such as an Exchange, a counterparty, or legal or regulatory authority. We will not be liable for any loss you incur as a result of the cancellation in such circumstances.
- 14.11. We and WBS reserve the right to reject an order. For example, levels of trading are actively monitored and acceptance of orders from Clients who have a history of excessive trading or whose trading has been disruptive may be refused.
- 14.12. Certain Assets may have a minimum trade value. Consequently, a trade placed for less than this amount will be rejected by removing it from your Investment Account and we will inform you or your Financial Adviser.
- 14.13. In instances where a payment to your Investment Account is unpaid for any reason, you will be held accountable for any loss that may arise due to market movement and / or loss of opportunity.
- 14.14. You are not permitted to trade to take advantage of Market Timing. We and the Custodian will discuss suspected Market Timing activity with relevant third parties (such as Fund managers and stockbrokers) and adjustments may be applied after trades to account for major market movements.
- 14.15. Where there is a need to fulfil due diligence under FCA or UK anti- money laundering legislation we reserve the right to defer Settlement.
- 14.16. We can only deliver Assets or the proceeds of a sale to your Investment Account when we have received these Assets or sale proceeds from the other party to a transaction.
- 14.17. Due to the time it takes for some transactions to settle in certain markets outside of the UK there may be a delay as to when we receive sale proceeds following completion of the transaction.
- 14.18. The proceeds of the sale of an Asset will usually only be paid to your Platform Account or to your Nominated Bank Account. In some instances we may agree to pay the proceeds to another company appointed by you to act on your Platform Account, for example an FCA regulated company or a solicitor that operates a client money account.
- 14.19. We will place any order in good faith and will assume you have understood that money placed in Assets outside of the UK regulatory regime may not provide the same protection as those based in the UK. For further information please refer to your Financial Adviser and Section 33.
- 14.20. Our policy in respect of the use of proceeds from trades is as follows:
- 14.20.1 Cash proceeds from confirmed (but not settled) sales can be used both on individual and Model Portfolio orders.
- 14.20.2 For individual and Model Portfolio orders, Assets from confirmed (but not settled) buys can be sold.
- We reserve the right to vary any aspect of the above policy without notice.**
- 14.21. We have discretion to apply Cash to an Investment Account on a day other than a Business Day. After you have made your investment, we may have to adjust your holding (for example, on the basis of instructions received from a Fund manager or counterparty). We will not adjust your holding where the proposed adjustment is £5 or less.
- 14.22. The Contract Note will be accessible in the Message Hub on the Platform.
- 15. Buying and Selling Funds via the Platform**
- 15.1. Once cleared Cash is available in your Investment Account, we will endeavour to place any trades within the next two Valuation Points. For some Funds the next available Valuation Point may be later than one Business Day after the order has been placed.
- 15.2. Some Funds available on the Platform are dual priced- the price we trade at for these Funds may be different to the price listed at a particular point in time on the Platform. It is your Financial Adviser's responsibility to research the pricing of any Funds you select.
- 15.3. Fund managers may automatically correct pricing errors and not inform us if it is below 0.5% of the Fund value. There may be some occasions when your order is sold at an erroneous price and the Fund manager will not correct the price.
- 15.4. Some Fund managers will only accept purchases or sales to the nearest decimal place as specified by them. In such circumstances there may be small residual amounts of Cash which will be retained within your Investment Account.

- 15.5. Settlement of a Fund sale will take place once cleared Cash has been received from the Fund manager. Usually this will be no later than 10 Business Days following receipt of all required documentation by the Fund manager.
- 15.6. Please speak to your Financial Adviser for more information on specific terms relating to Fund trading and pricing.
- 16. Buying and selling Exchange-Traded Assets via the Platform**
- 16.1. Settlement of Exchange-Traded Asset transactions will usually be undertaken via CREST. Each CREST transaction will normally be settled no later than 2 Business Days after the transaction date and following receipt of all the required documentation. Settlement of non-CREST Exchange-Traded Assets may take place later than 2 Business Days after the transaction date and following receipt of all the required documentation.
- 16.2. Some Exchange-Traded Assets may only be traded to the lot size as specified by the issuer.
- 16.3. We cannot accept trades that do not settle in sterling in CREST. Overseas Exchange-Traded Assets available on the Platform must have an arrangement with CREST that allows them to be settled in sterling. If a foreign exchange rate is applied to a trade, this rate will be provided by the relevant third party at the point of execution of the trade.
- 16.4. Settlement of over-the-counter trades will usually take place in accordance with the standard Settlement process (including timescales) for the Assets being settled.
- 16.5. Prices of Exchange-Traded Assets displayed within your Investment Account reflect the latest daily and end-of-day prices respectively. Some Exchange-Traded Assets price less frequently (eg monthly). These prices should therefore only be used as an indicative price. We will reflect gilt prices as clean prices (prices that exclude any accrued interest).
- 16.6. We will actively monitor Asset price movement and apply controls such as price tolerance checking. For example, where Asset prices moves by greater than 5% from the previous Valuation Point.
- 16.7. We will not:
- 16.7.1 deal in suspended Exchange-Traded Assets;
 - 16.7.2 accept short positions; or
 - 16.7.3 undertake stock lending.
- 17. Regular Investment Option via the Platform**
- 17.1. You can make regular monthly contributions into your Investment Account, subject to a minimum of £25 per month which can be kept in cash or automatically invested into Assets.
- 17.2. Regular contributions can be made on the 7th, 14th, 21st and 28th calendar day of each month or the next applicable Business Day. Partial trades will not be placed. You are responsible for ensuring your Available Cash Balance is sufficient five Business Days before a regular investment is due to be made. If your Available Cash Balance is not sufficient, your investment will not take place.
- 17.3. Investments will be made in accordance with our Order Execution Policy.
- 17.4. Regular investment instructions will continue to be executed until varied or stopped by you or your Financial Adviser via the Platform.
- 18. Discretionary Fund Managers**
- 18.1. You have the option to use a DFM to provide portfolio management services in relation to your Platform Account or a specific Investment Account.
- 18.2. In order for a DFM to provide these services, a DFM must be given access to your Assets via the Platform. Before they can access your Assets or place orders on your Investment Account:
- A DFM Agreement must be in place either between your Financial Adviser and a DFM (where the Financial Adviser is acting as your agent on your behalf);
 - between you and a DFM; or
 - between you, your Financial Adviser and a DFM (ie a tri-partite agreement).
- 18.3. Where appointed by your Financial Adviser, the DFM does not act for you but has an agreement with your Financial Adviser who acts as your agent and instructs the DFM in that capacity.
- 18.4. Your Financial Adviser must provide us with evidence of your authorisation for the DFM to access your Assets.
- 18.5. A DFM must also have entered into a separate agreement with us in order to access our Platform. We reserve the right to refuse a DFM access to our Platform.
- 18.6. A DFM must manage Assets in line with their stated investment powers and limits outlined in the agreement that you and/ or your Financial Adviser have in place with a DFM.
- 18.7. You can appoint more than one DFM to your Platform Account at any one time.

- 18.8. If you have agreed for a DFM Charge to be paid from your Investment Account, and it is possible for us to do so, we will pay the DFM Charge directly to the DFM.
- 18.9. Please speak to your Financial Adviser for further information on the use of DFMs (including DFM Charges).
- 19. Model Portfolios**
- 19.1. Model Portfolios may be created by your Financial Adviser or by a third party DFM. Model Portfolios can then be linked to your Investment Account and your Assets managed in accordance with the Model Portfolios. You can invest some or all of your Assets in a Model Portfolio.
- 19.2. You must consent In Writing to Model Portfolios created by your Financial Adviser where they are not acting as a DFM. Your consent will also be required to any periodic balancing of your portfolio to realign Funds within Model Portfolios or to any changes to the composition of an Financial Adviser's Model Portfolio or you will no longer be able to be linked to a Model Portfolio. DFMs manage Model Portfolios with discretion, as described in Section 18.
- 19.3. You may hold Assets in more than one Model Portfolio at the same time within your Investment Account, but where your Investment Account contains different Sub- Accounts, each Sub-Account can only invest Assets in one Model Portfolio at a time.
- 19.4. When operating a Model Portfolio in which you have invested Assets, your Financial Adviser (either in their capacity as your Financial Adviser or, where applicable, as a DFM) or a third party DFM may, from time to time, instruct us to buy or sell Assets. For example, they may buy and sell Assets such as Funds to realign these Funds to certain proportions.
- 19.5. Depending on the investments held within a Model Portfolio, and the timing of confirmation receipts across those investments, there is the possibility that Clients within a Model Portfolio may not receive the same execution price for purchases of further investments within the same Model Portfolio, owing to such timing differences. Please refer to the Order Execution Policy for further details of our approach to the handling, aggregation & allocation of Client orders.
- 19.6. If your Assets are no longer linked to a Model Portfolio, you will remain invested in these Assets and no further rebalancing of Assets will take place. Your Financial Adviser can explain the implications of this to you.
- 19.7. Your Financial Adviser and, where appointed, your DFM, are responsible for monitoring and ensuring that any Model Portfolio matches the predetermined investment strategy and risk profile.
- 20. Withdrawals and transfers from your Investment Account**
- 20.1. Any withdrawal or transfer requests are subject to the Settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much the tax, Charges or other amounts will be, we may retain an amount of Cash that we feel is reasonable and appropriate but if this proves to be insufficient to settle any tax, Charges or other amounts due, you will be liable to pay these. Any remaining Cash will then be paid to you or transferred out. If payment to you results in full removal of the Investment Account balance (for both Cash and Assets), we will close your Investment Account immediately on settlement of the withdrawal. If payment to you results in full removal of the last Investment Account balance, we will close your Platform Account immediately on settlement of the withdrawal.
- 20.2. Subject to the Applicable Law for the Investment Account you wish to make withdrawals from:
- 20.2.1 you can make one-off and/or regular withdrawals;
- 20.2.2 regular withdrawals can be paid monthly, quarterly, half yearly or annually. They can only be paid into your Nominated Bank Account and will only be paid on a Business Day. Withdrawals must be a specified amount in sterling;
- 20.2.3 if there is insufficient cleared Cash in your Investment Account on the date that a payment is due to be made, the payment will not be made; and
- 20.2.4 you can choose how you want Income to be paid to you. You should make your election to us In Writing.
- Income can be paid to you from your GIA and/or ISA:
- (a) at a certain frequency (monthly, quarterly, half yearly, or annually); or
- (b) upon receipt by us of the Income in your Investment Account.
- 20.3. You may be able to transfer out the cash value of your existing Assets with us, or your existing Assets to another provider (In-specie transfer or re-registration).

- 20.4. The ability to re-register Assets will depend on the receiving provider offering the exact same assets and share classes in the Investment Accounts to which you want to re-register them. We reserve the right to recover any re-registration costs that we incur in the re-registration process for example, where we have been charged by the new provider.
- 20.5. Transfer requests may be provided by giving instructions to, your Financial Adviser or the receiving provider. In the event of transferring Assets from your Investment Account, you must cease all trading on your Investment Account in those Assets.
- 21. Corporate Actions and reports**
- 21.1. Assets in which you invest may be affected by Corporate Actions (i.e. something that will bring about a change in the investments you hold). Some Corporate Actions require a choice to be made in respect of your holdings in a particular Asset, such as a Fund. This is known as an election.
- 21.2. Subject to Applicable Law and the provisions of this Agreement, RPM will be under no obligation to provide proxy voting services and will not be required to exercise any rights or take any action whatsoever in respect of Corporate Action events. RPM will process mandatory corporate actions and mandatory actions with an option.
- 21.3. Where a Corporate Action does not require election, we will inform your Financial Adviser or DFM of the details within 10 Business Days after the effective date of the Corporate Action.
- 21.4. Where a DFM has been appointed to manage your Assets (such as in a Model Portfolio) all Corporate Action communications will be notified to your Financial Adviser. It will then be up to them/you to take action.
- 21.5. If a Corporate Action results in a change to an Asset or creates Assets that cannot be held by us, we reserve the right to return the Asset to you if the terms of the Investment Account allows this. If we cannot hold the Asset we may request that your Financial Adviser or DFM sells or switches out of the Asset before the election deadline. We also reserve the right to return the Asset to you.
- 21.6. Certain Corporate Actions (e.g. consolidations) may result in fractional allocations of shares and/or Cash distributions. Where resulting fractional entitlements are received these will be credited to your Investment Account within 10 Business Days of us receiving the Cash.
- 21.7. We will not forward company reports relating to your Assets. These should be obtained from your Financial Adviser, or by yourself directly. We are also unable to pass on to you any shareholder perks relating to Assets held by you.
- 21.8. We will not contact you, your Financial Adviser, or DFM (if applicable) regarding shareholders' or unit holders' meetings or to vote. If you wish to attend these meetings or vote, please speak to your Financial Adviser.
- 22. Dividends and other Distributions from Assets**
- 22.1. Income generated by Assets will be collected by us and paid to your Investment Account.,
- 22.2. We will pay any Income in to your Investment Account within 10 Business Days of us receiving both the cash and a valid tax voucher.
- 22.3. If you hold non-UK Assets, we will not reclaim any withholding tax deducted on the income.
- 22.4. As required by the Applicable Law, we will where applicable report any Income received from your Assets to HMRC.
- 23. Charges**
- 23.1. Charges applicable to your Platform Account will depend on a number of factors including:
- 23.1.1 the value of your Investment Account(s);
- 23.1.2 the Investment Account(s) in which you invest;
- 23.1.3 the Assets in which you invest; and
- 23.1.4 the terms of your agreement with your Financial Adviser; and
- 23.1.5 the terms of your agreement with your DFM (where applicable).
- For details of the latest Charges applying specifically to your Platform Account please speak to your Financial Adviser.
- 23.2. Radiant Platform Management Account Charges are set out in the Radiant Platform Management Account Charges Schedule available on our website, www.radiantplatform.co.uk, and form part of these Platform Terms & Conditions. Radiant Platform Management Account Charges may be subject to change. For details on when we may change our charges and how we will notify you, please see Section 28 - Changes to these Platform Terms & Conditions.
- This will not affect any of your rights to close your Platform Account.

- 23.3. We apply Radiant Platform Management Account Charges on the value of the total Assets and Cash held in your Platform Account, this includes any Assets suspended from trading. See Section 31.16 for how we value suspended assets.
- 24. Financial Adviser and DFM Charges**
- 24.1. You must agree with your Financial Adviser the amount you will pay them for advice and other services they provide to you. You must also decide whether any Financial Adviser Charges are to be deducted from your Platform Account (which we will only do where you have agreed this), or settled directly between you and your Financial Adviser.
- 24.2. You may have agreed with your Financial Adviser to use a DFM to manage your Assets. There may be an additional DFM Charge for this. This DFM Charge will be agreed between you, your Financial Adviser and your DFM (where your Financial Adviser is not also providing these services). We will deduct any initial or ongoing DFM Charges you or your Financial Adviser (acting as agent on your behalf) have agreed from your Platform Account.
- 24.3. If you have a Platform Account from which Financial Adviser Charges and/or DFM Charges are being taken but it no longer has sufficient value to pay these Financial Adviser Charges or DFM Charges, we reserve the right not to pay these Financial Adviser Charges or DFM Charges. You will still be responsible for paying those charges to the party concerned.
- 24.4. In the event of your death, Financial Adviser Charges and DFM Charges will continue to accrue on your Platform Account until we receive an original death certificate. For further information please refer to Section 29 - 'Ending this Agreement'.
- 25. Other Charges**
- 25.1. Other charges may include but are not limited to Fund Charges, and Exchange- Traded Asset Charges. Please speak to your Financial Adviser for further information.
- Charges - Funds**
- 25.2. A Fund manager may apply a bid/ offer spread or initial charge, an Annual Management Charge, an exit charge on leaving the Fund and/or other fees. These Charges are usually deducted directly out of the Assets within the relevant Fund.
- 25.3. Adjustments may need to be made after the sale of a Fund has been executed. For example, a Fund manager may apply a Dilution Levy to the withdrawal from a Fund. Under these Platform Terms and Conditions, we will contact you to explain any such further Charges being applied.
- 25.4. If a Fund in your Investment Account is small, any Charges relating to the Fund may have a disproportionate effect on the value of the Fund.
- 25.5. For further details of Charges applied by Fund managers, please refer to their literature or speak to your Financial Adviser.
- Charges - Exchange-Traded Assets**
- 25.6. Charges may be applied such as Stamp Duty Reserve Tax (SDRT) and the Panel On Takeovers And Mergers (PTM) levy. For further details of Exchange-Traded Asset Charges please refer to the Exchange-Traded Asset literature and your Financial Adviser.
- How Charges are taken**
- 25.7. You must hold sufficient Available Cash Balance (see Section 11) in respect of each Investment Account in order to meet Charges.
- 25.8. Where the Available Cash Balance within a specific Investment Account has not been restored and there are insufficient available Assets to cover Charges due, you will be personally responsible for covering the payment of these Charges.
- 25.9. This means you must settle Radiant Platform Management Account Charges immediately following notification by us of the amount outstanding. Where you fail to do so we may cancel, terminate and/ or suspend your Platform Account with you without any liability to you. If we need to take legal action against you for the recovery of Radiant Platform Management Account Charges, then you will be liable for any expenses incurred by us in doing so. This includes any legal fees.
- 25.10. All Radiant Platform Management, Financial Adviser and/or DFM Charges that we have deducted from your Investment Account will be reflected on your Valuation Statement. However, you may have agreed to pay additional charges for services about which we are unaware. You should consult your Financial Adviser to understand all charges and fees for which you may be liable.
- 26. Taxation**
- 26.1. We do not provide you with any legal, investment or tax advice. Please refer to your Financial Adviser or other suitably qualified professional for advice specific to your individual circumstances.
- 26.2. You will be wholly responsible for your tax liabilities. Levels of taxation and tax relief are subject to change.

- 26.3. We are required under Applicable Law to collect certain information about your tax residency. We may be obliged to share this and other Platform Account information with HMRC who may transfer this information to the government of another territory where the UK has entered into an agreement with them to do so.
- 26.4. Except where explicitly stated, all Radiant Platform Management Charges are deemed inclusive of any taxes that may apply. It is your Financial Adviser's responsibility to confirm whether VAT is to be applied on Financial Adviser Charges paid from your Platform Account to them. Similarly, where applicable, it is your DFM's responsibility to confirm whether VAT is to be applied on DFM Charges paid from your Platform Account to them.
- 26.5. Where applicable, we will provide you with a consolidated tax voucher each year, based on our understanding of current law and regulatory requirements. We will endeavor to do this within 90 days of the previous tax year end. This may assist you with completing your tax return but please note that it is your responsibility to calculate your tax liabilities accurately and ensure that they are paid. Please refer to your Financial Adviser for further details and advice.
- 26.6. Should you hold overseas Assets, it remains your, or your Financial Adviser's responsibility to ensure that you understand the tax position for your chosen Assets.
- 26.7. We will not accept responsibility for not receiving a reduced rate of withholding tax as a result of incorrect or incomplete documentation.
27. **Ending your agreement with your Financial Adviser/ Discretionary Fund Manager**
- 27.1. If you change your existing Financial Adviser you must notify us In Writing. Any new Financial Adviser appointed by you must sign a separate agreement with us before we allow them to access and manage your Platform Account. We retain the right to refuse access to the Platform to a new Financial Adviser appointed by you.
- 27.2. We will classify you as a "Client without an Financial Adviser" where it has come to our attention you no longer have an Financial Adviser who is appropriately authorised to operate your Platform Account. This could be where, for example,
- 27.2.1 Your agreement with your Financial Adviser ends, and you no longer have an Financial Adviser; or
- 27.2.2 Your agreement with your Financial Adviser ends, and your new Financial Adviser does not have a separate agreement with us to operate Clients on the Platform; or
- 27.2.3 The agreement between us and your Financial Adviser has been ended.
- 27.3. Becoming a Client without an Financial Adviser has the following consequences:
- 27.3.1 We will contact you confirming that you do not have an Financial Adviser and restrict your Platform Account so that you cannot buy any Assets and confirm the options that are available to you;
- 27.3.2 We will stop paying Financial Adviser Charges from your Platform Account. You may still be liable to pay the Financial Adviser for any advice you have received and you will need to settle this with them directly;
- 27.3.3 If you are invested in a Model Portfolio, this will end (see Section 19.6).
- 27.4. Our Platform is designed to be used by Clients who receive financial advice from a Financial Adviser. Where permitted and where you sell Assets without the advice of a Financial Adviser, you take sole responsibility for this action and accept and acknowledge the risks involved in these transactions.
- 27.5. It is important that you understand we are not responsible for assessing whether our Platform, Investment Accounts, transactions, or Assets are suitable for you - this is the responsibility of your Financial Adviser, or where your Financial Adviser permits you to trade without the benefit of their advice, this will be your responsibility.
- 27.6. We also, in accordance with Section 14 - '**Instructing us to buy or sell Assets**', reserve the right to reject an order.
- 27.7. If a DFM has been appointed to your Platform Account, they will continue to have authority to operate your Platform Account until:
- 27.7.1 your death;
- 27.7.2 you or your Financial Adviser ends this authority by informing us In Writing.
- 27.7.3 we end the authority of the DFM, or Financial Advise Firm, Investment Accounts on our Platform; or
- 27.7.4 the DFM ends their relationship with us, you, or your Financial Adviser.

- 27.8. In the event of a DFM or Financial Adviser no longer being associated with your Platform Account, we will stop paying DFM Charges from your Platform Account to the DFM. You may still be liable to pay the DFM for any service you have received.
- 28. Changes to these Platform Terms & Conditions**
- 28.1. We may change the terms of these Platform Terms & Conditions, including Radiant Platform Management Account Charges, from time to time in whole or in part. We can do this for the following reasons:
- 28.1.1 to conform with any legal, regulatory, FCA Rule, HMRC Rule or code or practice requirements or industry guidance;
- 28.1.2 to reflect any decision or recommendation by a court or the Financial Ombudsman Service;
- 28.1.3 to allow for the introduction of new or improved systems, methods of operation, services or facilities; or
- 28.1.4 to reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others;
- 28.1.5 to reflect changes in market conditions;
- 28.1.6 to make them clearer or more favourable to you; or
- 28.1.7 for any other valid reason.
- 28.2. Where we make a change to any terms in these Platform Terms & Conditions (including Radiant Platform Management Account Charges) which may be to your disadvantage, we will give you at least 30 days written notice. In other circumstances we will give you at least 10 days' notice.
- 28.3. The most up-to date versions of these Platform Terms & Conditions and the Radiant Platform Management Account Charges Schedule is available on our Platform website, www.radiantplatform.co.uk, and from your Financial Adviser.
- 28.4. If you are not satisfied with a change, you will be entitled to terminate your Platform Account under these Platform Terms & Conditions and we will not charge you for terminating your Platform Account in these circumstances. However, please note you may still have to pay applicable fees and Charges as outlined in the Radiant Platform Management Account Charges Schedule.
- 28.5. If you do not notify us that you are dissatisfied with any changes to these Platform Terms & Conditions before the end of any notice period, you will be treated as accepting the change.
- 28.6. No change will affect any outstanding order or transaction or any other legal rights or obligations which may have arisen before the date of the change.
- 29. Ending this Agreement**
- Cancellation**
- 29.1. Depending upon the Investment Account chosen, you are able to cancel your Platform Account up to 30 days after you receive our confirmation of its establishment (your "cooling off period"). However, if you have asked us to invest your Cash in Assets, you may get back less than you have invested and if there is any gain in the value of your Assets up to the point at which you cancel, this gain will not be returned to you.
- 29.2. You may ask us to put your Cash into an Investment Account for the 30 days of your 'cooling off period', and if you then decide to cancel your Investment Account you will receive back the original amount.
- 29.3. If you cancel your Platform Account within the cooling off period, we will not refund to you any Financial Adviser Charges, or (where applicable) DFM Charges, deducted from your Platform Account. You will need to discuss with your Financial Adviser and/or DFM about refunding any of these Financial Adviser or DFM Charges. Once you have cancelled you may still be liable to pay your Financial Adviser for any advice received and/or DFM for any services provided to you. This may include outstanding Financial Adviser and DFM Charges which we have not yet
- 29.4. On receipt of written instructions to cancel, we will execute instructions to sell any Assets purchased. We will not return any monies to you until such transactions have cleared.
- In the event of your death - Individuals**
- 29.5. In the event of your death, we will deal with your GIA or ISA Investment Account as instructed by your personal representatives upon receipt of evidence that they have the authority to give us instructions.
- 29.6. Upon receipt of a valid death certificate, we will no longer allow your Financial Adviser to access your Platform Account, buy, switch, redirect or sell Assets, take withdrawals or make any payments to your Platform Account, unless a new agreement is entered into between the Financial Adviser and your personal representative. Your Assets will continue to be exposed to movements in the market and may fall in value as well as rise. We will only accept instructions from your personal representatives - see Section 29.5.

29.7. Platform Account Charges will continue to accrue until all Assets or Cash have been paid to your beneficiaries.

Your Financial Adviser and DFM (where applicable)

29.8. Financial Adviser Charges will continue to accrue on your Platform Account until we receive an original death certificate. If your personal representative(s) choose to retain the services of your Financial Adviser to manage your Platform Account, they will need to provide us with authority for Financial Adviser Charges to continue In Writing.

29.9. If a DFM was appointed to your Platform Account, they will arrange for the portfolio to be disinvested and retained in Cash once the original death certificate is produced. Once this is done they will no longer have the authority to access and manage relevant Assets in your Investment Accounts. We will stop any payments of DFM Charges (where applicable). Your personal representative(s) may still be liable to pay your Financial Adviser or DFM for any advice or service you have received.

29.10. If any Investment Account is invested in a Model Portfolio, it is your Financial Adviser's responsibility to stop your Investment Account from being linked to the Model Portfolio. You will therefore remain invested in these Assets and no further rebalancing of Assets will take place.

30. Closing your Platform Account

30.1. You may close your Platform Account at any time by withdrawing or transferring Assets elsewhere. We may close your Platform Account immediately if you commit a material breach of these Platform Terms & Conditions. For example if you commit an act which may be detrimental to our reputation. If we do this, we will write to you to inform you. Otherwise, we may close your Platform Account by giving you at least 30 days' notice via the Platform Message Hub. Any provision of these Platform Terms & Conditions that expressly or by implication is intended to come into or continue in force on or after termination, cancellation or expiry of the Platform Terms & Conditions shall remain in full force and effect

30.2. Any Notice under this Radiant Platform Management Terms & Conditions will take effect immediately upon receipt of instructions by us or you.

30.3. Closure is subject to the settlement of any outstanding investment order(s), tax liabilities, and Charges. If we do not know how much these amounts will be, we will keep an amount of Cash that we feel is reasonable and appropriate to cover such liabilities, and any remaining Assets will be transferred out. If the amount we have retained proves to be insufficient to pay for out to the settlement of any outstanding investment order(s), tax liabilities, and Charges, you will be liable for the remainder.

30.4. Following Settlement we will close your Platform Account and transfer your Assets to you, unless the rules of the Investment Accounts require us to transfer these Assets to another provider. The payment to you will normally be by BACS credit to your Nominated Bank Account.

30.5. Should any payments (e.g. interest, dividends, tax reclaims) arise after closure, we will pay this to you unless such payments amount to £5 or less which will be paid to charity.

30.6. When your Platform Account is closed we will not refund to you any Financial Adviser Charges deducted from your Platform Account. You will need to discuss with your Financial Adviser about refunding any of these Financial Adviser Charges.

30.7. Once you have closed your Platform Account you may still be liable to pay your Financial Adviser for any advice received and/or DFM for any services provided to you. This may include outstanding Financial Adviser Charges which we have not yet deducted from your Platform Account.

Dormant Platform Accounts

30.8. If at least six years pass and during that period (i) no instructions relating to any Assets are received for your Platform Account or (ii) there has been no activity on your Platform Account (excluding transactions such as payments or receipts of income or Charges, or similar items) we will begin the process of closing your Platform Account.

30.9. We will contact your Financial Adviser as well as yourself via your last known email address and postal address informing you that we intend to close your Platform Account. In accordance with the Applicable Law, we will take reasonable steps to contact you. If we do not hear from you after reasonable steps have been taken, we will sell the Asset(s) under our Order Execution Policy and gift the proceeds to our nominated registered charity. This means that we will cease to treat your Cash as client money and you will lose the protection of your Cash being held in our Client Account.

31. Communication

Usage of our Platform

- 31.1. We aim to make our Platform available 24 hours a day, but we cannot guarantee that it will always be available. We may restrict and/ or change the hours and time of operation of any of the aspects of the Platform. Where reasonably practicable we will give advance notice of this, but this may not always be possible and/or practical for business, emergency or maintenance reasons.
- 31.2. The Platform may be temporarily unavailable or restricted for routine, administrative, maintenance or other reasons. If this happens, we will try to restore availability as soon as possible. You may also be unable to access the Platform because of the in- operation, inefficiency or unsuitability of your equipment and/or the internet or other telecommunication services which are outside of our control.
- 31.3. We do not accept any liability for any loss or damage arising out of or in connection with such service disruption.
- 31.4. You agree not to copy, reproduce or redistribute, in whole or in part, any information or data contained as part of the Platform except for the purposes of accessing and using the Platform for your own personal use. Information on the Platform is subject to copyright with all rights reserved.
- 31.5. You agree not to use the Platform for any illegal or improper purpose including, without limitation, the transmission of defamatory or obscene material. You shall fully compensate us in respect of any loss suffered by us as a result of any breach of this prohibition by you.
- 31.6. You agree not to introduce any computer virus to the Platform or attempt to gain unauthorised access to the Platform.
- 31.7. We try to ensure that the information available on the Platform at any one time is accurate and not misleading. However, the Platform does contain links to other websites and resources provided by third parties for which we are not responsible and we accept no liability for any loss or damage arising from the use of these websites or inaccuracy, errors or omissions in the information provided by third parties.

Security

- 31.8. You will not disclose your Security Details to any other person, including your Financial Adviser.

- 31.9. You instruct us to accept as genuine and to authorise any instruction placed using your Security Details unless you advise us that your Security Details have been compromised.

Your communications to us

- 31.10. You and your Financial Adviser agree to monitor and manage your Platform Account and report to us immediately any errors you believe exist. For example, instructions not executed, incorrect trades, transfers, valuations or deductions from your Platform Account. We may not be liable for the cost of errors identified by you after 30 days from the original instruction. You will be able to view your Platform Account online and will also receive statements via the Message Hub on the Platform every three months.
- 31.11. You will inform us as soon as possible either through your Financial Adviser or directly if there are any material changes to your circumstances. For example, your contact details or Nominated Bank Account.
- 31.12. Communication will generally be between you and your Financial Adviser who is responsible for instructing us and informing you of any information we may pass to them relating to you.
- 31.13. You may communicate with us via your Financial Adviser.

Our communications to you

- 31.14. We will communicate with you via the Message Hub on the Platform.
- 31.15. Notices and other communications to you, including any changes to these Platform Terms & Conditions, will be sent to you via the Message Hub. Your Financial Adviser may also be notified. Notices and communications will be sent to all Platform Account holders through the Message Hub (and in the case of Non-Individual Platform Accounts to the Person authorised to give us instructions).
- 31.16. You may communicate with us In Writing and by telephone using the telephone numbers published on our website, www.radiantplatform.co.uk, contact page. We may ask you to confirm verbal instructions given over the telephone In Writing before we will act on those instruction.

Statements, valuations and contract notes

- 31.17. You, or your Financial Adviser on your behalf, can check the latest valuation of your Investment Account by logging into the Platform. We will also provide a Valuation Statement every three months.
- 31.18. Any suspended Assets will be valued at the last known price available.

31.19. You should check your Valuation Statement and in the event of any queries or concerns to contact your Financial Adviser immediately.

31.20. We reserve the right to correct any erroneous records relating to your Platform Account without giving prior notice to you.

31.21. In addition to tax vouchers and statements we will also provide Contract Notes for each transaction executed for each Investment Account. These will be available online within the Message Hub on the Platform.

32. Policies

Data Protection

32.1. Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Platform Privacy Notice and it is important that you read it.

32.2. As part of the provision of the Platform to you, we will collect and process your personal data in accordance with the Data Protection Act. We are the Data Controller of your personal data for the purposes of the Data Protection Act.

32.3. Under UK anti-money laundering legislation and guidance, additional documentation may be required for identification purposes by third parties and us. If this is required, an investment may be delayed.

Conflict of Interest

32.4. We apply a Conflict of Interest Policy under which conflicts are managed with a view to minimising the risk of detriment to Clients. Please see our Conflicts of Interest Policy for more information. This is available from your Financial Adviser.

Complaints Policy

32.5. In the event of a complaint, you can write to the Compliance Officer, Robert Taylor. Our full Complaints Policy is available from your Financial Adviser.

If you are not satisfied with our response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), by writing to:

The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR

Telephone: 0800 023 4567 - free for people phoning from a 'fixed line' (e.g. a landline at home)
0300 123 9123 - free for mobile-phone users who pay a monthly charge

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

A FOS brochure is available on request from us or by visiting www.financial-ombudsman.org.uk.

Anti-Bribery and corruption

32.6. We maintain an anti-bribery and corruption policy which covers all aspects of our business.

33. Liability

33.1. In these Platform Terms & Conditions we have outlined both your own and our responsibilities and liabilities. In this section, we provide further information about our or your liabilities.

33.2. You agree to accept responsibility for instructions placed and executed by, your Financial Adviser, or DFM using the Platform.

33.3. We reserve the right to deduct all Charges incurred under these Platform Terms & Conditions and any other liabilities, from your Assets held in your Platform Account, including those arising from deals placed with third parties upon your instruction. Where possible, we will declare these Charges clearly in advance of your instruction.

33.4. To the extent permissible under the Applicable Law, neither you nor Radiant Platform Management shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or Radiant Platform Management from fulfilling obligations under these Platform Terms & Conditions ("Force Majeure Event"). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify the other party of a Force Majeure Event or potential Force Majeure Event as soon as possible.

33.5. If you or Radiant Platform Management is prevented from performing all or substantially all of its obligations under the Platform Terms & Conditions by a Force Majeure Event for a continuous period of 30 days or more either of us shall be entitled to terminate this Agreement immediately by giving written notice to that effect to the other Person.

- 33.6. You will be responsible to us and our Nominee for any liability or loss which we or the Nominee may suffer or incur (including taxes for which you are liable and any expenses reasonably and properly incurred) in the proper course of administering your Platform Account, except to the extent arising from any negligence, wilful default or fraud on the part of ourselves or the Nominee. However, nothing in these Radiant Platform Management Terms & Conditions shall limit our liability under the FCA Rules.
- 33.7. Nothing included in the Platform constitutes an offer or solicitation to sell Assets by anyone in any jurisdiction in which such an offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.
- 33.8. Nothing in these Radiant Platform Management Terms & Conditions seeks to prohibit anything which is prohibited by law such as death or personal injury.
- 33.9. We maintain professional indemnity insurance cover in respect of our activities, as required by Applicable Law.
- 34. Compensation**
- 34.1. Radiant Platform Management is covered by the Financial Services Compensation Scheme (FSCS) in respect of the Platform and the Investment Accounts within it. If, as an eligible claimant, you make a valid claim against us in respect of your investments and we are unable to meet our liabilities in full, you may be entitled to compensation, from the FSCS, of up to £85,000.
- 34.2. Your cash and Assets are always held separately from our own accounts and from those with whom we place the investments. As such, any insolvency practitioner should be obliged to return your cash and investment to you as part of any wind-down process.
- 34.3. If a provider of any Asset fails financially, as long as the one selected is covered by the FSCS - the fund prospectus will tell you this - your investments should remain covered up to a maximum of £85,000. However, this does not protect you against losses if the market were to fall in value.
- 34.4. The Banks that the Custodian uses acknowledge your money is held as client money which is protected in the event of the insolvency of Radiant Platform Management or the Custodian.
- 34.5. In the event of the insolvency of one of the Banks we use, any client money we hold for you is protected under the FSCS for eligible claimants up to a maximum of £85,000 for each client (if the Account is a Joint Account, each Account holder will be entitled to up to a maximum of £85,000 each), and Bank with whom client money is held. This limit is applied to Banks that are separately authorised and can only be applied once, therefore Banks operating under different brands within the same authorisation are covered under the same limitation.
- 34.6. The compensation limit of £85,000 includes any other money held by you in Bank accounts with the authorised banks the Custodian uses, therefore if you have current or deposit accounts with the same Bank these will all count towards the compensation limit of £85,000. Temporary high balances of up to £1 million are protected for a limited period of 6 months from when the amount was first credited to the account or became legally transferable. The FSCS website has further details on the definition of a temporary high balance.
- For further information please visit the FSCS website (www.fscs.org.uk)**
- 35. Other important terms**
- 35.1. **We may transfer these Platform Terms & Conditions to someone else.** We may transfer our rights and obligations under these Platform Terms & Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 35.2. **You need our consent to transfer your rights to someone else.** Except as otherwise set out in these Platform Terms & conditions, you may only transfer your rights or your obligations under these Platform Terms & Conditions to another person if we agree to this in writing.
- 35.3. **Even if we delay in enforcing these Platform Terms & Conditions, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Platform Terms & Conditions, or if we delay in taking steps against you in respect of your breaking these Platform Terms & Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 35.4. **Which laws apply to these Platform Terms & Conditions and where you may bring legal proceedings if you are Retail Client.** These Platform Terms & Conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 35.5. **Which laws apply to these Platform Terms & Conditions and where you may bring legal proceedings if you are a Professional Client.** If you are a Professional Client, any dispute or claim arising out of or in connection with a contract between us, including these Platform Terms & Conditions, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule B - Terms and Conditions specific to our Custody Agreement, the ‘Custody Terms’

The terms and conditions in this schedule apply the cash and custody service provided by Seccl Custody Limited. If anything in this Schedule B conflicts with Schedule A, Schedule B will take priority. Terms defined in Schedule A apply to Schedule B other than as varied below.

1. **Background**
 - 1.1. Under the Terms, you consent to Radiant Platform Management Limited appointing Seccl Custody Limited (“SCL”) as the Custodian to provide:
 - the custody services more particularly described in this section
 - cash payment services, asset price and information data
 - client money and asset reconciliation in accordance with the Client Asset Sourcebook (“CASS”) of the FCA Rules
 - 1.2. SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and Assets.
 - 1.3. SCL is registered in England, registration number 10430958. To contact SCL, write to 20 Manvers Street, Bath, BA1 1JW
 - 1.4. Terms not defined in these Custody Terms have the meaning set out in the Terms or the FCA Rules.
2. **System operation - applying and transaction**
 - 2.1. The Custodian is authorised to ensure that the custody of your cash and Assets are managed compliantly in accordance with the applicable regulations.
 - 2.2. Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through the Radiant Platform Management, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with the Terms.
 - 2.3. All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or the Radiant Platform Management.

- 2.4. Client Assets will be registered to Digital Custody Nominees Limited (“Nominee”) which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your Assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.
- 2.5. Your cash and Assets will be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.
- 2.6. SCL will have instances where we need to appoint third-party nominees or sub- custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.
- 2.7. SCL will use reasonable care and due diligence to perform its custodian duties. Your Assets will be held separately to SCL’s Assets, if SCL goes out of business. If any shortfall of Assets arises as a result of SCL’s or a third- party nominee or sub-custodian’s insolvency, these would be shared on a proportionate basis with affected clients.
- 2.8. Where SCL receive income from your investments through dividend payments, fund distributions and Corporate Actions, SCL will reconcile and credit these to your accounts.
- 2.9. As Corporate Action events arise, SCL will inform the Radiant Platform Management where actions are applicable to your Assets.
- 2.10. SCL will facilitate the transfer of cash and Assets in accordance with client instructions and the Radiant Platform Management’s Terms & Conditions.

3. Cash process

- 3.1. Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.
- 3.2. SCL will pay interest on cash held in Client Money accounts in line with rates received from relevant banking partners. Interest rates will vary and details on where to find current rates can be found on the Radiant Platform Management Account Charges Schedule.

4. Settlement

- 4.1. Settlement of Client Assets will accord with market best practice. Where Assets are traded in Exchange Traded Instruments “ETIs”, SCL will normally operate on a delivery- versus-payment “DVP” settlement process. By agreeing to the Custody Terms, you permit SCL to apply DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third Working Day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.
- 4.2. For model portfolio and switch orders, SCL will place a buy order after the sell instruction is confirmed by the fund manager or the market. SCL may delay the purchase of ETI orders if the intended settlement date on the sale of a fund, is a day or more longer than that of the ETI order.

5. Asset Reconciliation

- 5.1. SCL will reconcile Client Money and Assets in accordance with CASS.
- 5.2. Client Money will be reconciled on a Business Day basis and Assets will be reconciled externally according to their type and registration.

6. Liens

- 6.1. We reserve the right to enforce the right of liens over the Assets under the Terms.

7. Communications

- 7.1. All communication with you will be in English through the online message portal provided by the Radiant Platform Management.
- 7.2. SCL will provide quarterly valuation statements and contract notes, which will detail the buys or sells instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the Radiant Platform Management promptly of any errors or omissions in respect of the accuracy of these documents.

8. Complaints

- 8.1. SCL has its own complaints policy. If you want to complain, please contact the Radiant Platform Management first. If the complaint relates to services provided by SCL, SCL will provide the Radiant Platform Management with all necessary information to resolve the complaint. The Radiant Platform Management may ask SCL to take control or assist on the complaint if necessary.
- 8.2. If you do not think this is appropriate please contact SCL by email at seccllops@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.

- 8.3. If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower,
London E14 9SR.

Telephone:
0800 023 4567 or
0300 123 9 123;

email:
complaint.info@financial-ombudsman.org.uk; and

website:
www.financial-ombudsman.org.uk.

9. Remuneration

- 9.1. The Radiant Platform Management pays SCL for Custody services.

10. Conflicts of interest

- 10.1. SCL maintain a Conflicts of Interest policy independent of the Radiant Platform Management. It is available by contacting the Radiant Platform Management.

11. Force Majeure Event

- 11.1. To the extent permissible under applicable law, neither you nor SCL shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or SCL from fulfilling obligations under these Custody Terms ("Force Majeure Event"). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify

12. Data protection

- 12.1. In acting as your Custodian SCL, will have access to the data you provide on Application to the Radiant Platform Management service. In the Service Agreement between the Radiant Platform Management and SCL both parties are joint Data Controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.
- 12.2. SCL will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.

13. FSCS

- 13.1. SCL is covered by the Financial Services Compensation Scheme ("FSCS"). If SCL ceases trading and cannot meet your obligations, you may be entitled to compensation from the scheme up to a maximum of £85,000 (or such other value covered from time to time by the FSCS) for investment claims.

- 13.2. Further information about the compensation arrangements is available from the FSCS directly.

Website:
www.fscs.co.uk

Telephone:
0800 678 1100 / 020 7741 4100.

Address:
Financial Services Compensation Scheme,
PO Box 300, Mitcheldean, GL17 1DY

14. Use of third parties

- 14.1. To provide custody services SCL, will use the services of third-party service providers.

- 14.2. Examples include the provision of; Data and price feeds of Assets, the execution of trading instructions, clearing and settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

- 14.3. Where services are provided by a third-party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for clause 2.4, SCL does not guarantee proper performance by the third-party and will not itself be responsible if a third-party provider fails to meet its obligations. This means that should the third-party default or becomes insolvent, you may lose some or all of your Assets and will not necessarily be entitled to compensation from SCL. Including, in circumstances where it is not possible under the relevant national law and the registration under clause 2.6 to identify the Client Assets from the proprietary Assets of the third-party firm.

15. Termination

- 15.1. SCL may terminate the Terms at any time by giving the Radiant Platform Management 30 days' written notice (subject to applicable law and regulatory requirements). There is no minimum duration of the Terms.

- 15.2. SCL may also terminate the Terms with immediate effect by written notice if required to do so for legal or regulatory reasons or on instructions from the Radiant Platform Management.

15.3. In this event, the Radiant Platform Management will instruct SCL where to transfer the Client Assets and Client Money. If the Radiant Platform Management does not do so promptly, or if the Radiant Platform Management no longer represents you, then you will on request give the relevant instruction. The Custodian will transfer Client Assets and Client Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them directly to you. The Terms will continue to apply until such transfer of the Client Assets and the Client Money is complete.

16. Severability

16.1. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

17. Notices of change/variations

17.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of this is available from the platform provider.

18. Governing Law

18.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

18.2. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with these Custody Terms or its subject matter or formation.

19. Liability

19.1. SCL will act with all reasonable skill, care and diligence in acting as your Custodian. SCL will be liable to you for any direct loss that is the result of negligence or failure by SCL to account for Assets in Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the Radiant Platform Management.

19.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability we may have for death or personal injury

19.3. SCL will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;

- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Account;
- from the default of any bank, fund manager or provider which holds your cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets and investments;
- from any tax liabilities or charges that are incurred in relation to your Account and/ or the Assets held within it; or
- from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.

19.4. You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

20. Headings

20.1. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

Schedule C - Terms and Conditions specific to the Individual Savings Account (ISA)

These ISA Terms apply to the Stocks & Shares or Junior ISA (Individual Savings Account) where you have an ISA with Radiant Platform Management Limited and are supplementary to any terms you have with them. References in this document to the RPM ISA also include the Junior ISA, unless stated otherwise. Seccl Custody Limited are the ISA manager for the Radiant Platform Management Limited ISA. If anything in this Section C conflicts with Schedule A, Schedule C will take priority. Terms defined in Schedule A apply to Schedule C other than as varied below.

1. Commencement

1.1. These ISA Terms become effective and govern the relationship between you and Seccl Custody Limited (SCL) as your ISA Manager following receipt of your subscription.

2. Your ISA

2.1. Your ISA is either a stocks and shares or junior ISA (the "ISA").

2.2. Your stocks and shares or junior ISA is subject to the Individual Savings Account Regulations 1998 ("ISA Regulations") and, in the event of any inconsistencies between the ISA Regulations and these ISA Terms, the ISA Regulations will prevail.

3. About your ISA Manager

3.1. SCL will act as the ISA Manager in respect of your ISA. SCL is approved by HM Revenue & Customs for these purposes.

3.2. SCL will manage your ISA in line with the ISA Regulations.

3.3. SCL does not provide any investment advice to you in relation to the investments you wish to hold in your ISA. All investment decisions that you take in respect of the investments that you wish to hold in your ISA will be yours or those of Radiant Platform Management where you have authorised the Radiant Platform Management to take such decisions on your behalf.

4. Eligibility

4.1. In order to open a Stocks and Shares ISA, you must satisfy the requirements set out in the ISA Regulations. Generally, you can open and maintain an ISA account if you are an individual of 18 years or over, you are resident in the UK, and you are a UK taxpayer.

4.2. A parent or legal guardian may open a Junior ISA for a child under 18 who is resident in the UK and is not already the beneficiary of a Child Trust Fund or Stocks and Shares Junior ISA. The person who opens the Junior ISA will be the "registered contact" for legal purposes and will be responsible for making the investment decisions and managing the account until the child reaches 18 and the Junior ISA converts into an ISA. At that time the former child beneficiary becomes entitled to manage the investments as the holder of the ISA.

5. ISA Investments

5.1. You may hold such investments in your ISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your ISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.

5.2. Once the ISA subscription limit for a tax year has been reached (taking into account all permitted ISA types that you may hold) and subject to paragraph 5.3 below, you may not make any further subscriptions into your ISA or any other ISA in the same tax year.

5.3. As your Stocks and Share ISA is a flexible ISA, you may replace (in whole or part) a previous withdrawal from your ISA with a replacement subscription to that ISA in the same tax year.

5.4. The Junior ISA allows you to invest separately on behalf of a child, subject to a lower annual subscription limit. When the child for whom a Junior ISA is opened reaches age 18, it automatically converts into a Seccl Stock & Shares ISA held in their own name.

6. Withdrawals and Flexible ISA

6.1. If you wish to withdraw any cash or investments from your Stocks and Shares ISA, you (or Radiant Platform Management on your behalf) must provide the SCL with written instructions. SCL will, subject to the ISA Regulations, transfer all or part of the investments and any proceeds arising from those investments to you.

6.2. The Stocks & Shares ISA is a Flexible ISA. This means that any withdrawals will be deducted from that year's annual ISA allowance, enabling them to be reinvested later in the tax year.

6.3. Flexible withdrawals are not permitted via the Junior ISA.

7. Transfers

7.1. You may transfer an existing ISA from a different ISA manager to SCL and, subject to the ISA Regulations, SCL may in its sole discretion decide to accept such transfer provided the investments can be held in a SCL ISA.

7.2. You may request SCL to transfer your ISA from SCL to a different ISA manager and, subject to the ISA Regulations, SCL will effect such transfer provided the other ISA manager has given its consent. SCL will effect such transfer within a reasonable time needed to implement your transfer instructions which should not take longer than 30 days from the date your instructions were received by SCL. SCL does not currently facilitate the partial transfers of ISAs.

7.3. You (or the Radiant Platform Management on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other ISA manager with your instructions in writing.

7.4. SCL will effect the transfer within such time as stipulated in your instructions, subject to any reasonable business period required by SCL to implement your instructions which should not take longer than 30 days from the date your instructions were received by SCL.

7.5. Junior ISAs must always be fully transferred.

8. Ending your ISA

8.1. Subject to the ISA Regulations, you may end your Stock and Shares ISA at any time by withdrawing your funds and requesting closure of the account. In that case, SCL will liquidate the investments in your ISA and transfer the proceeds to you. Alternatively, and subject to the ISA Regulations, SCL may re-register the investment in your name or transfer them to another non-ISA account.

8.2. SCL may terminate your ISA if it has ceased or will cease to comply with the ISA Regulations and becomes void. SCL will notify you of these circumstances and must inform HM Revenue & Customs accordingly. When your ISA becomes void, you may lose part or all of your tax exemption relating to the ISA.

8.3. Withdrawals may not be made from a Junior ISA until the child reaches the age of 18 and becomes the account holder (except in the event of their terminal illness or death).

8.4. SCL may terminate its services as your ISA Manager by giving you 30 days written notice.

8.5. In the event of termination:

8.5.1 SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the ISA Regulation, these ISA Terms or the Client Agreement; and

8.5.2 these ISA Terms will continue to apply to your ISA until all transactions or transfers have been effected and relevant payments made.

9. Your Investments and Assets

9.1. In accordance with the ISA Regulations, SCL will register the investments held in your ISA in the name of one of its nominees; beneficial ownership of these investments will stay with you.

9.2. SCL will provide custody in respect of your investments and assets and SCL will hold any cash belonging to you as further described in Clause 2 and 3 respectively in the General Terms of this Client Agreement.

10. Delegation

10.1. Subject to the ISA Regulations, SCL may delegate any of its functions under these ISA Terms to another organisation which SCL, exercising due skill, care and diligence, has determined as being competent to exercise such functions.

10.2. Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your ISA as that organisation may reasonably require for the purposes of exercising the delegated functions.

To find out more,
please contact
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