Thomas Grant & Company Ltd

Date as postmarked

Dear Client

Thank you for choosing Thomas Grant & Company Ltd for your ISA requirements. We have pleasure in enclosing our account opening pack that contains:

ISA Application Form	Please complete and return this form.
ISA Transfer Form	Only complete this form if you wish to transfer an existing ISA to us.
Order Execution Policy **Commission Rate Card** **Terms of Business** **Supplementary Terms of Business** **Privacy Notice**	These documents are for your information purposes.

Please complete the ISA Application Form as fully as possible, and return it to us with the necessary identification.

Identification requirements

To comply with applicable legislation and regulations, we are required to collect evidence of identity from clients to aid the detection of possible money laundering or terrorist financing activity.

We require two pieces of identification, one from each of the lists below: one to confirm your name and another to confirm your address. We cannot accept one document to cover both lists i.e. Driving Licence.

- **Copy** letter from HM Revenue & Customs less than 12 months old
- **Copy** letter from Department for Work & Pensions less than 3 months old
- **Copy** of current Shotgun or Firearms Certificate
- **Copy** of your current UK Passport
- **Copy** of your current UK Driving Licence
- **Copy** Gas, Electric, or Telephone bill (not mobile telephone) less than 3 months old
- **Copy** UK Bank or Building Society Statement less than 3 months old
- **Copy** Mortgage Statement less than 12 months old
- **Copy** Water or Council Tax Bill less than 12 months old

If you wish to open a Dealing Account with us, you can find our General Application Pack at www.thomasgrant.co.uk alternatively, please contact us by email at info@thomasgrant.co.uk or on 0116 225 5500.

Yours faithfully

Thomas Grant & Company Ltd

Thomas Grant & Company Ltd

Stocks & Shares ISA Application Form

Thomas Grant Account Reference

For office use only

If you wish Thomas Grant & Company Limited to act on your behalf please complete this form and sign the declaration on the reverse. All information given will be treated in confidence and is subject to the Data Protection Act 2018.

I apply to subscribe for a Thomas Grant & Company Limited Stocks & Shares ISA, for the current tax year 2022/23 and each subsequent year until further notice, subject to the Terms and Conditions set out in the Supplementary Terms of Business for ISA Clients.

Personal Details

Title			
Forename(s)		Surname	
Address			
Postcode		Contact No.	
Email			

MiFID II Regulations mean that we are required to submit a Date of Birth and National Identifier for all trades.

- For a UK national this is your National Insurance Number.
- For all other nationalities please email info@thomasgrant.co.uk stating your name and nationality for further advice.

Without this information, we will not be able to carry out financial transactions on your behalf.

Date of Birth	DD/MM/YYYY	National Insurance No.	

Income Instruction & Bank Account Details

Do you wish to receive an Income Payment half yearly? YES ☐ NO ☐ (If yes please fill in the bank details below)

Name of Bank		Name of Account Holder	
Sort Code		Account Number	
Roll Number or Building Society Ref			

Please note for verification purposes we will require a copy of a bank statement in respect of the nominated bank details given.

PROOF OF IDENTITY To satisfy Money Laundering Regulations we are required to confirm your identity and address. For details of documents required please refer to the information provided with the account opening pack. Thomas Grant & Company Limited may obtain verification from an electronic reference agency.

For official use only		COMPLIANCE APPROVED	
		Signature	
		Date	

Investment Details

Amount of Subscription £ **Maximum of £20,000 for 2022/23**

Please write the full name of the Investments you would like us to purchase on your behalf below

1.		£	
2.		£	
3.		£	
4.		£	
	Total Invested	**£**	

Signature & Declaration

This is our standard ISA agreement upon which we intend to rely. For your own benefit and protection you should read our Terms of Business, Order Execution policy and the Supplementary Terms of Business for ISA Clients carefully before signing this application form. If you do not understand any point, please ask for further information.

- I am 18 years of age or over.
- I have not subscribed and will not subscribe more than the overall subscription limit of £20,000 in total to a Stocks and Shares ISA, Cash ISA and an innovative finance ISA in the same tax year.
- I have not subscribed and will not subscribe to another Stocks and Shares ISA in the same year that I subscribe to this Stocks and Shares ISA.
- all subscriptions made, and to be made, belong to me.
- I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown Employees serving overseas), are treated as being performed in the United Kingdom, or I am married to or in a civil partnership with, a person who performs such duties. I will inform Thomas Grant & Company Limited if I cease to be so resident and ordinarily resident or to perform such duties.
- the information given in the application is correct and confirm that any alterations will be notified to Thomas Grant & Company Limited immediately.
- I agree to the ISA Terms & Conditions.

I authorise Thomas Grant & Company Limited directly or through its appointed nominee to hold my Cash Subscriptions, ISA Investments, Interest, Dividends and any other rights or proceeds in respect of those investments and any other cash with an approved bank, and to make on my behalf any claims to relief from tax in respect of plan investments. I also authorise Thomas Grant & Company Limited as Plan Manager, on my written request to transfer or pay to me, as the case may be, investments, interest, dividends, rights or other proceeds in respect of any such investments or cash.

Signature Date

Thomas Grant & Company Ltd

ISA Transfer Form

If you wish Thomas Grant & Company Limited to act on your behalf please complete this form and sign the declaration. All information given will be treated in confidence and is subject to the Data Protection Act 2018. Please complete a separate transfer application form for each ISA Manager.

I apply to transfer my existing ISA(s) into a Thomas Grant Stocks & Shares ISA.

Personal Details

Title		Thomas Grant reference (if applicable)	
Forename(s)		Surname	
Address			
Postcode		Contact No.	
Email			

MiFID II Regulations mean that we are required to submit a Date of Birth and National Identifier for all trades.

- For a UK national this is your National Insurance Number.
- For all other nationalities please email info@thomasgrant.co.uk stating your name and nationality for further advice.

Without this information, we will not be able to carry out financial transactions on your behalf.

Date of Birth	DD/MM/YYYY	National Insurance No.	

Name and Address of Transferring ISA Manager

Plan Manager			
Address			
Postcode		Contact No.	
Email			

Approximate transfer value £		Full transfer	☐	Partial transfer	☐
ISA Reference to be transferred					

For official use only

		COMPLIANCE APPROVED	
		Signature	
		Date	

Please take this authority to transfer my ISA as detailed below

Stocks and shares ISA

Please transfer my Stocks and shares ISA to Thomas Grant & Company Limited as: Stock ☐ Cash ☐ Both ☐

OR

Cash ISA

Please transfer my cash ISA to Thomas Grant & Company Limited : ☐

I understand that the cash I am transferring will be transferred into a Stocks and Shares ISA.

PROOF OF IDENTITY To satisfy Money Laundering Regulations we are required to confirm your identity and address. For details of documents required please refer to the information provided with the account opening pack. Thomas Grant & Company Limited may obtain verification from an electronic reference agency.

Signature & Declaration

This is our standard ISA agreement upon which we intend to rely. For your own benefit and protection you should read our Terms of Business, Order Execution policy and the Supplementary Terms of Business for ISA Clients carefully before signing this application form. If you do not understand any point, please ask for further information.

- I am 18 years of age or over.
- I have not subscribed and will not subscribe more than the overall subscription limit of £20,000 in total to a Stocks and Shares ISA, Cash ISA and an innovative finance ISA in the same tax year.
- I have not subscribed and will not subscribe to another Stocks and Shares ISA in the same year that I subscribe to this Stocks and Shares ISA.
- all subscriptions made, and to be made, belong to me.
- I am resident and in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown Employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform Thomas Grant & Company Limited if I cease to be so resident and ordinarily resident or to perform such duties, or to be married to, or in a civil partnership with, a person who performs such duties.
- the information given in the application is correct and confirm that any alterations will be notified to Thomas Grant & Company Limited immediately.
- I agree to the ISA Terms & Conditions.

I authorise Thomas Grant & Company Limited directly or through its appointed nominee to hold my Cash Subscriptions, ISA Investments, Interest, Dividends and any other rights or proceeds in respect of those investments and any other cash with an approved bank, and to make on my behalf any claims to relief from tax in respect of plan investments. I also authorise Thomas Grant & Company Limited as Plan Manager, on my written request to transfer or pay to me, as the case may be, investments, interest, dividends, rights or other proceeds in respect of any such investments or cash.

Signature _____ Date _____

Thomas Grant & Company Ltd

Transferring your ISA

You can transfer your Individual Savings Account (ISA) from one provider to another at any time.

What you can transfer

You can transfer:

- a cash ISA to another cash ISA with a different provider
- a stocks and shares ISAs to another stocks and shares ISA with a different provider
- cash from your innovative finance ISA to another provider – but you may not be able to transfer other investments from it
- from one kind of ISA to another, e.g. from a cash ISA to an innovative finance ISA

Please note that Thomas Grant & Company Limited only have Stocks & Shares ISA's

If you want to transfer money you've invested in an ISA this current year, you must transfer all of it.

For money you invested in previous years, you can choose to transfer all or part of your savings.

Check with your current provider for any restrictions they may have on transferring ISAs. They may also make you pay a fee.

How to transfer your ISA

To switch to Thomas Grant & Company Limited fill out this ISA transfer form to move your account to us, do not withdraw the money without doing this, you won't be able to reinvest that part of your tax-free allowance again.

Thomas Grant & Company Ltd

Commission Rate & Charges

DEALING CHARGES – *Please note that we are unable to sell certificated American, Canadian and Irish Shares*

Minimum commission (unless otherwise agreed)	£20.00
Consideration up to £7,500	1.25%
balance above £7,500	0.5%
Contract levy chargeable on all transactions	£6.00
Paper transaction charge where applicable	£15.00
International Settling Transaction Charge	£20.00

MANAGEMENT FEES (VAT applicable)

Valuations are provided twice yearly to 5th April and 30th September (or other such dates as may be determined by us). These will be sent or made available to you within six weeks of the reporting date. You may request additional statements at any time, fees for this additional service are detailed in 'other charges'. If any details are incorrect or if you do not receive your valuation you should contact us immediately.

Nominee Accounts

Half yearly safe custody fee – per stock (minimum of £25.00 and to a maximum of £350.00)	£6.00
Safe custody fee of £1 per stock per month charged on closure (minimum fee of £20.00 applies)	

ISA Accounts

Half yearly fee – (minimum of £25.00 and to a maximum of £350.00)	0.25%
Pro-rata fee charged on closure – (minimum fee of £20.00 applies)	
Capital withdrawal fee	£10.00

International Settling Securities – Nominee & ISA (VAT exempt)

Half yearly fee on all International settling securities	0.05%

CREST Sponsored Member Accounts

Valuation Fee – per valuation (frequency as agreed)	£25.00
Charged at closure	£25.00

Following fees charged monthly by CREST and applied to your account with us.

Private Participant	£10.00
Corporate Participant	£20.00
Member Account Charge (per Member Account)	£1.00

Asset Maintenance Fees on Equities are charged at 0.03 basis points per annum

Asset Maintenance Fees on Debt Instruments are charged at 0.10 basis points per annum

A Fee per line of stock is charged on a sliding scale based on £2.00 a line of stock

International Custody Charges are charged between 1.50 – 5.50 basis points per annum depending on the country

International service standing charge levied by Crest on all stocks which use the International service. This charge is applicable for the 12 month period from 1st July to 30th June and will be applied in August. The charge will be calculated by Crest based on the average value of your international holdings at the start of the billing year.

OTHER CHARGES – Supplementary Charges (VAT applicable)

Overdue statements	£10.00
Verification of holding	
Tax Schedule	£15.00
Supply of annual report and accounts per report	
Arranging voting and/or attendance at shareholders' meetings	
New DRIP or SCRIP elections	
Gifting of shares (plus charge for certificate where applicable)	
Registration of shares certificate	
Duplicate contract note over 1 month old	
Returned cheques	
Registrar rejection of stock deposit	
Administration for re-registration of individual UK stock	
Administration Letter	
Late payment fee (plus interest at 15% above base rate)	£20.00
Additional or duplicate valuations or statements	
Urgent payment requests processed before 3.00pm	
Administration work per hour (minimum of £30.00 then charged up per quarter hour)	£60.00

Telephone calls to registrar regarding Corporate Actions are charged at administration rate per hour, plus cost of telephone call where applicable

Foreign Currency Exchange
Foreign currency received for your account in relation to your overseas transactions will be exchanged at prevailing market rates at the end of each calendar month unless otherwise instructed by you. Any ad hoc currency exchanges will be charged at 0.5% of the sterling amount, subject to a maximum charge of £250.00.

EXTERNAL CHARGES (VAT applicable where indicated)

UK stamp duty where applicable	0.5%
Irish stamp duty	1.0%
Transfer stamp duty if applicable	£10.00
Panel of Takeover and Mergers (PTM) levy on all UK equity & Fixed Interest deals over £10,000	£1.00
W-8BEN lodgement – covers 3 years (valid from the date signed until the last day of the third succeeding calendar year). Member account required – charged at £1.00 per month	£100.00 + VAT Plus member fee

Any other third party charges where applicable

Overseas transfers may be subject to additional bank charges

Please see our Probate Pack for a full list of our Probate Services and charges

Thomas Grant & Company Ltd

Terms of Business

1. Our Particulars

The full name of our firm is Thomas Grant & Company Limited and our principal place of business for the purposes of this agreement is 40a Friar Lane, Leicester, LE1 5RA. We are members of The London Stock Exchange and are authorised and regulated by The Financial Conduct Authority ("FCA").

The Terms of Business ("Terms") set out below, apply to all transactions entered into by us with or for you as a Retail client unless we have specifically agreed otherwise in writing.

The language used for these Terms and any other communications will be English.

2. The Services We Will Provide

These Terms of Business will apply to the regulated activities on an execution-only basis that we are permitted to engage in under Part IV of the Financial Services and Markets Act 2000 which include: -

Simple products

- shares admitted to trading on a regulated market
- money market instruments, bonds or other forms of securitised debt including government and public securities
- units in collective investment undertakings, and ETF's (Exchange Traded Funds)

Complex products

- debentures
- contracts for differences, spread bets and securitised derivatives
- rights to or interests in investments (contractually based investments and securities)
- warrants to subscribe for shares or other securities

If, in our opinion, you do not appear to have sufficient knowledge or experience to deal in the **Complex** product concerned special conditions may be imposed before agreeing to deal.

We may also provide other services if agreed between us for which a supplementary agreement may also be required. We are independent of any provider.

In order to use the Service you must: i) be aged 18 or over; ii) hold a UK sterling bank or building society account; iii) complete and return to us a copy of the signed Application Form, or open your Account by other means we agree to; and iv) satisfy our anti-money laundering and 'know your customer' requirements.

If you are holding or depositing certificates for investments you are selling, you are wholly responsible for confirming the number and type of securities held. When buying investments you must be able to pay the total cost of the purchase at the time we accept your order. Certificates will not be requested from the registrar if your account has a debit balance.

We shall not be liable for any losses suffered through a depreciation in the value of your investments, no matter what the cause, or for any error of judgment or other act or default unless involving negligence, gross misconduct, a breach of the Financial Services and Markets Act 2000 or any regulation made under it, by any Thomas Grant & Company Limited employee.

Clients and securities based overseas

You should be aware that overseas stocks may be subject to different settlement, legal, taxation, and regulatory requirements from those applying in the UK. If you purchase shares registered in the USA, you should be aware that should the Company make a distribution to you i.e. Dividends, you may be liable to a higher level of withholding tax. Should you wish to avoid this, UK citizens will need to complete a W-8BEN form and pay a fee of £100 + VAT per person, this fee is charged by Crest who will hold the shares on our behalf. The W-8BEN provides cover for a 3 year period.

The Foreign Account Tax Compliance Act (FATCA) became effective on July 1, 2014. FATCA is a regulatory reporting requirement for foreign financial institutions on their U.S. client account holders. Thomas Grant and Company Limited comply with the FATCA requirements and are registered on the U.S. IRS website with the FATCA Status "Registered Deemed-Compliant Financial Institution" and our Global Intermediary Identification Number (GIIN) is D6XKSK.99999.SL.826. All U.S. citizens or other U.S. person need to provide us with a W9 form for identification purposes.

3. Acting as Agent/Principal

In carrying out your instructions we may, at our discretion, act as agent or principal. The capacity in which we have acted will be stated on the contract note.

In the event that we, as principal, sell stock to you on extended settlement, we may show an additional charge rather than increase the price at which you purchase shares, which is the usual market practice.

4. Conflicts of Interest

While we do everything we can to avoid a conflict, where this is not possible we make sure we manage any conflicts of interest to avoid any material risk, disadvantage or loss to clients.

When we enter into a transaction for you, we could be:

- matching your transaction with that of another client by acting on his behalf as well as yours;
- buying or selling units in a collective investment scheme where we are the trustee, operator (or an adviser of the trustee or operator) of the scheme;
- buying investments where we are involved in a new issue, rights issue, take-over or similar transaction concerning the investment

How do we manage conflict of interests that might affect clients?

- the nature of our business is non-advisory
- we design reward structures for our employees that are not target-based
- we operate personal account dealing policies for our employees and monitor their accounts.

Please bear in mind that, before publishing research, we, or an associated company, may have acted upon it or made use of information on which it is based.

5. Non-Readily Realisable Investments

We may enter into transactions on your behalf in non-readily realisable investments. These are investments in which the market is limited or could become so. They can be difficult to deal in and it can be difficult to assess what would be a proper market price for them.

6. Off-Exchange Transactions

We may deem it appropriate or advantageous to execute your order outside a Regulated Market or MTF only in accordance with the provisions of our Order Execution Policy details of which are provided separately.

7. Execution of Orders

Our dealings for you will be in accordance with our Order Execution Policy, details of which will be provided separately.

For funds and ETF's you should refer to the relevant prospectus before purchasing. For listed securities you should refer to the relevant announcements.

8. Charges

Our charges will be in accordance with the published rate in effect at the time the charges are incurred. All charges, unless otherwise stated, are exclusive of VAT. Any alteration to these charges will be notified to you at or before the time of the change.

We may share dealing charges with a connected person or other third parties, or receive remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration will be made available to you on request.

9. Stabilisation

We may deal for you in investments that have been the subject of stabilisation, which is a price supporting process that may take place in the context of new issues. The effect of stabilisation can be to make the market price of the new issue temporarily higher than it would otherwise be. The market price of investments of the same class already in issue, and of other investments whose price affects the price of the new issue may also be affected.

This process is undertaken in order to ensure that the issue of investments is introduced to the market in an orderly fashion, and that the issue price and/or the price of associated investments is not artificially depressed because of the increase in supply caused by the new issue. Stabilisation may only take place for a limited period, and there are limits on the price at which the shares, warrants and depository receipts may be stabilised (although there are no limits in respect of loan stock and bonds).

10. Telephone Calls

We may telephone you to discuss your investments without having been expressly invited by you to make such a call. The ability to telephone you in this way is likely to increase the effectiveness of our services to you, but you should be aware that you will forego certain statutory rights that you might otherwise have entitling you to undo an investment transaction which you enter into as a result of an uninvited call. We will not telephone before 9.00 am or after 9.00 pm unless expressly requested to do so.

In order to assist Thomas Grant & Company Limited in monitoring compliance with the relevant rules of conduct and to avoid misunderstandings, Thomas Grant & Company Limited may make and keep a sound recording of telephone conversations between Thomas Grant & Company Limited and you. These recordings shall be and shall remain Thomas Grant & Company Limited's sole property and will be accepted by you as conclusive evidence of the conversations so recorded. You agree that Thomas Grant & Company Limited may deliver copies or transcripts of such recordings to any court or regulatory authority.

11. Safe Custody/Nominee

Investments within the Account shall at all times following settlement be beneficially owned by you.

Save as detailed in paragraph 21 we will hold investments on your behalf only if we have entered into a nominee or ISA agreement with you.

If we enter into a nominee or ISA agreement with you, your investment holdings will be registered in the name of Thomas Grant & Company Nominees Limited, a wholly owned subsidiary of Thomas Grant & Company Limited, and pooled with those of other clients. Alternatively if we enter into a Crest Sponsored Member agreement with you, your Crest holdings will be registered in your own name and address and non Crest holdings will be registered in the name of Thomas Grant & Company Nominees Limited, a wholly owned subsidiary of Thomas Grant & Company Limited, and pooled with those of other investors. Any or all investments may be held with an eligible custodian.

Thomas Grant & Company Limited shall be liable in the event of loss of a safe custody investment by the fraud, willful default or negligence of Thomas Grant & Company Limited or its employees, representatives or officers. In the event of loss caused by the fraud, willful default or negligence of an eligible custodian appointed by us, we shall remain liable as if such fraud, willful default or negligence had been committed by Thomas Grant & Company Limited.

A fee will be charged at our published rate if you transfer your nominee, Crest Sponsored Member or ISA holdings into your own name or into the name of another nominee company.

12. Rights and Obligations

It is your responsibility to identify any upcoming Corporate Actions before purchasing an investment as we will not provide you with any notifications at the time of purchase. Dividends, interest payments and other entitlements (e.g. scrip dividends) will be collected on your behalf and added to your funds or paid to you. Foreign currency received for your account in relation to your overseas transactions will be exchanged at prevailing market rates at the end of each calendar month unless otherwise instructed by you.

We will monitor all documents and correspondence received from the various companies on your behalf and will refer to you only when decisions are required. We will use reasonable endeavours to carry out any instructions received but if such Instructions are not received in time for us to take timely action we shall not be under any obligation to act upon such instructions and we shall not be under any obligation to exercise conversion and/or subscription rights on your behalf. We will normally:

- not take up any rights issues unless instructed by you to do so
- not exercise any conversion or subscription rights unless instructed by you to do so
- handle all matters relating to capital re-organisations and takeovers
- not use the investments for Thomas Grant & Company Limited account, or the account of another client without prior written consent

Valuations of your holdings will be provided twice a year, unless otherwise agreed in writing. You may request additional valuations and statements at any time for which a charge will be made in accordance with the published rate in effect at the time. Transactions are reported on a trade date basis and the assets will be valued at the closing mid-market price if applicable on the statement date.

If after we have purchased an investment for you, but before you are the registered holder, dividends are payable and other rights conferred, we will claim them on your behalf. You agree to pay us on demand the amount of any dividend or any rights conferred, which you receive after your entitlement has ceased, for example from the sale of shares or units, and additionally return to us any certificates or other documents in evidence of such rights.

13. Settlement

You shall promptly take all action necessary, including the supply of information and return of necessary documents, to enable due settlement of any transaction entered into by us with you or on your behalf.

Funds for any purchase of any investment, in the correct currency for the investment concerned, must be available to us at such time as we may specify. If no time is specified cleared funds must reach us no later than the appropriate settlement day for the particular transaction concerned together with any commissions and charges due in respect of the transaction.

We will credit you on the day the bargain is settled with the full proceeds of the sale of any investment less charges provided that you have delivered to us valid stock transfer forms or documents of title and any documents necessary to transfer title in good order in sufficient time to allow us to settle the transaction.
Payment of fees and charges shall become due on the day they are incurred on your behalf.
It is our normal practice to aggregate all sums due to and from you, including commissions, fees and charges, and pay any net credit to you (if there is a cash balance in your favour) or call any net debit from you (if there is a cash balance in our favour). We may depart from our normal practices at our discretion.

14. Methods of Payment

All funds received should be directly attributable to the account holder. Payment to be made by bank transfer or cheque by the settlement date, we cannot accept cash or debit card payments.

15. Right to Retain Clients Funds, Combine and Set-Off Balances

We reserve the right to retain, or make deductions from, amounts which we owe you or are holding for you (including any margin amounts), in settlement of any obligations to us. We also reserve the right to combine all or any accounts opened in your name and to consolidate the balances in such accounts and to set off such balances between us.

16. Your Money

We will deal with any money you have with us in accordance with the rules of the Financial Conduct Authority Client Asset Regulations, which require us to hold your money in a bank account at an approved bank.

Money required for settlement may be held with the money of other clients in the same settlement bank accounts. No interest will be earned or paid on such money.

If you have a nominee, Crest Sponsored Member or ISA account your free money (i.e. money not required for settlement) and accrued dividends will be held on deposit in a pooled account with an approved bank under customer trust status (i.e. separate from Firms money). Interest will not be paid on CFD, Spreadbet or Online Trading Accounts. Interest on other accounts will be paid monthly on cleared credit balances at the tiered rate published by the Firm's bankers for the amount that is recorded as being held by you. Thomas Grant & Company Limited may earn interest on money in this account.

When the services in which you have instructed us come to an end, we will endeavour to return to you, all and any client money held by us on your behalf. If we are unable to return this money to you for reasons beyond our control we will contact you at your last known address at least once every 6 months to try and return this money to you. If there has been no movement on client money balances for a period of at least 6 years (notwithstanding any interest or charges) we will write to you at your last known address and inform you that we may cease treating this money as client money and may pay balances below £25.00 away to a registered charity. If we do not receive a response to this letter within 28 days we will cease our attempts to contact you. However, we will keep a record of all balances released from client bank accounts in this way and will undertake to make good any valid claim against any released balances.

17. Pooling

The effects of pooling cash or assets are:

- in the event of an irreconcilable shortfall after the failure of a custodian, clients may share in that shortfall in proportion to their original share of the assets in the pool, and

- individual entitlements may not be identifiable by separate certificates, other physical documents or equivalent electronic record.

18. Anti-Money Laundering

We may use the services of a credit reference agency to confirm your identity and by dealing with us we accept this as your consent. We may also run additional verification checks at a later date should this be necessary to confirm identity, we may delay applications or withhold settlement until adequate identification has been provided.

19. Default will be effected:

- if you fail to present Thomas Grant & Company Limited with cleared funds due to us in settlement of any transaction by the due date (including commissions, fees and charges due to us);
- in the case of sales, if you fail to deliver to us by four days before settlement valid transfer forms and/or documents of title and any documents necessary to transfer title in good order, or
- as a consequence of operating a trading account there is insufficient margin available on your account, or
- as a consequence of operating a trading account your account goes into loan i.e. you owe the Firm money, or
- if you are in breach of any of these terms, (or any other arrangement or understanding between us); or
- if you do not have the authority to transact business with us or to do so in the manner in which you customarily conduct business with us; and/or

If we reasonably believe that any of the above is likely to occur in the immediate future, we may at our discretion at any time thereafter (without prejudice to any other right) without notice to you cease to act for you, and/or:

- close out all or any open investment position with you or held by us for you (including unsettled stock bargains);
- convert any currency
- realise any investment held by us on your behalf or owned by you over which we have control and apply all and any cash held by us and the proceeds of realisation of the closure of any open position and/or the proceeds from the sale of any investment in satisfaction of all or any amounts owing to us (including without limitation amounts due in respect of settlement, fees, commissions and interest);
- individual entitlements may not be identifiable by separate certificates, other physical documents or equivalent electronic record.
- to charge an arrangement fee of £20 + VAT and interest at 15% over the Bank of England base rate, from the date at which a debit balance occurred. Interest will continue to be added to the account at that rate until the account is paid in full.
- to charge to you any penalties or fines we may incur due to late settlement.

If after the action specified above has been taken there is a positive balance in your favour we shall (after withholding such amount as we in our absolute discretion consider appropriate in respect of future liabilities) pay such balance to you as soon as reasonably practical and supply you with a statement showing how such a balance was calculated.

If, however, there is a negative balance you will be asked to provide us with sufficient funds to clear the debt. If this is not cleared immediately we shall instruct our debt collector or institute legal proceedings for recovery of the debt and charge the cost of collection to you.

20. Underwriting and Sub-underwriting and Issues

We may enter into transactions for you which commit you to underwriting or similar obligations in connection with a new issue, rights issue, take-over or similar transaction only with your prior written approval.

21. Circumstances Beyond Our Control (Force Majeure)

If we declare a Force Majeure Situation (Circumstances Beyond Our Control), either before or at any time after the event, we shall not be liable to you for loss (including any indirect or consequential loss including, without limitation, loss of profit, damage, injury or delay, whether direct or indirect), arising from the closure or loss of facilities of any

relevant investment exchange or from any act or omission of any relevant exchange, its officers, employees, agents or representatives or for any other reason beyond our control. Nor shall we be responsible for the consequences of any loss of facilities in our offices due to unforeseen circumstances which shall include loss of utilities and other services due to any acts beyond our control including Terrorism, Warfare or Act of God.

22. Delivery of Documents

Any certificates, documents of title or other documents sent by us or by registrars by first class post to you, at your last registered address, will be deemed to have been received two days after posting. Where any certificate is lost or destroyed whilst in transit from you to us, from us to the Registrar, from Registrar to us or from us to you, you will be liable to meet all costs of obtaining a replacement, regardless of blame or cause.

23. Confidentiality, Data Protection and Freedom of Information

We will hold and process personal information about you by computer or otherwise. We will treat all such personal information as private and confidential other than in the following personal circumstances permitted by law.

- where we are required or legally compelled to disclose;
- where there is a duty to the public to disclose;
- where our interests require disclosure. This will not be used as a reason for disclosing information about you or your accounts to anyone else.
- close out all or any open investment position with you or held by us for you (including unsettled stock bargains);

You have a legal right to apply for a copy of your personal records with us and to have any inaccuracies corrected. We may make a charge for this.

How we use the personal information you give us or we otherwise receive about you during the course of our relationship is explained in our privacy policy which is available on request.

24. Complaints

If you have a complaint you should notify us as soon as possible in order that we may investigate the circumstances.
If we are unable to satisfy your complaint you have the right to take it to the Financial Ombudsman Service (FOS).
In accordance with the current Data Protection Act we give notice that if you do complain it will be necessary for us to release personal information about you to third parties.

25. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme of up to of £85,000 per eligible person if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensations scheme arrangements is available from the FSCS (www.fscs.org.uk).

26. Client Responsibility

In as far as Thomas Grant & Company Limited set out their responsibilities towards clients the Firm holds that the client has a responsibility for monitoring that his/her instructions are carried out with due dispatch. Non receipt of contract notes should be reported within 5 working days.

You warrant that investments you instruct us to sell are beneficially owned by you, free from any lien, charge or other third party rights and you are entitled to sell them.

When buying investments you must be able to pay the total cost of the purchase at the time we accept your purchase instruction.

You will pay Account Charges for our services in accordance with the published rates from time to time.
You agree that you will be liable to us in respect of all obligations and liabilities arising from instructions given to us.
You agree to promptly notify us if you do not: i) receive a Contract Note; or ii) agree with the details on the Contract Note within 7 days following the placing an instruction with us. We shall not be responsible for any loss or damage or depreciation in value of your Account if you fail to notify us within 7 days.

You shall promptly notify us of any change of address or in United Kingdom taxation status, which may render you ineligible to subscribe further to the Account.

27. Changes to these Terms and Termination

We may vary these terms at any time and will send you a copy of the new Terms of Business indicating any changes. You are entitled to terminate these arrangements by giving us immediate written notice, as may we by giving you immediate written notice.

In accepting these Terms of Business you agree that should we need to transfer our business to another manager, or third party, we may do so without seeking your specific consent provided that we comply with our duties under the Client Money & Asset Rules at the time of transfer.

28. General

These terms shall be subject to the rules of any exchange under whose rules or using whose facilities we enter into any transaction on your behalf. Such rules shall be deemed to be incorporated herein and shall form part of the relationship between us. In the event of any conflict between such rules and these terms the provisions of such Rules shall take precedence over these terms.

These terms supercede any earlier terms. Any previous or subsequent additional agreements which restrict or expand your rights or our duties continue in force until such time as they are cancelled or altered by you or us. Should any part of these terms be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or bye-law of any exchange or Self Regulation Organisation the same shall be deemed to have been excluded from these terms from the beginning, and these terms shall be interpreted and enforced as though the provision had never been included. Our failure to seek redress for violations or to insist upon strict performance of any condition or provision of these terms or our failure to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof.

These terms shall be governed and construed in accordance with English law and the English Courts shall have non-exclusive jurisdiction.

Thomas Grant & Company Ltd

Supplementary Terms of Business for ISA Clients

1. Introduction

The Account Manager (Thomas Grant & Company Limited) is regulated by the Financial Conduct Authority (FCA) in the conduct of its investment business, including acting as Manager of Individual Savings Accounts (ISA's), and is approved by HM Revenue & Customs (HMRC) as an Account Manager under the Regulations.

The duties of Thomas Grant & Company Limited are to ensure that the ISA Accounts comply with HMRC Regulations, to pay and reclaim taxes as required, to record all payments into the Accounts and to provide valuations and transaction statements. Thomas Grant & Company Limited does not give advice on managing the investment content of the Accounts.

In order to open an ISA the Account Holder must complete and sign an application form which includes a declaration that states that they are a qualifying individual who fulfils the requirements set by the HMRC and that they will not breach the overall subscription limit.

You appoint us to act as ISA Manager in respect of the ISA detailed on our Application or Transfer form. You authorise Thomas Grant & Company Limited to provide HMRC with all relevant particulars of the Account and its investments which HMRC may reasonably request.

Thomas Grant & Company Limited agrees to act as Account Manager of the Account.

This Supplementary Terms of Business and Application form an agreement between the Account Holder and Thomas Grant & Company Limited, it becomes effective on the date of receipt of a correctly completed signed application form.

2. Applications

Subscriptions may be made at any time to your Thomas Grant & Company Limited ISA subject to the maximum annual subscription permitted by the ISA Regulations. An Account Holder may only subscribe to one Stocks and Shares ISA in any one tax year, but may subscribe to Cash ISA's and Innovative Finance ISA's as long as the overall subscription limit is not exceeded (please note that Thomas Grant & Company Limited only have Stocks & Shares ISA's). As permitted by the Regulations, subscriptions must be made with the Account holder's own cash; this includes payment by cheque, visa debit card (third party charges apply), telegraphic transfer, faster payment and standing order.

Subscription may also be made by the transfer of shares. Shares can be directly transferred into an ISA if they have been acquired by the investor from a Schedule 3 SAYE option scheme or a Schedule 2 Share Incentive Plan (previously known as Approved Employee Share Ownership Plans). Investors must transfer shares from a Schedule 3 SAYE option scheme into an ISA within 90 days of the exercise of option date.

Account holders will also be able to transfer from one kind of ISA to another without affecting their subscription limit.

Your signed ISA application form will cover the current tax year and each subsequent tax year unless you do not subscribe one year.

3. Qualifying Investments

You can only invest in qualifying investments in your ISA, you must ensure that the investments you select are qualifying. If an investment ceases to be a qualifying investment you must either:

- Sell the investment and retain the proceeds in the ISA
- Withdraw the investment from the ISA (charges will apply)

4. Fees & Commission

ISA dealing charges are at our competitive rate, which are published on our Commission Rate Card. Thomas Grant & Company Limited may recover from the Account all charges, duties and taxes incurred in transactions in the investments of the Account. Thomas Grant & Company Limited may sell investments in the Account and apply the proceeds in payments of fees and expenses due hereunder.

Thomas Grant & Company Limited will be entitled to charge and be paid fees for its service as Account Manager as set in our current Commission Rate Card. Thomas Grant & Company Limited may change the amount or rate of its fees or charging structure on giving not less than 14 days written notice to the Account Holder. We will be responsible for the deductions of all fees and commissions levied on the Account. Management fees can be paid in addition to the contributions permitted by the Regulations, although we can only accept payment of fees for the previous half yearly fee deduction.

We reserve the right to set a minimum cash reserve level in your ISA to meet fees, charges, taxes or duties arising in connection with your ISA.

5. Termination

The Account may be terminated immediately by Thomas Grant & Company Limited on written notice to the Account Holder.

The Account Holder may by written notice instruct us to:

- Terminate the Account immediately and either to transfer to him the investments and cash comprised in the Account and the income and rights attaching to them or to realise the investments and pay the proceeds to him; or
- Transfer the Account within such period as may be agreed between approved Account Managers who agree to accept the transfer. Transfers can be made in cash or specie; charges will be incurred as detailed on the commission rate card. If we receive dividends, interest or other income on your behalf after transfer we will send this income to the new ISA Manager.

If Thomas Grant & Company Limited shall intend to cease to act as Account Manager of the Account it shall give at least three months written notice to the Account Holder and the Account Holder must either:

- Transfer to an approved Account Manager of their choice
- Close the ISA by selling the Investments comprised in the Account
- Close the ISA by instructing Thomas Grant & Company Limited to transfer the investments into their own name and withdraw any cash held in the Account.

On termination of the ISA the Account Holder shall pay to Thomas Grant & Company Limited a pro-rata Management Fee by reference to the value of the investments and cash on termination or transfer, together with any expenses incurred in terminating the Account or in realising or transferring the investments and any fees payable as per the current commission rate card. Thomas Grant & Company Limited may deduct from or retain out of any cash or proceeds or transfer sums amounts in respect of outstanding fees or expenses and other sums due under the Account or sufficient to cover any liabilities, including tax, incurred or payable by the Account Manager in respect of the Account.

If your ISA has a valuation of less than £250 we reserve the right to close the account and send you the balance, less any charges that are due.

Thomas Grant & Company Limited shall notify the Account Holder if, by reason of any failure to satisfy the provisions of relevant Regulations, an ISA has, or will, become void for tax purposes.

The Terms of Business and this Supplementary Terms of Business for ISA Clients shall continue to apply as necessary not withstanding termination of the Account.

6. Death of Account Holder

The ISA will terminate automatically on your death. Your Account will cease to be exempt from tax. Thomas Grant & Company Limited shall continue to act until it has received the death certificate and such other information it may reasonably require. The assets will be held by us in our Nominee Name awaiting instruction from your personal representatives who may instruct that the assets be sold or registered in the names of the appropriate beneficiaries. The Terms of Business and these supplementary terms shall be binding on the legal personal representatives. Administration fees will continue to be due until such time that all Administration on the Account is completed.

7. General

Thomas Grant & Company Limited reserves the right to vary the Terms of Business of the Account by sending a written notification to the Account Holder.

Notices or requests made by the Account Holder to Thomas Grant & Company Limited shall be in writing and will be acknowledged either verbally or in writing.

Thomas Grant & Company Ltd

Order Execution Policy

1. Introduction

The purpose of this document is to provide information to our clients regarding our approach to executing orders on your behalf in relation to financial instruments in accordance with the Markets in Financial Instruments Directive (MiFID). In order to execute a deal with us you will have been provided with this document and by placing the deal you will be deemed to have read and consent to the Policy.

This Order Execution Policy applies to our clients whether we execute an order on your behalf (either as agent or principal), or receive and transmit an order for you, or work an order for you. We will take reasonable steps to achieve best execution of those orders. Our commitment to provide our client's with best execution does not mean that we have any fiduciary responsibilities over and above the specific regulatory obligations placed upon us or as may be otherwise contracted to.

2. What is Best Execution

Best execution is the requirement to take all reasonable steps to obtain the best possible result when either executing transactions on your behalf or using other affiliates or brokers to execute transactions on your behalf, taking into account the following execution factors:

- Price – this is the price a financial instrument is executed at;
- Costs – this includes implicit costs such as the possible market impact, explicit external costs e.g. exchange or clearing fees and explicit internal costs which represents the firm's own remuneration through commission or spread;
- Speed – time it takes to execute a client transaction; Likelihood of execution and settlement – the likelihood that we will be able to complete a client transaction;
- Size – this is the size of the transaction executed for a client accounting for how this affects the price of execution;
- Client type – Best execution requirements can differ depending upon client type; and
- Nature of the transaction or any other consideration relevant to the execution of the transaction – this is how the particular characteristics of a client transaction can affect how best execution is received e.g. Settlement.
- Any other relevant criteria

Retail Client – We have determined that the order of importance of the execution factors is the same across all asset classes and markets; that for all retail clients the best possible result will be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution. The process described above is largely undertaken electronically with our system requesting the best quote in the size of order required from numerous Retail Service Providers. Sometimes this system might not be able to offer a price – for example, in the case of a large trade or an illiquid instrument. If this happens we will exercise our discretion in assessing the criteria that we need to take into account to provide clients with the best result. The relative importance of these criteria will be judged in line with our commercial experience and with reference to market conditions including the need for timely execution, availability of price improvement, the liquidity of the market and size of your order (which may make it difficult to execute an order) and the potential impact on total consideration. In certain circumstances therefore Thomas Grant & Company Limited may determine that the speed, and likelihood of execution and settlement for example may take precedence over immediate price and cost factors if they are instrumental in delivering the best possible result.

Professional Client – If we have expressly categorised you as a Professional client in accordance with the meaning given to this term in the Financial Conduct Authority ('FCA') Rules, we will consider relevant FCA and European Securities and Markets Authority ('ESMA') guidance to determine whether we are acting on your behalf and whether you are legitimately relying on us to deliver best execution in relation to your order. In certain circumstances our determination of the relative importance of the execution factors may differ from retails clients including for example where the likelihood of execution may take precedence over price.

3. Specific instructions

It is important to bear in mind that where you give us a specific instruction as to the execution of an order, we will execute the order in accordance with those specific instructions. Where your instructions relate to only part of the order, we will continue to apply our order execution policy to those aspects of the order not covered by your specific instructions. **You should be aware that providing specific instructions in relation to the execution of an order, may prevent us from taking the steps set out in this policy to obtain the best result in respect of those elements covered by those instructions.**

4. Best execution relating to Spread Bets & CFDs

In relation to Contracts that you enter into with us, we act as principal and not as agent on your behalf and we therefore act as the sole execution venue for the execution of your Contracts. This means that we will act as market maker and you will be dealing with us and not within the underlying market. The way we obtain best execution is by ensuring that in the calculation of our bid/offer prices used to execute your Contracts is based on the same methodology as described in paragraph 2 above.

5. Execution venues & entities

In establishing this Order Execution Policy we have identified a variety of execution venues to obtain the best possible result on a consistent basis when executing orders on behalf of our clients. Whilst the venues change and updated details are available on request, the list is not exhaustive and we reserve the right to use other execution venues where appropriate and in accordance with this policy. Those on which we place significant reliance are:

- Regulated Markets ("RM") – A market over which a government body exerts a level of control which is authorised and functions regularly in accordance with the provisions of Title III of MiFID.
- Multilateral Trading Facilities ("MTFs") – A multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with the provisions of Title II of MiFID.
- Systematic Internalisers ("SIs") – An investment firm which, on an organised, frequent and systematic basis, deals on its own account by executing client orders outside a regulated market or an MTF.
- Retail service providers or other liquidity providers.
- Other FCA authorised firms and EU or non-EU institutions (for overseas instruments).
- Non EU entities performing similar functions
- All transactions in Unit Trusts and OEICS and some International Securities are dealt off market.

We may deem it appropriate or advantageous to execute your order outside a Regulated Market or MTF even where the financial instrument concerned is traded on a Regulated Market or MTF. These may include:

- transacting your order on an "over the counter" (OTC) basis with another market participant;
- crossing your order with that of another opposing client ("Agency Cross");
- executing your order with a "Systematic Internaliser" (a firm that trades on its own book) or other liquidity provider;
- executing your order with Thomas Grant & Company Limited as principal.

If we trade for you in International Securities, the execution of your order may be restricted only to those market makers that are able to provide the settlement arrangements and foreign currency conversion that we require to complete the order. In such circumstances Best Execution is achieved by reference to the prices provided by these market makers.

6. Aggregation of Orders

We may combine your order with those of other clients. We must reasonably believe that it will obtain a more favourable price than if your order had been executed separately. However, on occasions, aggregation may result in you obtaining a less favourable price, by trading with Thomas Grant & Company Limited you acknowledge and accept this.

7. Publishing Limit Orders

If you give us a Limit Order (an investment instruction at a specified price limit or better and/or size) it may not be possible to execute that order immediately. In such cases we would be required to make that order public (i.e. declare it to the market) unless you agree that we need not do so. We believe it would be in your best interests if we exercise our discretion as to whether or not we make the order public. We will not make your order public unless we consider it is in your best interests to do so.

8. Monitoring

Thomas Grant & Company Limited regularly monitors and reviews the effectiveness of this Order Execution Policy and the quality of the execution of client orders provided.

Clients may, on request, ask us to demonstrate how best execution has been obtained.

Thomas Grant & Company Ltd

Privacy Policy

General Data Protection Regulation (GDPR) came into effect on the 25th May 2018. The new regulation is focused on you the individual and how your data is used and processed. As a client of Thomas Grant and Company Limited it is important that we let you know of the rights you have under GDPR, this document does that.

This Privacy Policy sets out the basis on which any personal data we collect from you or that you provide to us, will be processed by us. When you use the services of Thomas Grant and Company Limited we must collect information about you which constitutes personal data under the General Data Protection Regulation (GDPR). Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By using our services you are accepting and consenting to the practices described in this Privacy Policy.

Information about us

Thomas Grant & Company Limited is registered in England and Wales, Registration number 2788515. We are authorised and regulated by the Financial Conduct Authority registration number 163296.

How we collect information about you

We obtain information about you when you use our website (for example when you contact us about our products and services) and/or when you engage us to deliver our products and services.
We may also receive information about you from third party service providers such as credit reference agencies. We may combine this information with information you give to us and information we collect about you.

What type of information we collect from you

We may collect and process the following data about you:

- Your name, address, email address and other contact information
- Your IP address and the pages you visit on our website
- You company name and address
- Your financial (bank accounts, NI number, UTR etc)

How we use your information

The General Data Protection Regulation (GDPR) dictates that we must have a lawful basis for processing your data. We will process your data on the following basis:

- To fulfil a contract we have with you
- When it is our legal duty
- When it is in your, our, our both of our legitimate interest
- When you consent to it

We may use information we hold about you in the following ways:

- to provide you with any services and/or information you request from us (which includes carrying out any obligations arising from any contracts entered into between you and us);
- to notify you about changes to our service;
- to provide you with information by post, email, telephone or otherwise about corporate actions, products and services of a similar nature to those you have previously purchased or expressed an interest in which are offered by us and which we think may be of interest to you. (You have the right to ask us not to process your personal data for this purpose by contacting us by phone, post or email);

- to administer our sites and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our sites to ensure that content is presented in the most effective manner for you and for your computer or other device;
- to measure or understand the effectiveness of content we serve to you and others, and to deliver relevant content to you;
- to obtain your feedback on a product, service or our sites via a third party appointed by us;
- to allow you to participate in interactive features of our sites, when you choose to do so;
- as part of our efforts to keep our sites safe and secure and to prevent and detect money laundering, financial crime and other crime; and
- to meet our legal obligations

Who has access to your information?

All staff requiring access to your information will do so under a duty of confidence. We will never sell, trade, or rent your personal information to others.

We may share your information with selected third parties including:

- our partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you, or to enforce or apply our statutory disclosures or any other agreement or to protect the rights, property or safety of our sites, our users or others;
- governmental or judicial bodies or agencies to comply with our legal and regulatory obligations;
- fraud prevention agencies, other companies and organisations to prevent or detect financial and other crime;
- data, service and software providers that assist us in the improvement and optimisation of our sites and services.

How long we keep your personal data

We will retain your personal information for as long as it is necessary for the purposes described above. Typically we will retain your data for a minimum of seven years for business purposes and to comply with legal and regulatory requirements or for any legal claims.

Where we store your personal information

We store your data on our secure servers in the United Kingdom and retain it for a reasonable period or as long as the law requires. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Safeguarding your personal information

Maintaining the security of your personal data is one of our highest priorities. That said, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk.

We endeavour to protect your personal information at all times and we take all reasonable precautions to keep your personal information secure, including safeguards against unauthorised access, use or data loss.

We have a backup and disaster recovery plan in place which gives us the ability to restore the availability and access to your personal data in a timely manner in the event of a physical or technical incident.

Telephone calls

When you call any of the client telephone numbers we will collect the Identification information of the call and retain a copy of the telephone call for our training and security processes. We will also use the information to help improve our efficiency and effectiveness.

Your rights and your personal data

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

Access to your information

You have the right to request a copy of the personal information about you that we hold.

Correcting your information

We want to make sure that your personal information is accurate, complete and up to date and you may ask us to correct any personal information about you that you believe does not meet these standards.

Deletion of your information

You have the right to ask us to delete personal information about you where:

- you consider that we no longer require the information for the purposes for which it was obtained or that we no longer need to retain it in accordance with our statutory obligations;
- you have validly objected to our use of your personal information – see 'Objecting to how we may use your information' below;
- our use of your personal information is contrary to law or our other legal obligations.

Objecting to how we may use your information

Where we use your personal information to perform tasks carried out in the public interest then, if you ask us to, we will stop using that personal information unless there are overriding legitimate grounds to continue.

Restricting how we may use your information

In some cases, you may ask us to restrict how we use your personal information. This right might apply, for example, where we are checking the accuracy of personal information about you that we hold or assessing the validity of any objection you have made to our use of your information. The right might also apply where there is no longer a basis for using your personal information but you do not want us to delete the data. Where this right is validly exercised, we may only use the relevant personal information with your consent, for legal claims or where there are other public interest grounds to do so.

Withdrawing consent using your information

Where we use your personal information with your consent you may withdraw that consent at any time and we will stop using your personal information for the purpose(s) for which consent was given. Please contact us in any of the ways set out in the 'Contact information and further advice' section if you wish to exercise any of these rights.

Changes to our privacy statement

We reserve the right to revise or supplement this Data Protection Policy from time to time, the latest version can be found on our website www.thomasgrant.co.uk.

Our contact details

If you have any questions or concerns about our use of your personal data, please contact us in writing to Thomas Grant & Company Limited, 40a Friar Lane, Leicester, LE1 5RA or by email to info@thomasgrant.co.uk or by telephone on 0116 225 5500

Complaints

We seek to resolve directly all complaints about how we handle your personal information but you also have the right to lodge a complaint with the Information Commissioner's Office www.ico.org.uk.