

sellmysharecertificates.com

General Terms & Conditions

1 Definitions

- 1.1 **"Agreement Documents"** shall mean this agreement and our literature providing information on the service including our Share Sale Form and any other document published by us and delivered or made available to you, which is expressed to contain terms and conditions of this agreement in each case as amended from time to time. When signing the Share Sale Form you are agreeing to abide by these Terms and Conditions and they will constitute a legal agreement between you and Jarvis.
- 1.2 **"Business Day"** means any day, other than a Saturday, Sunday or Bank Holiday, on which banks are open in London.
- 1.3 **"Contract Note"** means a written or electronic record giving details of a Transaction.
- 1.4 **"Execution Only"** means a Transaction undertaken on behalf of an Execution Only investor.
- 1.4 **"Execution Only Investor"** means a person who gives Transaction instructions without receiving advice from us.
- 1.5 **"FCA"** means the Financial Conduct Authority or its successor.
- 1.6 **"Market"** means the London Stock Exchange plc
- 1.07 **"Rules and Regulations"** means the rules and regulations of the FCA as amended from time to time.
- 1.08 **"Service"** means selling share certificates on an Execution Only basis.
- 1.09 **"Settlement Date"** means the date by which cleared Settlement Monies are expected to be received by us from the Market following a Transaction, as specified in the Contract Note. Once dealt, a settlement date cannot be changed as this is a binding term of the deal that has then been executed.
- 1.10 **"Settlement Monies"** means the payment due to you of cleared settlement monies to us as a result of a Transaction as specified in the Contract Note.
- 1.11 **"sellmysharecertificate.com"** is a trading name of Jarvis Investment Management Ltd.
- 1.12 **"this Agreement"** shall mean the agreement between you and us relating to the Service as constituted by the Agreement Documents.
- 1.13 **"Transaction"** means the sale of investments in connection with the Service.
- 1.14 **"We"** means Jarvis Investment Management Ltd (Jarvis) , registered in England with company number 1844601 registered office 78 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS, or, where we have assigned this agreement, the person to whom we have assigned this agreement and "us" and "our" shall have the corresponding meaning.
- 1.15 **"You"** means you as the individual or, if selling shares in joint names, all individuals jointly holding the shares and "your" shall have the corresponding meaning.

2 Appointment

- 2.1 We are authorised and regulated by the FCA in the conduct of our investment business.
- 2.2 We will provide the Service in accordance with the appropriate rules and regulations and otherwise as set out in this agreement.

3 Client Categorisation

- 3.1 For the purposes of client categorisation that is required by FCA rules, we will treat you as a retail client in relation to our stock broking services. We may also categorise as a retail client any client who would otherwise be an eligible counterparty or professional client (as defined in the FCA rules). If you are such a client then you may not have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme..
- 3.2 You agree that there are no restrictions on the Market on which Transactions may be effected.

4 Beneficial Ownership

- 4.1 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.
- 4.2 We will require evidence of authority for orders from anyone other than the registered holder of investments.
- 4.3 We are entitled to assume that any Transaction instruction, which we reasonably believe to have come from you or have been given with your authority, has been so given and we will act on your instructions. We will not be liable for any loss, cost, liability or exposure which may arise in acting on instructions which are subsequently discovered not to have been given by you or with your authority.

5 Monies

- 5.1 Payments and Cash transfers will not be made for less than £5.00. Any balances below £5.00 will accrue to our benefit and no interest will be paid on any balances.
- 5.2 Cash payments and transfers cannot be made to Third Parties.

6 Investments

- 6.1 Where certificates in respect of securities are held by us they will be held at your risk.
- 6.2 Where any such certificate is lost or destroyed regardless of blame or cause, you will be liable to meet all costs of obtaining a replacement.
- 6.3 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.
- 6.4 Where as a result of any corporate action the denomination, type, issuer or any other characteristic of any security shall be altered in any way we shall not be responsible for any suspension of trading of such securities nor a refusal registration of any Transaction in such securities.
- 6.5 Where you have disposed of any security with a right to receive dividends in respect of such security, you shall ensure that any dividend payment received by you and which is properly the property of the purchaser of such security is forthwith forwarded to us with an indication that the funds are due to the purchaser. Entitlement is established by the reference to the markets "ex-dividend date" (that is, the date on which an investment is traded without that entitlement) and not the "record date" (that is, the date on which it is determined all holders shown on the register will receive a benefit).

Transaction Instructions

- 7.1 We will carry out all Transactions on the basis that you are an Execution Only Investor. Accordingly we will not advise on merits of a Transaction or its consequences (including tax consequences). The Service may not be suitable for all investors. If you are in doubt about the merits of selling investments or the consequences (including tax consequences) of doing so you should consult a suitably qualified professional advisor.
- 7.2 Transaction instructions will be executed as soon as reasonably practicable following the receipt and acceptance of your documents, provided the relevant Market is trading within our business hours.

- 7.3 Transaction instructions for the sale of different investments will be treated as separate Transaction instructions.
- 7.4 We may (in our absolute discretion) decline or refuse to accept any order or, having accepted it, refuse to act on it without informing you of our reasons for doing so or accept responsibility for any loss you may incur through our actions.
- 7.5 Once we have accepted an order for execution it cannot be amended or cancelled.
- 7.6 Transaction instructions are accepted "at best" and will be executed in the Market at the most favourable price available to us at the time they are dealt.
- 7.7 We may aggregate and / or execute your Transaction instructions with those of other customers.
- 7.8 Contract Notes will be issued for all Transactions by the end of the next business day following the Transaction. If you do not receive a Contract Note you must notify us immediately in order to protect any claim you may have.
- 7.9 Where a transaction involves the sale of securities within the Service and the party buying such securities does not for any reason pay the relevant settlement monies on the appropriate settlement date, we may in our absolute discretion repurchase the securities in question and we will not be liable for any losses or costs you may incur as a result of this.
- 7.10 Transaction costs and other charges will be debited from the sale proceeds at the time a trade is placed.
- 7.11 In the event that an incorrect bargain price is reported to you, either when a bargain is confirmed or when the contract note is issued, we shall, as agent, be entitled to issue a revised contract note at the correct price. You undertake immediately to pay or reimburse us the amount of any deficit or overpayment in such circumstances.

8 FX Rates

Where applicable, currencies may be converted to sterling based on the house rate at the time of execution. The house rate is based on the currency market when entered by us, and will include a spread, or charge, which can vary from time to time. The rate achieved for each individual trade is confirmed on the contract note once the deal has been completed.

9 Terms of Payment

- 9.1 You will at all times remain responsible for paying any and all monies that may be due from you to us as a result of us dealing with your Transaction requests.
- 9.2 If you fail to forward to us such documents as we require to settle a Transaction, you will be liable for all losses, charges, costs, fines and penalties, you or we may incur as a result of such failure, including without limitation any fines or charges payable by us to CREST in respect of the same, making good any dividends or benefits associated with the shares sold and any losses incurred by us in purchasing securities to meet the shortfall incurred by any failure to provide the necessary documentation in time or at all.
- 9.3 Where clause 9.2 applies, we reserve the right to purchase replacement investments in connection with such Transactions to discharge our obligations under the sale Transaction entered into on your behalf and the following will apply:
- (a) if such investments are purchased for a lower value than the amount of monies relating to the sale Transaction, we shall be entitled to retain for our benefit this additional value. We shall not be required to apply it against any other monies or liability that you may have to us:
- (b) if such investments are purchased for a higher value than the amount of monies relating to the sale then the difference between the sale and purchase price shall become a debt due from you to us and shall be payable immediately. In addition, any costs of making any such replacement shall apply.

10 Charges and Expenses

- 10.1 You will pay to us commission and charges for our services in accordance with our published rate from time to time. Details of the rate of charges are published on our website or are available from us on request.
- 10.2 You authorise us to collect any charges owing to us in accordance with Clause 10.1 out of any cash we hold for you and if we hold no or insufficient cash, we may sell your investments or collect any charges owing to us on an accrued basis out of any money held on your behalf at a later date. We are under no obligation to provide you with an invoice relating to the charges owing to us unless requested.
- 10.3 In addition, we shall be entitled to collect any fees, PTM levy and value added tax incurred by us in connection with all transactions and the administration of the Service in accordance with Clause 10.2.
- 10.4 If we receive any commission or any other form of benefit from another intermediary, details will be disclosed to you on request.

11 Liability

- 11.1 By close of business on the next business day following your instructions we will send you a Contract Note. We shall not be responsible for any loss or damage or depreciation in value of your Transaction if you fail to promptly notify us that you did not receive a Contract Note or you do not agree with the details on the Contract Note within 7 days of placing an instruction with us.
- 11.2 We shall not be responsible for any loss or damage or depreciation in value of the Transaction or for its failing to produce a return on capital invested howsoever arising except insofar as the loss, damage or depreciation results directly from the fraud or wilful default or neglect of Jarvis or by reason of breach of any of the Rules or Regulations.
- 11.3 Without prejudice to Clauses 11.1 and 11.2 above, we shall not be responsible for any loss or damage or depreciation in value of the Transaction resulting from matters beyond our control including, but not limited to, the failure, malfunction or breakdown of telecommunications, the internet, computer equipment or our website, or the action or inaction of any third party.
- 11.4 You acknowledge that the value of, and income from, any investment in the Market may fall as well as rise and you may not get back the amount originally invested.
- 11.5 Save to the extent as may be otherwise prohibited by law and/or the Rules, we shall not be responsible for any loss or damage resulting from the loss or destruction of certificates in respect of securities which are held by us howsoever occurring.
- 11.6 You must hold a valid share certificate when selling shares through this service - if you are unsure, please check by contacting the Company Registrar. If your certificate is invalid or cannot be used for any reason to settle the trade, we may need to buy back all or some of the shares to settle the trade in the market. If we do this the shares may be repurchased at a higher price. You will be liable for any costs incurred for cancelling or amending the deal.

12 Delegation of Functions

We may appoint a third party to act in respect of any function relevant to the administration of the Service, but we shall first satisfy ourselves that any such third party is competent to carry out such functions.

13 Complaints

- 13.1 If you wish to make a formal complaint please write setting out the precise nature of your grievance to "The Compliance Officer" ,Jarvis Investment Management Ltd, 78 Mount Ephraim, Tunbridge Wells, Kent, TN4 8BS. If we are unable to resolve any complaints to your satisfaction you may contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.
- 13.2 If we cannot meet our liabilities to you, you may be entitled to compensation from the Financial Services Compensation Scheme, details are available from us on request.

14 Data Protection and Communication

- 14.1 We may make your name and address available to other companies to enable information about investment or other services to be sent to you, by letter, telephone or other reasonable means of communication. This will not apply if you inform us that you do not wish to receive this information.
- 14.2 When you speak to us on the telephone, some calls may be monitored or recorded. These recordings will be our sole property and may used for training or as evidence in the event of a dispute.

15 Commission

We may pay commission to a third party each time you execute an order, details of which will be provided to you on request.

16 Money Laundering

- 16.1 In accordance with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002:
- i) we may require verification of your identity and may use agents to do so;
 - ii) we are required to make various checks on money received by us in excess of £10,000;
- 16.2 We will not be responsible for any loss that may result from any delay whilst your identity is verified.
- 16.3 We reserve the right to refuse any Share Sale Form or sale instruction without giving reason for doing so.

17 Notices

- 17.1 Any notice or other communication (including contract notes and share certificates) to be given to you by us under or in relation to the Agreement Documents ("notice") shall be sent in writing to the address stated on your Share Sale Form or such address as you may subsequently specify by notice in writing to us. Any notice shall be deemed to have been received by you, 2 days after we post or email it to you, immediately upon sending if it is sent to you or when it is received by your Internet service provider. We shall be entitled to contact you otherwise than in writing for the purposes of obtaining instructions in relation to the Service.
- 17.2 All notices given by you to us under this agreement must be in writing and delivered or sent by post to Jarvis Investment Management Ltd, 78 Mount Ephraim, Tunbridge Wells, Kent, TN4 8BS or such address as we may specify and we may act and rely on any instruction that appears to be signed by you.

18 Whole Agreement and Amendments

- 18.1 Except where the Rules and Regulations and the law states otherwise, the terms and conditions of this agreement shall be limited to those terms and conditions set out in the Agreement Documents. No other terms and conditions shall apply.
- 18.2 We may need to amend these Terms and Conditions (including changes to applicable fees and commissions). We will only make changes for good reason including but not limited to:
- 18.2.1 Making them clearer and more favourable to you
 - 18.2.2 Reflecting legitimate increases or reductions in the cost of providing the service to you.
 - 18.3.3 Providing for the introduction of new systems, services, changes in technology and products.
 - 18.2.4 Rectifying any mistakes that may be discovered in due course.
 - 18.2.5 Reflecting a change of applicable law or regulation.
- 18.3 Any amendment which is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as we may specify.

19 English Law

This agreement shall be governed by English Law and shall be subject to the jurisdiction of the English Courts.

RISK WARNING

Securities that are non-exchange traded are classed as non-readily realisable investments. You should be aware that there is a restricted market for such investments and that it may therefore be difficult to deal in your investments or to obtain reliable information about their value. We will disclose to you any position knowingly held by Jarvis Investment Management Ltd or any of our associates in these investments.

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