

Relendex

Terms and Conditions for Relendex IFISAs

(As amended on 11th July 2017)

The following Terms and Conditions explain:

- how the Relendex Innovative Finance Individual Savings Account (the “**RL IFISA**”) works; and
- how to open and use your RL IFISA on the Relendex Website.

If you decide to open a RL IFISA on the Relendex Platform you must comply with these Terms and Conditions. In addition to these IFISA Terms and Conditions (the “**IFISA Terms and Conditions**”) as a member of the Relendex Platform you must comply with and will be bound by the Relendex Terms and Conditions for prospective Lenders (the “**RL Lender Terms and Conditions**”).

In these IFISA Terms and Conditions references to your Relendex ISA Lender Account also refer to your Relendex Lender Account (as described and defined in the RL Lender Terms and Conditions). Monies credited to your Relendex ISA Lender Account will be held in a segregated client account called the Relendex ISA Client Account referred to in section 3.4 which will be held until further notice at NatWest Bank.

Capitalised terms not defined herein are defined in the RL Lender Terms and Conditions and shall have the same meaning in these Terms and Conditions as in the RL Lender Terms and Conditions. Please read these Terms and Conditions carefully and print a copy for your future reference. References in these Terms and Conditions to “**Relendex**”, “**we**”, “**us**” and “**our**” are to Relendex Limited.

1. General

1.1 Your RL IFISA will be managed by Relendex. Relendex is registered with HM Revenue and Customs (“**HMRC**”) as a manager of IFISAs and has been approved under the ISA Regulations as an ISA manager.

1.2 Your RL IFISA will be registered in your name.

1.3 Your RL IFISA will be and must remain in your beneficial ownership and it must not under any circumstances be used as security for a loan.

1.4 To be eligible to apply for an IFISA:

- (a) you must be an individual who is 18 years of age or older; and

- (b) you must be a resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or you must be married to, or in a civil partnership with, a person who performs such duties.

1.5 You must without any delay inform us if you cease to be resident in the United Kingdom for tax purposes or to perform such duties or be married to, or in a civil partnership with, a person who performs the duties described in section 1.4 above.

1.6 Any documents (such as any facility letter or deed of novation) evidencing your title to RL IFISA investments will be held by us or as we may direct in accordance with the ISA Regulations.

1.7 We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, an RL IFISA has, or will, become void. If the failure cannot be corrected or if you fail to take any action requested by us in writing within a reasonable period of time, we may close your RL IFISA account by written notice.

2. Applying for an RL IFISA

2.1 Your application for an RL IFISA must be made electronically on the Relendex Platform in accordance with the RL Lender Terms and Conditions. All applications are subject to acceptance by Relendex. We may require you to provide additional information to that provided in the IFISA online application form for the purposes of opening the IFISA.

2.2 Any application covers the current tax year and successive tax years in which you make subscriptions. If you fail to make any subscription in any tax year, we will require you to complete a further application before you can resume subscriptions in following tax years.

2.3 We will carry out identity checks on you using online verification services such as SmartSearch. Relendex uses its own internal guidelines and policies when assessing applications. If we cannot get adequate information from our identity verification vendors then we will ask you to send us copies of the relevant passports or other identification documents plus a utility bill and anything else that we may require.

2.4 Where accepted, the RL IFISA will be registered in your name and in the name of us as the manager of your RL IFISA and it will have a unique account number and the address of the RL IFISA will be the address set out in your online application form. It is your obligation to notify us promptly of any change of address.

2.5. Pursuant to ISA regulations and RL Lender Terms and Conditions requirements we will ask you to electronically sign a Lender Power of Attorney, and confirm approval of your IFISA Declaration and acceptance of these IFISA Terms and Conditions.

2.6. We will notify you by email once your RL IFISA has been approved.

3. Qualifying Investments

3.1 The only investments that qualify for an IFISA and which you may make, acquire or hold in your RL IFISA are Loan Parts entered into or acquired by you pursuant to the operation of the Relendex Platform or cash invested by you pending deployment through the Relendex Platform or the proceeds of your investment in any such Loan Parts.

3.2 There are limits on the amounts that you can subscribe or invest in an IFISA in each tax year (beginning on 6 April and ending on the following 5 April). Please refer to our online FAQ for the maximum you can subscribe in the current tax year.

3.3. You cannot subscribe or invest in more than one RL IFISA in each tax year at any one time.

3.4 Cash invested by you in your RL IFISA pending deployment through the Relendex Platform ("ISA Client Money") is held pursuant to the RL Lender Terms and Conditions in a segregated client account called the Relendex ISA Clients Account held until further notice with NatWest Bank.

3.5 We do not pay interest on ISA Client Money.

3.6 It is your responsibility to comply with the restrictions set out in these IFISA Terms and Conditions and in the ISA regulations. Any costs and charges incurred by us if you do not comply with these IFISA Terms and Conditions shall be reimbursed by you.

3.7 If you apply to place funds into your RL IFISA that exceed your annual subscription limit the excess subscription will be returned to your personal bank account details of which you provided to us as part of applying for your designated RL IFISA account.

3.8. If a Loan Part in which you are invested defaults and 'compensation' in respect of the poor performance, loss (in whole or in part), depreciation or risk of depreciation of such Loan Party is received by us as your ISA manager it can be used to purchase qualifying investments. If such payment is received outside of the RL IFISA, you will be able to make a defaulted investment subscription which does not count towards your annual subscription allowance.

4. Withdrawals

4.1 You may instruct us, in writing or online, to make a withdrawal of your ISA Client Money.

4.2 The withdrawal of any of your ISA Client Money will comprise a withdrawal of the cash invested by you in your RL IFISA pending deployment in Loan Parts or the income or interest received in respect to the Loan Parts you have invested in through your RL IFISA from time to time.

4.3 You have no withdrawal rights in relation to the Loan Parts which you have invested in through your RL IFISA from time to time. Once deployed into Loan Parts your investment funds will only be available for withdrawal when it becomes cash through the normal processes of the Relendex Platform from time to time such as interest, fees or repayments received or the proceeds of sale of the Loan Parts through the Relendex Resale Marketplace. Please note that the Relendex Resale Marketplace operates on a matched-bargain basis and that Loan Parts can only be traded at their par value plus interest accrued to the date of sale

5. Non-Flexible ISA

5.1 The RL IFISA is a non-flexible ISA. This means that you cannot replace, in whole or in part, cash you have withdrawn from your RL IFISA, and any and all subscriptions made during a tax year will count towards your subscription limit for such tax year.

6. Transfers In

6.1 We may accept a transfer of an existing cash ISA, a stocks and shares ISA or an IFISA, of which the value must be at least £1000.

6.2 If we accept a transfer, you will need to sign a Transfer Authority form and send it to:

Relendex Ltd
Transfers Department
16 Tesla Court
Innovation Way
Peterborough
PE2 6FY

You can download a copy of a Transfer Authority form from your IFISA Lender Dashboard, or email your request to lender-support@relendex.com.

6.3 The transfer process will begin on the date we receive your properly completed Transfer Authority form. We will then send your request for the transfer of money from your existing ISA to your existing ISA provider together with confirmation that we will accept the ISA transfer.

6.4 We do not charge you for arranging a transfer of an ISA but the existing ISA manager may charge you for the transfer.

6.5 If you transfer more than one ISA from previous tax years to us, we will place all previous tax years' cash holdings in your Relendex Lender Account. This means that you will not be able to distinguish between your previous tax years holdings when viewing your holdings.

7. Transfers Out

7.1 If you choose to transfer cash out from your RL IFISA to another ISA provider, we may charge you a fee in accordance with these Terms and Conditions.

7.2 You may transfer:

(a) insofar as it consists of cash at any time all, but not part only, of your RL IFISA in the current tax year; and

(b) all or part of any cash in your Relendex ISA Lender Account from previous tax years, to another ISA provider in accordance with the ISA Regulations and these IFISA Terms and Conditions.

7.3 You will need to contact the other ISA provider in order to arrange a transfer and you can choose the date funds are transferred, subject to us being allowed a reasonable period to implement that transfer. That reasonable period shall not exceed 30 days and shall be consistent with the requirements of the ISA Regulations.

8. Internal transfers

8.1 Internal transfers are not permitted. If you have an existing Relendex ISA Lender Account with us and wish to open and fund an IFISA you would have to withdraw the funds from your existing Relendex ISA Lender Account and deposit the funds into your IFISA which will be opened as a new Relendex ISA Lender Account.

9. Closing your RL IFISA

9.1 You have the right to close your RL IFISA whenever you wish to. To close your RL IFISA you must provide us with written instructions, via email or post, to do so.

9.2. We have the right to close your RL IFISA and we will only exercise this right at our entire discretion where it is necessary to do so. We will not give you less than 30 days' notice in writing of the intended closure of your RL IFISA.

9.3 Where we are notified of your bankruptcy, we will take action to close your RL IFISA with effect from the date that the trustee in bankruptcy's appointment takes place.

9.4 We will close your RL IFISA upon our receipt of written notice of your death. The tax benefits of your RL IFISA cease on your death such that future interest payments will not be exempt from tax. We may require a grant of probate or letters of administration before releasing any monies in your account to your executors.

9.5 Where your RL IFISA is to close and there are outstanding Loan Parts held within the RL IFISA, we will transfer your Loan Parts into another new Relendex Lender Account, thus removing any tax benefits of IFISA. We will notify you of any interest paid or principal repayments made to such account.

9.6 Where your IFISA is to close and there is only cash held within your RL IFISA (because any Loan Parts within the IFISA have been sold or repaid), we will make payment to your designated personal bank account.

9.7 If you have subscribed to your RL IFISA during a tax year and then close the account, otherwise than by transferring the money in your account to another ISA provider, you will not be able to subscribe to another Innovative Finance ISA with another ISA provider in the same tax year.

10. Delegation of the management of your RL IFISA

10.1 We are entitled to delegate our functions and responsibilities but will only do so if we are satisfied that the person to whom we delegate such functions and responsibilities is competent to carry them out.

10.2 We will not be liable for the negligence or misconduct of such delegate provided always that we do not exclude or restrict liability owed to you by us under the ISA Regulations.

11. ISA Regulations

11.1 The management of your RL IFISA will be subject to the ISA Regulations. Any changes made by HMRC to the ISA Regulations that affect these IFISA Terms and Conditions will apply as soon as they come into effect.

11.2 We will inform you if your RL IFISA has or will lose its tax exemption through any failure to meet the ISA Regulations. If investment in Loan Parts ceases to be allowed under the ISA Regulations, in which case, on your instructions and within the time stipulated by you:

(a) the RL IFISA, or part of the RL IFISA, shall be transferred to another IFISA manager in accordance with the ISA Regulations relating to transfers (transfer rights in relation to non-cash innovative finance IFISA investments are available only as set out in these ISA Terms and Conditions); or

(b) all or part of the investments held in the IFISA and proceeds arising from those investments shall be transferred or paid to you (withdrawal rights in relation to non-cash innovative finance IFISA investments are available only as set out in these ISA Terms and Conditions).

12. Changing these Terms and Conditions

12.1 We do need to update or amend these IFISA Terms and Conditions from time to time due to business changes or to comply with law. We may make such changes without your specific agreement if those updates are, in our reasonable opinion, of an immaterial and routine nature and may not always be able to give you advanced notice of such updates or amendments but we will post them on our lending platform.

13. Cancellation

13.1 You may cancel your RL IFISA by giving us notice of cancellation within 14 days of your agreeing to these IFISA Terms and Conditions. If you would like to cancel your IFISA please email us at lender-support@relendex.com.

13.2 Should you choose to cancel your RL IFISA within the 14-day cancellation period referred to in clause 12.1, you will preserve your eligibility to open an IFISA with us or an ISA or IFISA with another ISA Manager. This will not apply if you cancel or end your RL IFISA after this period.

13.3 When your RL IFISA is cancelled, any money credited to your Relendex ISA Lender Account and Loan Parts in your account will be transferred to a Relendex Lender Account, which is subject to the RL Lender Terms and Conditions.

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