Terms and Conditions

Definitions

In these terms and conditions (the “Terms and Conditions”), “we”, “us” and “our” refer to HSBC Bank plc, Jersey Branch. In addition, references to the singular includes the plural (and vice versa) and the following terms have the meanings set out below:

(i) “Application” means the completion and delivery of an application form or internet instruction for the purchase of Shares on and subject to these Terms and Conditions;

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

(iii) “Brochure” means the Freedom Plus Brochure which has been issued to you or is available at: http://www.expat.hsbc.com/1/PA_ES_Content_Mgmt/content/hsbc_expat/pdf/en/wealth/important_documents/freedom/HSBC_Freedom_Plus_Brochure.pdf;

(iv) “Client Asset Order” means the Financial Services (Investment Business (Client Assets)) (Jersey) Order 2001, which is available for review or download from www.jerseyfsc.org;

(v) “Client Asset Order” is defined in Article 3 of the Client Asset Order;

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

(vii) “Connected Person” means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “Substantial Owner”, “Controlling Person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, act or agent, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;

(viii) “Controlling Persons” means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control;

(ix) “Customer Information” means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person;

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

(xi) “Fund” means the relevant fund in which an investment is made by us pursuant to your Application;

(xii) “HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies;

(xiii) “Insert” means the HSBC Portfolios World Selection brochure or the HSBC Global Investment Funds brochure;

(xiv) “Key Investor Information Document” means the document which provides key facts about the way each fund works and its investment risk;

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

(xvi) “Nominee” means HSBC Bank Nominee (Jersey) Limited, our wholly-owned subsidiary, which we appoint as our nominee to hold your investments;

(xvii) “Nominee Arrangement” has the meaning set out in clause 1.1 below.

(xviii) “Personal Data” means any information relating to an individual from which they can be identified;

(xix) “Privacy Notice” means our privacy notice which explains how we collect, use, disclose, transfer and store your information, and also sets out your rights in relation to your information, a copy of which is available on our website at http://www.expat.hsbc.com/1/PA_ES_Content_Mgmt/content/hsbc_expat/pdf/en/wealth/important_documents/HSBC_Privacy_Notice_Expat.pdf or which is available, in hard copy via email or in branch, on request;

(xx) “Prospectus” means the offering document for the umbrella funds available within the Service. For the HSBC Global Investment Funds, the Prospectus is available from: http://www.expat.hsbc.com/1/PA_ES_Content_Mgmt/content/hsbc_expat/pdf/en/wealth/important_documents/gf/hgfl_prospectus.pdf

For the HSBC Portfolios World Selection, the Prospectus is available from: http://www.expat.hsbc.com/1/PA_ES_Content_Mgmt/content/hsbc_expat/pdf/en/wealth/important_documents/world_selection/world_selection_portfolios_prospectus.pdf;

(xxi) “Regular Investment Plan” means a regular investment contribution by you;

(xxii) “Services” includes (a) the opening, maintaining and closing of your accounts and (b) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes;

(xxiii) “Shares” means the shares purchased by us and held in the name of the Nominee pursuant to your Application;

(xxiv) “Substantial Owners” means any individuals entitled to more than 10% of the profits of or with an interest in more than 10% of an entity either directly or indirectly;

(xxv) “Source of Funds” means the origin of the particular funds or any other monetary instrument which are the subject of the transaction;

(xxvi) “Source of Wealth” means the origin of your entire wealth;

(xxvii) “Tax Authorities” means Jersey or foreign tax, revenue or monetary authorities;

(xxviii) “Tax Information” means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner.
1 Nominee Arrangement

1.1 All Shares purchased pursuant to an investment through the Freedom Plus service shall be acquired by us. Accordingly, for all investors, the legal title to those Shares will be held by the Nominee with the direct beneficial interest in the Shares held by us. We acknowledge you have made an investment in a Fund via the Freedom Plus service and we consider you to be the ultimate beneficial owner of the relevant Shares held by the Nominee on our behalf and to your order. The Shares will not be sold or amended, in whole or in part, without your authority or without due notice having been given to you in writing.

1.2 This arrangement provides you with a single point of contact in respect of your Application and your Shares, and is therefore intended to simplify the administration of your holdings.

1.3 You will receive half yearly statements, as at the end of June and December, regarding your Shares. The information on the statement will comprise of the following:

(a) the valuation of the Shares; and
(b) a summary of transactions and changes to the Shares during the period.

2 Your Application

2.1 By completing and delivering an Application, you:

(a) instruct us to invest the amount specified in your Application (or such smaller amount for which your Application is accepted), on and subject to these Terms and Conditions and subject to the relevant Fund Prospectus in which the investment is being made by us;

(b) acknowledge that legal title to the Shares purchased will be held by the Nominee with the beneficial interest in the Shares held directly by us, but that you will have ultimate beneficial ownership of the Shares;

(c) authorise the Shares purchased pursuant to your Application to be held in the name of the Nominee and for us to send a contract note document to you, which will normally be sent within four business days of transaction date, confirming the number of Shares purchased and for which your Application is accepted;

(d) agree that all Applications, acceptance of Applications and contracts resulting therefrom with HSBC Bank plc, Jersey Branch shall be governed by and construed in accordance with the law of Jersey;

(e) confirm that you are of full age (18 years) and, if you sign the Application form on behalf of somebody else, confirm that you have due authority to do so;

(f) agree that you shall not be entitled at any time after acceptance of your Application to exercise any remedy to revoke or cancel your Application for innocent misrepresentation;

(g) confirm that in making the Application you are not relying on any information or representation in relation to the Fund, other than those contained in the Brochure, Insert, Key Investor Information Document, the Prospectus and these Terms and Conditions and any other document authorised by the Fund, and accordingly agree that no person responsible solely or jointly for the Brochure, Insert, Key Investor Information Document, the Prospectus and these Terms and Conditions or any part thereof should have any liability for any such other information or representations;

(h) if you are a Regular Investment Plan investor, agree to continue making a regular monthly contribution until a minimum of GBP5,000, USD5,000 or EUR5,000, has been received; and

(i) accept that we reserve the right to charge you for any associated costs, should your Application be cancelled by you.

2.2 Your Application for the purchase of Shares can only be accepted on the basis of a specified amount of money in US dollar, sterling or euro to be invested.

2.3 In order to process an Application in respect of any Shares, we must receive a fully completed Application form, which will require the original signatures of all persons making the Application, unless we receive your Application online. The Application will not be accepted unless the Application form is completed correctly and all correct identification and proof of residential address documents are supplied.

2.4 We reserve the right to refuse or delay processing any instruction.

3 Redemptions

3.1 If you wish to redeem some or all of your Shares, you are to provide instructions to us in accordance with these Terms and Conditions.

3.2 In order to remit redemption proceeds to you, we will require details of your and any Connected Customer(s) Source of Wealth and Source of Funds. If this information is not already held by us, we will request you to provide it. If you or any Connected Customer(s) do not provide this information, there may be a delay in the remittance of the redemption proceeds.

3.3 We will send a contract note to you and remit redemption proceeds received by us from the Fund in accordance with instructions received. Please Note: instructions to make payment to a third party will not be accepted.

3.4 Where required by law or regulation, we will notify you of any cancellation or cooling off rights that you may have in relation to Shares.

4 Switches

4.1 If you wish to switch some or all of the Shares within the HSBC Global Investment Funds or within the HSBC Portfolios World Selection, you are to provide instructions to us which detail the value or number of Shares and name of the Fund from which you wish to switch and details of the Fund or Funds which you wish to switch into.

4.2 The HSBC Global Investment Funds and HSBC Portfolios World Selection are two different fund structures. This means that if you wish to switch between the two different structures, the transaction will be treated as a separate redemption, followed by a subscription. This is because we must first await confirmation of the redemption settlement amount before we are able to process the subscription side of the transaction. As a consequence, you will be out of the market in the period between the redemption and subscription trades being processed.

4.3 We will provide contract notes to you.

5 Instructions

5.1 Instructions in respect of Shares may be given in writing, by letter or in such other manner as we may agree.

5.2 We, or our Nominee, may:

(a) decline to act on your instructions where to do so would, in our or the Nominee’s reasonable opinion, involve acting contrary to any applicable law, rule, regulatory requirement or other duties to which we may be subject; or
(b) decline to act on instructions where such instructions are incomplete, unclear, ambiguous and/or in conflict with other instructions received from you, but shall be under no duty to so decline, provided that in any case where we or our Nominee declines to act on your instructions, we will notify you of such decision as soon as reasonably possible.

5.3 If more than one of you has entered into this Agreement with us, then, unless indicated in any mandate or other contractual document relating thereto, any instructions or notice to be given under this Agreement may be given by or to any one of you, and we and our Nominee may act on the authority of one of you without further enquiry, and one of you may provide us with a full discharge in relation to our obligations to all of you.

6 Shareholders' Notices and Voting Rights

6.1 We will send to you documentation and/or issued information on Funds received by the Nominee. Annual and half-yearly reports will not be sent to you but are available on request when made to the office shown below at clause 31 and on website: www.expat.hsbc.com/1/2/jerseyfundinvestments.

As per clause 1.3, you will also receive half-yearly statements from us.

6.2 Copies of the Prospectus and Key Investor Information Document are available under the link defined in the definitions section.

6.3 You will not have any voting rights in respect of the Shares. We will exercise any voting rights in respect of such Shares at our discretion.

7 Dividends

7.1 Please refer to the relevant Prospectus for details of whether this is applicable to your Shares.

7.2 Dividends in respect of Shares will be reinvested automatically at no charge. If you wish to have your dividends paid to you, you should advise us accordingly.

7.3 Only dividends in excess of GBP50, USD50 or EUR50 can be requested in payment. Dividends below this amount will automatically be reinvested. Where requested, all payments will be made by telegraphic transfer to the bank account stipulated in the Application form. We will not make any payments to a third party account.

8 Segregation and Safeguarding

8.1 The Shares will be segregated from our property in order to protect your interests in the event that we or our Nominee fail. However, the title to any Shares will be registered in the name of our Nominee. We remain responsible for the safekeeping of the Shares in your account to the full extent required by the rules in Jersey. We are responsible to you for the acts and omissions of our Nominee to the same extent as for our own acts and omissions.

8.2 Your Shares are registered with investments made by other investors. This means that your individual Shares may not be separately identifiable by physical documentation, such as a separate share certificate or on the product provider’s Share register. However, we maintain computer records which enable us, at any time, to identify separately the Shares to which you have a beneficial interest. An effect of pooling your Shares can be that, following a merger of one fund into another fund, your allocation may be fractionally less than if your Shares were registered in your own name. We have policies and procedures in place to undertake checks and reconciliations of the records and accounts of your Shares and to resolve any discrepancies which are identified and to deal with any shortfalls in your Shares. Where we are responsible for any such shortfall, we shall purchase assets as soon as reasonably practicable at our cost to correct your position. If we or our Nominee fail, then any uncorrected shortfall in the Shares may be shared, proportionately, among all investors whose investments are so registered.

8.3 Any money we hold for you will be held by us on deposit as banker and not as trustee. As a result, Part 2 of the Client Asset Order, which relates to Client Money, is not applicable.

9 Lien

9.1 In addition to any lien or other rights to which we may be entitled under any applicable law, we shall have a general lien over the Shares in respect of all sums properly due and payable to us by you under the terms of these Terms and Conditions.

9.2 A lien is a right which entitles us to hold on to your assets in our possession where there are sums properly due and payable to us by you under the terms of these Terms and Conditions.

9.3 Subject to clause 9.4 below, and without prejudice to any other rights or remedy which we may have under these Terms and Conditions (including under clause 21 and clause 22 of these Terms and Conditions), we are entitled to enforce the lien described in clause 9.1 by the sale and disposal of all or any part of the Shares in such manner and at such price as we may deem expedient, without being responsible for any loss and to apply the net sale proceeds of the Shares in, or towards payment or the discharge of any sum or liability owed by you to us.

9.4 Please note we will enforce a lien described in clause 9.1 only if we have given 14 days’ written notice to you containing:

(a) details of the amount due and how it became due;
(b) a request for discharge of the sum due; and
(c) a description of the part or parts of your Shares which will be sold if you do not discharge the amount in full within seven days.

9.5 For the avoidance of doubt, this clause 9 does not affect any other rights we may have to sell Shares under these Terms and Conditions (including, without limitation, our rights under clause 21 and clause 22) and the requirements of this clause 9 shall not apply to the exercise of any such other rights.

10 Right of set off

10.1 Where we owe you money under these Terms and Conditions, or any other agreement with us, and you have failed to pay us any amount that you owe us under any agreement that you have with us, we may, where regulatory requirements allow, use the money that we owe you to reduce or repay the amount you owe to us.

10.2 The right referred to above at clause 10.1 is often referred to as a ‘set off right’.

10.3 We may use our set off right even if the amount you owe is dependent upon another event or has not yet become due, if we reasonably think that you will be unable to pay us when the amount becomes due.

10.4 Please note we may exercise our set off rights without telling you in advance if we reasonably think that you may do something to prevent us from obtaining repayment through set off, or if we have agreed with you we may do so.

10.5 We may use our set off right where you have an account(s) which are only in your name, or which are in the name of one or more persons, such as joint accounts.

10.6 We may also set off amounts that we owe you against amounts that you owe other companies within the HSBC Group, and we may set off amounts other companies in the HSBC Group owe you against amounts you owe us, unless prevented by insolvency law.
11 Data Protection

11.1 Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and also sets out your rights in relation to your information.

11.2 If you appear to be tax resident outside of Jersey, then regulations on international tax transparency require us to report certain information about you and certain Connected Persons to the Jersey Tax Authority where your account is held. Under international agreements to exchange account information, that Tax Authority may transfer this information to the Tax Authorities of other jurisdictions in which you or a Connected Person may be tax resident.

11.3 However, irrespective of where it is processed, Customer Information will be protected by a strict code of secrecy and security applying to all members of the HSBC Group, their staff and third parties holding information on their behalf.

12 Your Obligations

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

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

Where:

- you fail to provide promptly Customer Information that we reasonably requested, or
- you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

We may:

- be unable to provide new, or continue to provide all or part of any Services to you and reserve the right to terminate our relationship with you;
- take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations;
- block, transfer or close your account(s) where permitted under local Laws.

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

13 Financial Crime Risk Management Activity

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

13.2 Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of any member of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

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

14 Tax Compliance

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

15 Further Information

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

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

16 Miscellaneous

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

17 Survival Upon Termination

Clauses 11 and 14 shall continue to apply notwithstanding their termination, any termination by us or a member of the HSBC Group of the provision of any Services to you or the closure of any account.
18 Telephone or HSBC Expat Internet Banking

18.1 You authorise us to accept and act upon telephone instructions, subject to follow up written confirmation or internet instructions whether by way of email or otherwise (“internet instructions”) from you, on the condition that we reasonably consider that any instruction or communication has been sent or made by you and we are not aware of any circumstances (and there are no circumstances of which we reasonably should be aware) which would call this into question. At our discretion, we may undertake further security measures to ensure, as far as possible, that the instruction has been made by you.

18.2 You agree and irrevocably undertake to indemnify us and keep us indemnified against all losses, claims, action, proceedings, demands, damages, costs and expenses incurred or sustained by us of whatever nature and howsoever arising out of, or in connection with such telephone or internet instructions.

18.3 All telephone instructions will require written confirmation in original format, in order to complete the relevant transaction unless we receive instruction online.

19 Restrictions on sale and issue

19.1 Neither the Prospectus, Key Investor Information Document, Brochure or Insert constitutes an offer to sell, or invitation to purchase Shares to any person, or in any territory where the making of such an offer or invitation would be unlawful. Persons wishing to give an instruction must satisfy themselves as to full observance of the laws of any relevant territory in connection herewith obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in any such territory. In particular, neither the Prospectus nor the Application form constitutes an invitation or a solicitation to the general public of an offer to invest to residents of Canada, France, Hong Kong (unless such resident has received advice from a financial adviser regulated to provide that advice in Hong Kong), Malaysia or to residents and nationals of USA. From time to time, we may add or remove countries from this list based on legal or regulatory changes.

20 General Information

20.1 Client classification

We will categorise you as a retail client and treat you as such in all our dealings with you in respect of this investment service. You may request to be treated as a professional client. However, subject to our acceptance of your request, this would result in you receiving a lower level of regulatory protection.

21 Fees and Charges

There is no specific charge for the Freedom Plus service. However, it is important to note that the following charges may apply for investing into the Funds available via the Freedom Plus service:

(a) an advice fee of up to a maximum 3% of the amount invested where investment is into B class Shares following the provision of investment advice; or

(b) an initial fee of up to a maximum 3% of the amount invested following the provision of investment advice; or

(c) an initial fee of up to 1.5% of the amount invested where investment is made directly, without investment advice, via our online internet banking and telephone service.

The advice fee under (a) above will be deducted separately to the investment amount. The initial fee under (b) and (c) above will be deducted from the investment amount and the net amount will be invested.

22 Other HSBC Bank plc, Jersey Branch Remuneration

We also undertake the role of the Jersey sub-distributor of the Funds for which we are paid a distribution fee of 50% of the annual management fee. We receive the payment of the annual management fee from the UK distributor, HSBC Global Asset Management (UK) Limited. The payment of the distribution fee is made mon-thly and is calculated pro rata to the value of the Shares. Gross annual management fee rates range from 0.50% to 1.75% per annum as specified in the prospectus of the relevant Fund. We are not paid a distribution fee in relation to the B share class.

Occasionally, we may benefit from non-financial incentives, such as corporate hospitality and training. We maintain strict policies to control how benefits of this type are managed to protect the interests of customers. Further information may be available on request. Please also refer to the relevant “Key Investor Information Document”.

23 Aggregation

We may combine (aggregate) orders in respect of your Shares with those orders of other customers. We would only aggregate your orders with those of other customers where we reasonably believe that it is in the overall best interests of all the customers concerned. However, the effect of the aggregation may operate on some occasions to your disadvantage in relation to a particular order.

24 Conflicts of Interest Policy

It is possible that other members of the HSBC Group could have interests in the arrangements contemplated by these Terms and Conditions that could conflict with your own. For example, an HSBC Group Company may act as an investment manager for HSBC Global Investment Funds and receive a fee for doing so. We maintain arrangements for the management of conflicts of interest so that they do not adversely affect your interests. An appropriate summary of that policy as at the date of these terms is shown below.

The HSBC Group is a global organisation which provides a wide range of financial services. As such, it, or a company with whom it has an association (“HSBC”), may from time to time have interests which conflict with its clients’ interests or with the duties that it owes to its clients. These include conflicts arising between the interests of HSBC, its associates and employees on the one hand, and the interests of its clients on the other, and also conflicts between clients themselves.

HSBC has established procedures which are designed to identify and manage such conflicts. These include organisational and administrative arrangements to safeguard the interests of clients.

A key element of this policy is that persons engaged in different business activities involving a conflict of interest must carry on those activities independently of one another.

Where necessary, HSBC maintains arrangements which restrict the flow of information to certain employees in order to protect its clients’ interests and to prevent improper access to client information.

HSBC may also deal as principal for its own investment account and may be matching transactions with another client.

Procedures are in place in order to protect the client’s interest in this instance.

In some cases, HSBC’s procedures and controls may not be sufficient to ensure that a potential conflict of interest does not damage a client’s interests. In these circumstances, HSBC may consider it appropriate to disclose the potential conflict to the client and obtain the
client’s formal consent to proceed. However, HSBC may decline to act in any circumstance where there is residual risk of damage to the interests of any client. You may have further questions which relate to the underlying procedures within HSBC. In such cases, you should contact us at the details provided below.

25 Language
We will always communicate with you in English documentation and other information will always be provided in English.

26 Money Laundering
By law, we, the Funds and the Nominee are bound to abide by specific legal and regulatory provisions aimed at the prevention of the laundering of money representing the proceeds of criminal activity. To comply with current legislation, we are required to ascertain the nature and details of your occupation or employment, how you generate your income and your business activities. We are also required to obtain proof of your identity and residential address. You agree to provide the relevant information required by us at the time of opening an account with us and to provide updated information at any time thereafter whilst holding an account with us.

27 Income & Reporting
Under the Common Reporting Standard (“CRS”), financial institutions are required to identify customers who appear to be tax resident outside of the country where they hold their accounts and products, and report certain information to our local Tax Authority. The local Tax Authority may then exchange that information with the Tax Authority(ies) where you are tax resident. If you are unsure about your tax status, we suggest you seek guidance from your local tax adviser.

28 Variation of these Terms and Conditions
28.1 You agree that we may vary the terms of these Terms and Conditions without giving prior notice to you in circumstances where we consider that the variations are for the benefit of you alone. Where any proposed variations may be considered to be for the benefit of anyone other than you, the procedure outlined in clause 28.2 below will be followed.

28.2 We may vary these Terms and Conditions on giving at least 30 days’ written notice to you when we have a valid reason to do so, such variations to take effect on the date specified in the notice. If you do not wish to accept the changes to these Terms and Conditions, you must tell us before the changes take effect and we will treat this as notice from you to end these Terms and Conditions and close your Account and transfer holdings free of charge.

29 Termination
29.1 We may terminate these Terms and Conditions by giving 30 days’ notice in writing to you. You may terminate these Terms and Conditions by giving 30 days’ notice in writing to us.

29.2 We may, on written notice to you, exercise any or all of the rights on the occurrence in our opinion of any of the following events:

(a) any breach of these Terms and Conditions by you; or
(b) any failure by you or (if there is more than one of you) any of you to pay monies of whatever nature when due under these Terms and Conditions; or
(c) the filing of a petition of bankruptcy, winding up or the commencement of any analogous proceedings against you or (if there is more than one of you) any of you; or
(d) any dispute or proceedings between us and you or (if there is more than one of you) all or any of you; or
(e) if you have seriously or persistently broken any of the Terms and Conditions, including where:

(i) you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
(ii) your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
(iii) you are, or we reasonably suspect you may be, acting fraudulently; or
(iv) your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account; or
(v) you were not entitled to open your account or take out your service; or
(vi) you have not provided us with adequate information required to determine your tax liability (within Jersey, UK and, where appropriate, overseas); or
(vii) if we reasonably consider that by continuing its business relationship with you, we may break a law, regulation, code, court order or other duty; or
(viii) we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency; or
(ix) any other matter or event, including any regulatory requirement, which, in our opinion, renders termination necessary or advisable in our interests.

29.3 In serving notice to you, we shall not be required to give a reason to you for doing so.

29.4 On the occurrence of any of the events described, we may cancel any outstanding instruction(s) at our discretion.

29.5 Any termination of these Terms and Conditions and any sale of Fund Shares, whether or not following termination, shall be without prejudice to our rights to settle any liability incurred by you under these Terms and Conditions or by us on your behalf prior to termination.

29.6 Neither we nor the Nominee will be responsible for any loss or reduction in the price of the Shares as a result of them being sold by the Nominee on our behalf in ending our relationship.

30 Applicable Law and Jurisdiction
30.1 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Jersey. The parties submit to the non-exclusive jurisdiction of the Courts of the Island of Jersey.

30.2 Please note that as this service is provided from Jersey, the rules and regulations which govern this service are primarily those of Jersey rather than the UK. Further information about the regulatory regime applicable to this service is available on request. HSBC Bank plc, Hong Kong Branch, is licensed by the Hong Kong Monetary Authority as an Authorised Institution in Hong Kong. We are required to advise you that if you undertake Deposit or Investment Business with any non UK members of the HSBC Group, including our offices in the Channel Islands and the Isle of Man, you will not benefit from the protection of the rules and regulations made under the UK’s Financial Service and Markets Act 2000, including the UK Financial Services Compensation Scheme. Deposits made with our office in Jersey are not protected deposits under the Hong Kong Deposit Protection Scheme and are not protected by such scheme.
30.3 HSBC Bank plc, Jersey Branch, is a participant in the Jersey Bank Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details of the scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs, or on request. The Jersey Bank Depositor Compensation Scheme does not extend to investments and therefore does not provide protection for investments through Freedom Plus.

31 Contact information & Complaints

Contact us – we’re here to help

We are committed to providing you with a first-class service and effectively delivering the products and services you need. Even with the best intentions, we know things can go wrong. So, if you have a query or if for any reason you are not entirely satisfied with any aspect of our service, please let us know as soon as possible. We will investigate the situation and where necessary, set about putting things right as quickly as possible. We may also take steps to avoid similar problems happening in the future.

Your views are important to us and your feedback is key to improving the products and services we offer.

Telephone our Customer Care Team

+44 1534 616028

Our Customer Care Team is open Monday to Friday, 8am - 5pm (UK time). Outside of these hours, our 24/7 Contact Centre is here to assist you.

To help us continually improve our service, and in the interest of security, we may monitor and/or record your communication with us.

Online

If you’re an existing customer and use our Online Banking Service, you can use the Contact Centre to send us a Secure Message once you have logged on. Alternatively, you can email us at: expat.customer.relations@hsbc.com

Post

Write to us at the following address:
Service Recovery Team
HSBC Bank plc, Jersey Branch
HSBC House, Esplanade
St Helier, Jersey JE1 1HS
Channel Islands.

Our complaints process

We’re always disappointed to hear that something has gone wrong.

Your views are important to us and your feedback is key to improving the products and services we offer.

If you’re not happy and need to make a complaint, here’s how:

By Phone

Service Recovery Team
Open Monday to Friday 8am – 5pm (UK Time)
+44 1534 616 028

Online

Log into internet banking and send us a secure email.
Email us at expat.customer.care@hsbc.com

Letter

Please include your name, address, postcode and your preferred contact number – but not your account details – and write to:
Service Recovery Team
HSBC Bank plc, Jersey Branch
HSBC House, Esplanade
St Helier, Jersey JE1 1HS
Channel Islands.

What happens when you first complain?

We aim to resolve customer concerns and problems straight away, but more complex matters can take longer.

Where we need to look into the matter in more detail, we’ll send you an acknowledgement email within five working days. This will explain what will happen next and when you can expect to hear from us again. When we’ve completed our investigation, we’ll contact you and follow up with a full written response.

Although we will normally be able to resolve concerns much earlier, on occasion if we’re unable to, we’ll contact you with an update on a regular basis. We aim to resolve your complaint within eight weeks of first receiving it and in any event with three months.

What can you do if you’re not satisfied with the response to your complaint?

If you feel we haven’t resolved things properly, please tell us. We would appreciate one last chance to put things right. If we’ve misunderstood something, a further review may help us resolve the complaint to your satisfaction.

Alternatively you can ask the Channel Islands Financial Ombudsman to review the situation.

The Channel Islands Financial Ombudsman is a free, independent service that looks into disputes between financial businesses and their customers.

Our short letter of confirmation or written full response to your complaint will provide you with the details to refer your concerns to the Channel Islands Financial Ombudsman. If you are going to do this, then you should do so within six months of the date of the letter.

You can contact the CiFO at:
Channel Islands Financial Ombudsman
P O Box 114
Jersey
JE4 9QG
Channel Islands

Website: http://www.ci-fo.org
Email: enquiries@ci-fo.org
Jersey local phone: 01534 748610
Guernsey local phone: 01481 722218