

Triodos Bank.
These are our Terms
and Conditions for
the Triodos Innovative
Finance Individual
Savings Account.

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1. Introduction

- 1.1. These Triodos Innovative Finance Individual Savings Account Terms and Conditions govern your Triodos Innovative Finance Individual Savings Account(s) with Triodos Bank UK Limited.
- 1.2. An Individual Savings Account (ISA) is a scheme of investment managed in accordance with the ISA Regulations by the ISA manager under terms agreed between the ISA manager and the investor as set out in these Triodos Innovative Finance ISA Terms and Conditions.
- 1.3. The Triodos Innovative Finance ISA enables your Eligible Innovative Finance ISA (IFISA) Investments to be held within a tax-efficient savings account. Only Eligible IFISA Investments available through the Triodos Crowdfunding Platform can be held in a Triodos Innovative Finance ISA.
- 1.4. These Triodos Innovative Finance ISA Terms and Conditions form part of the agreement between you and us.
- 1.5. We will not provide, and you do not expect, personal financial advice about the suitability of an account or the investments you hold within your Triodos Innovative Finance ISA.
- 1.6. As you can only open a Triodos Innovative Finance ISA through our Triodos Crowdfunding Platform, you will need to read and accept both these Triodos Innovative Finance ISA Terms and Conditions and the Triodos Crowdfunding Platform Terms and Conditions in order to open your Triodos Innovative Finance ISA Account with us. These Triodos Innovative Finance ISA Terms and Conditions are in addition to the Triodos Crowdfunding Platform Terms and Conditions which can be found at www.triodoscrowdfunding.co.uk/platform-terms-and-conditions.
- 1.7. If you are in any doubt about any issue relating to IFISAs or your eligibility to hold

an IFISA, you should consult the HMRC Website at www.gov.uk/individual-savings-accounts.

2. Meaning of words

- 2.1. In these Triodos Innovative Finance ISA Terms and Conditions, a number of words and phrases have a special meaning, which is explained here.
 - **'you'** and **'your'** refers to each person who is named as the Account holder;
 - **'we'**, **'us'**, **'our'** and **'Triodos Bank'** refers to Triodos Bank UK Limited incorporated under the laws of England and Wales;
 - **'Account'** means your account(s) held with us;
 - **'Additional Permitted Subscription'** means an additional Subscription which you can apply to make into your Triodos Innovative Finance ISA following the death of your spouse or civil partner;
 - **'Business Day'** means any day other than Saturdays, Sundays or public holidays;
 - **'Calendar Day'** means any day of the week from Monday to Sunday;
 - **'Client Money Account'** means the aggregated bank account where your money is held, segregated from our own funds in accordance with the Financial Conduct Authority's client money rules. This means that in the unlikely event that Triodos Bank was to become insolvent, any monies held on that Client Money account on your behalf would be fully protected from other claimants. The account provider is Barclays Bank PLC. Barclays Bank PLC is a public limited company incorporated in England with registered number no. 01026167 whose registered office is at 1 Churchill Place, London, England, E14 5HP and is authorised by

the Prudential Regulation Authority and regulated by the Financial Conduct Authority (with Financial Services Register number: 122702);

- **‘Electronic Wallet’** means the functionality on the Triodos Crowdfunding Platform which allows you to see, use and manage your cash in the Client Money Account;
- **‘Eligible IFISA Investments’** means Investments that are eligible to be held within an IFISA in accordance with ISA Regulations;
- **‘Guidance’** means the Guidance Notes for ISA managers issued by HMRC from time to time;
- **‘HMRC’** means His Majesty’s Revenue and Customs;
- **‘IFISA’** means an Innovative Finance Individual Savings Account opened and operated in accordance with the ISA Regulations;
- **‘IFISA Wallet’** means the electronic wallet that relates to cash in your Triodos Innovative Finance ISA;
- **‘Investments’** means the bonds, loan agreements, shares or other investments, each of which will be detailed in related offer documents on our Triodos Crowdfunding Platform;
- **‘ISA Regulations’** means the Individual Savings Account Regulations 1998 (as replaced, amended or updated from time to time);
- **‘ISA’** means an individual savings account opened and operated in accordance with the ISA Regulations;
- **‘Issuer’** means the entity or company which registered users apply to invest in or lend to, and which issues the Investments. The Issuer will also be identified in the related offer document;

- **‘Subscriptions’, ‘Subscribed’, ‘Subscribe’** means any cash invested or to be invested in your Triodos Innovative Finance ISA in accordance with the ISA Regulations and these Triodos Innovative ISA Terms and Conditions and where applicable, to an Additional Permitted Subscription;
- **‘Triodos Crowdfunding Platform’** means the Triodos Crowdfunding Platform at triodoscrowdfunding.co.uk;
- **‘Triodos Innovative Finance ISA Terms and Conditions’** means these Terms and Conditions;
- **‘Triodos Innovative Finance ISA’** means an innovative finance individual savings account (IFISA) opened and maintained in accordance with these terms and conditions, the ISA Regulations and any guidance from HMRC;

3. HMRC requirements

- 3.1. These Terms and Conditions are based on our understanding of current law and HMRC practice. These may change in the future and the favourable tax treatment of ISAs may not be maintained. Be aware that tax and ISA rules can change and that any benefits will depend on your circumstances.
- 3.2. Triodos Bank UK Limited will be your ISA manager. We will manage your Triodos Innovative Finance ISA in accordance with the ISA Regulations.
- 3.3. Your ISA will be an Innovative Finance ISA.
- 3.4. A Triodos Innovative Finance ISA is available in any tax year (i.e. period starting on 6 April of one year and ending 5 April of the following year) only to an individual aged 18 or over (on date of investment) who is a UK resident or a Crown employee, such as a diplomat or member of the armed forces, who is working overseas but paid by the government, or the spouse or civil partner of a Crown employee.

- 3.5. The Triodos Innovative Finance ISA may only be held in your sole name, it is not available as a joint Account, and you may not hold an account on behalf of another person, group or organisation.
- 3.6. To open your Triodos Innovative Finance ISA, we must receive your validly completed ISA application, together with your payment (which can take the form of a cash deposit or a cash transfer in from another ISA manager) for any amount up to the maximum annual subscription allowance for an IFISA (unless it's a transfer in accordance with the ISA Regulations from an existing ISA) plus any charges payable to your independent financial adviser. An application may be made on your behalf at our discretion including, for example, where you have granted a lasting power of attorney in respect of your affairs. You can find out how to add a Power of Attorney to an existing Account at www.triodos.co.uk/help/supporting-you/power-of-attorney.
- 3.7. In accordance with the ISA Regulations, you are not eligible to apply for an ISA if you have already subscribed the maximum available ISA allowance in the same tax year as you are applying for this ISA. However, subject to acceptance, you will be able to:
- Transfer cash held in an existing Innovative Finance ISA from another ISA manager to the Triodos Innovative Finance ISA (in circumstances where this is permitted under the ISA Regulations), or
 - Transfer an existing cash and/or stocks and shares ISA to the Triodos Innovative Finance ISA.
- 3.8. ISA investments will be, and must remain, in your beneficial ownership, meaning that you retain ultimate control of them. Your ISA investments must not be used as security for a loan.
- 3.9. As an HMRC requirement we will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Triodos Innovative Finance ISA Terms and Conditions is competent to carry out those functions and responsibilities. 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 under the ISA Regulations.
- 3.10. We will notify you if your Triodos Innovative Finance ISA has become 'void' by reason of any failure to satisfy the provisions of ISA Regulations. If we close your Triodos Innovative Finance ISA, we must follow the ISA Regulations. If we believe that there are exceptional circumstances that require us to urgently close your Triodos Innovative Finance ISA, we may do so without prior notice. We will not be liable to you for any loss, liability or damage that you suffer as a result of closing the Triodos Innovative Finance ISA. We will give you all relevant information and certificates that relate to tax that you need under the ISA Regulations.
- 3.11. We reserve the right to decline an application to open an Account from you or any deposit on any grounds that we consider reasonable including, without limitation, the failure to provide the necessary documents to verify your identity.
- 3.12. You acknowledge that, in accordance with the Guidance, your Triodos Innovative Finance ISA cannot go into cash deficit.
- 3.13. Any cash sums held within your Triodos Innovative Finance ISA, whether as a result of a cash Subscription or any repayments from Investments through the Triodos Crowdfunding Platform, shall be held in pounds sterling in the Client Money Account. Each individual holder of a Triodos Innovative Finance ISA Investment will be recorded and accounted for separately. Your money will be held in the Client Money Account as with all money held via the Triodos

Crowdfunding Platform. The terms on which we hold your money are set out in the Triodos Crowdfunding Platform Terms and Conditions at paragraph 4.10.

- 3.14. If you become a non-UK resident, have ceased to perform duties as a Crown employee serving overseas, or have ceased to be married to, or in a civil partnership with, such a person, you do not need to close your existing Triodos Innovative Finance ISA. You will still be able to withdraw funds from your Triodos Innovative Finance ISA but you can no longer Subscribe to it.
- 3.15. We have no lien (legal claim) over the Investments and we will not deposit, pledge or charge your investment for any loan.
- 3.16. To the extent permitted by the ISA Regulations, we will not permit the transfer of any Investment from the Triodos Innovative Finance ISA to a third party ISA manager. We will require you to arrange for the sale or redemption of any Investments and will then permit transfer only of cash proceeds of such sale or redemption.
- 3.17. We will inform you if your Triodos Innovative Finance ISA has or will lose its tax exemption through any failure to meet the ISA Regulations. If an investment which was previously allowed under the ISA Regulations ceases to be allowed, we will notify you and request your instruction to either sell the investment (where possible and subject to liquidity) and reinvest the proceeds in the account, or transfer it out of your Triodos Innovative Finance ISA.
- 3.18. You can only open a Triodos Innovative Finance ISA through the Triodos Crowdfunding Platform.
- 3.19. Any documents evidencing your title to Investments will be emailed to you for safekeeping. Copies can be viewed and downloaded from your Triodos

Crowdfunding Platform Account. We are not safeguarding your Investments.

- 3.20. We do not accept liability for any default or mistakes by any third party, other than an associate of us, who is the nominal holder, or has some other form of custody, of your registered investments.

4. Investing into the Triodos Innovative Finance ISA

- 4.1. All Subscriptions to the Triodos Innovative Finance ISA must be in cash and denominated in sterling. You can make payments into the Triodos Innovative Finance ISA in the same way as you can make payments into the Triodos Crowdfunding Platform. Please see the Triodos Crowdfunding Platform Terms and Conditions at paragraph 4.10.
- 4.2. Only cash and Eligible IFISA Investments available on the Triodos Crowdfunding Platform can be held in your Triodos Innovative Finance ISA.
- 4.3. There is no minimum initial subscription amount for the Triodos Innovative Finance ISA, although under the terms of the Investments for each of the Issuers there will be minimum subscription amounts.
- 4.4. The maximum you can Subscribe to your Triodos Innovative Finance ISA is the maximum ISA limit per tax year as prescribed in the ISA Regulations. The current investment limits and permitted combinations of ISAs can be found at www.gov.uk/individual-savings-accounts/overview.
- 4.5. Exceeding these limits or the permitted combination of ISA types may lead to the Subscriptions being invalid.
- 4.6. If money is Subscribed into your Triodos Innovative Finance ISA which exceeds the amount prescribed in the ISA Regulations

other than as a result of interest or dividends on Investments into which the Triodos Innovative Finance ISA has been invested, then the excess Subscription will be transferred to your Electronic Wallet.

- 4.7. Cash in your Electronic Wallet can be transferred into your Triodos Innovative Finance ISA subject to the maximum ISA limit per tax year as per clause 4.4.
- 4.8. You cannot transfer existing bonds or shares from any other type of account you hold with us into your Triodos Innovative Finance ISA as the Guidance prohibits the transfer of assets into an IFISA.

5. Withdrawals from your Triodos Innovative Finance ISA

- 5.1. You may make withdrawals of any cash held in your Triodos Innovative Finance ISA, including interest payments that have not yet been reinvested. However, you cannot withdraw money which is held in any Investment until the capital and interest have been repaid by the Issuer, in whole or in part, or you sell the Investment, subject to liquidity, if you can find a person to buy it from you.
- 5.2. Withdrawals from the Triodos Innovative Finance ISA will be made by way of electronic bank transfer in accordance with the Triodos Crowdfunding Platform Terms and Conditions.
- 5.3. The Triodos Innovative Finance ISA is a flexible ISA, which allows cash to be withdrawn and replaced in the same tax year, without the replacement counting further towards your ISA subscription allowance for that tax year.
- 5.4. Cash withdrawn from the Triodos Innovative Finance ISA by you or your agent cannot normally be reinstated and benefit from ISA treatment, except (i) if you pay it back within the same tax year or (ii) where you were attempting to transfer

the ISA or (iii) you were incorrectly advised by the outgoing or incoming ISA manager to withdraw the relevant money. With the prior approval of HMRC, it may be possible to reinstate an IFISA that has been closed in error.

6. ISA transfers

- 6.1. Transferring an existing ISA to a Triodos Innovative Finance ISA
- You may transfer money into your Triodos Innovative Finance ISA from an existing ISA held at Triodos or with another provider (subject to acceptance). You cannot transfer an ISA by closing your current ISA and paying the proceeds into a new IFISA.
 - You may transfer a combination of all or part of current and/or previous years' subscriptions, subject to the conditions of your old ISA manager.
 - An online transfer-in form will need to be completed which is available under your account tab on the Triodos Crowdfunding Platform. You will then need to return the form to us electronically by uploading a scanned copy to the Triodos Crowdfunding Platform, or by sending the original by post to Triodos Bank, Deanery Road, Bristol, BS1 5AS or to our freepost address 'Freepost TRIODOS BANK'. We can then request that the money be transferred to us from your existing ISA manager in accordance with your instructions and the ISA Regulations.
 - If you are transferring from a stocks and shares ISA or another Innovative Finance ISA, we will instruct your current ISA manager to sell the investments held with them and transfer the proceeds to us.
 - The transfer process will begin on the date of the transfer-in form referred

to above or the date you stipulate for us to begin the transfer process, whichever is later. We will then send your request for the transfer of money in your existing ISA to your existing ISA manager together with confirmation that we will accept the ISA transfer, within 5 Business Days of receiving your duly completed transfer-in form. The timescale for the transfer process to complete and for money to become available will be partially dependent on your existing ISA manager, and is likely to take up to 15 Calendar Days for a cash ISA and up to 30 Calendar Days for a stocks and shares ISA or an Innovative Finance ISA.

6.2. Transferring your IFISA from Triodos

- You can transfer money held in your Triodos Innovative Finance ISA to another provider by asking your new ISA manager to contact us with the appropriate transfer forms, subject to ISA Regulations and these Triodos Innovative Finance ISA Terms and Conditions. You may transfer a combination of all or part of current and/or previous years' subscriptions, subject to the acceptance of the new ISA manager.
- You may only transfer cash held in your Triodos Innovative Finance ISA to another ISA provider.
- You can choose the date money is transferred subject to us being allowed a reasonable period to implement that transfer. Unless we agree with you otherwise that reasonable period shall not be less than 15 Calendar Days nor shall it exceed 30 Calendar Days and shall be consistent with the requirements of the ISA Regulations.
- You may not transfer Investments, you may only transfer cash. So Investments must either have reached maturity or (if you can find someone to

buy them) be sold, subject to liquidity, and the cash proceeds be transferred out. There is no guarantee of liquidity and there is no secondary market on the Triodos Crowdfunding Platform. It is your responsibility to find a willing buyer and arrange the sale of any Investments you hold.

- Following receipt of the instruction to transfer cash held in your Triodos Innovative Finance ISA, cash held in your Triodos Innovative Finance ISA will be transferred to your new ISA manager.

7. Death or bankruptcy

- 7.1. In the event of your death or bankruptcy, ISA tax exemptions may be lost in circumstances set out in the ISA Regulations. Additional Permitted Subscriptions can be made for spouses or civil partners. We may support the setting up of a Triodos Innovative Finance ISA based on your Additional Permitted Subscription for your spouse or civil partner, subject to their being eligible to do so in accordance with these Triodos Innovative Finance ISA Terms and Conditions and the Triodos Crowdfunding Platform Terms and Conditions.
- 7.2. Your Triodos Innovative Finance ISA will be valued for probate as at the time of death and dealt with as instructed by your executors.
- 7.3. We may require a grant of probate or letters of administration before releasing any monies in your account to your executors.
- 7.4. In the event of your bankruptcy, ISA tax exemptions will no longer apply from the date on which a trustee in bankruptcy is appointed to manage your estate.
- 7.5. When we receive notification of your bankruptcy, we will close your Triodos Innovative Finance ISA. Any cash held in it will be transferred to your Electronic Wallet.

7.6. Whilst you are bankrupt, your trustee will have the authority to request that we sell any Investments held by you and/or send monies in your Triodos Innovative Finance ISA to them. Please note that Investments are illiquid and it may not be possible to transfer them for their original investment value or at all.

7.7. To the extent that we have separately and specifically agreed with you in writing that we will purchase or sell any specific Investment, any sale of assets by us from your Triodos Innovative Finance ISA will be at open market price, in accordance with the Guidance and you acknowledge that this is the only basis upon which any sale may be made.

8. Closing your Triodos Innovative Finance ISA

8.1. If you wish to switch ISA managers, it is important that you transfer your account rather than close it, as otherwise you will lose the ISA tax-free status of the contents of your Triodos Innovative Finance ISA.

8.2. If you have subscribed to your Triodos Innovative Finance ISA during a tax year and then close the Account, you will be able to re-open the account with us during the same tax year.

8.3. We may close your Account with immediate written notice to you if we are directed to close it by HMRC or otherwise in the circumstances referred to in our Triodos Crowdfunding Platform Terms and Conditions. We also reserve the right to close your Account with immediate written notice where our identification and address verification requirements have not been met or where no deposit at all has been made within 14 Calendar Days of the Account opening.

8.4. We may close your Account if you fail to operate your Account according to these

Triodos Innovative Finance ISA Terms and Conditions. If we close your Account, we will write to you and, unless there are exceptional circumstances, we will give you 30 Calendar Days' notice of our intention to close your Account.

8.5. We will wait for the remaining Investments to reach maturity within the Triodos Innovative Finance ISA and transfer the cash proceeds to your IFISA Wallet which you may then withdraw. If you can find someone to buy them you can arrange for the Investments to be sold, subject to liquidity, and the cash proceeds will be credited to your IFISA Wallet which you may then withdraw.

8.6. Subject to paragraph 8.7 below, if you or we close your Triodos Innovative Finance ISA, any cash will be transferred from your IFISA Wallet to your Electronic Wallet. Investments will still be held by you in accordance with the terms of your investment, but will not be held within the Triodos Innovative Finance ISA. You can then proceed to use the monies within the Electronic Wallet for investment in Investments or withdrawal as per our Triodos Crowdfunding Platform Terms and Conditions.

8.7. If your Triodos Innovative Finance ISA is closed at your request, you may leave the Account open until all tax due in respect of such Account is paid or close the Account and pay any tax due from your own resources.

9. Income

9.1. Income by way of interest earned from the Investments in your Triodos Innovative Finance ISA shall be credited to your IFISA Wallet. You can then proceed to use the monies within the IFISA Wallet for buying Investments or withdrawal as per our Triodos Crowdfunding Platform Terms and Conditions.

10. Selling investments

- 10.1. You may be able to sell existing Investments if you can find someone to buy them (there is no secondary market – the Investments are illiquid) and subsequently transfer the cash proceeds from the sale into your IFISA Wallet.

11. Changing your mind

- 11.1. If you change your mind about having a Triodos Innovative Finance ISA you can cancel it within 14 Calendar Days of opening the Account without affecting your annual IFISA subscription limit.
- 11.2. When your Account is cancelled within the cooling off period, any money in your IFISA Wallet will be credited to your Electronic Wallet. Upon such cancellation, you will be treated as having never made a subscription to the Triodos Innovative Finance ISA.
- 11.3. Once a valid Subscription has been placed for more than the cancellation period of 14 Calendar Days, it counts as a Subscription to an IFISA.

12. Charges

- 12.1. If we levy any charges on you (whether one-off charges, annual management charges or transaction fees) these charges, including levels of charges made in respect of your Account, will be set out in the Tariff of Charges for Crowdfunding.
- 12.2. If we change or introduce a new charge that affects your existing Account, we will inform you by email at least 30 Calendar Days before the changes take effect.
- 12.3. Subject to paragraph 12.4 below, any fees that we charge relating to the administration of your Triodos Innovative Finance ISA may, if you so wish and we

agree, be paid from money held outside of the Triodos Innovative Finance ISA.

- 12.4. Our fees and charges relating to the sale and purchase of Investments to or from the Triodos Innovative Finance ISA must be met from money held within the Triodos Innovative Finance ISA.
- 12.5. Where any rebate of fees and/or commission is paid other than within the Triodos Innovative Finance ISA, such as to you in cash or to another account AND you choose to invest this amount in the Triodos Innovative Finance ISA, you acknowledge that this investment would be counted as a new Subscription into your Triodos Innovative Finance ISA.

13. Changes to these Terms and Conditions

- 13.1. We may make changes to these Triodos Innovative Finance ISA Terms and Conditions. Any changes will be made in the same way as under paragraph 6.5 of the Triodos Crowdfunding Platform Terms and Conditions.

14. Regulatory information

Triodos Bank UK Limited, registered in England and Wales with no. 11379025. Registered Office: Deanery Road, Bristol, BS1 5AS, United Kingdom.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 817008. Authorisation can be checked on the Financial Services Register at www.fca.org.uk.

We are also registered with the UK Information Commissioner's Office with the registration number ZA495245.

15. Governing Law

- 15.1. This agreement shall be governed by English law and you can bring legal proceedings in the English Courts in relation to any claim arising from, or related to, your Triodos Innovative Finance ISA. If you live in Scotland you can bring legal proceedings in either the Scottish or the English Courts in relation to any claim arising from or related to your Triodos Innovative Finance ISA. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English Courts in relation to any claim arising from or related to your Triodos Innovative Finance ISA. We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country. We will communicate with each other in English.
- 15.2. We may be legally obliged to pass on relevant information on the account holders and their accounts to HMRC. If the account holder's tax residence is located outside the UK, HMRC may exchange this information with tax authorities of other jurisdictions. We may ask you to provide further information in relation to the tax residency of the account holder. If you do not respond to any requests for information, we may be required to report this to HMRC, who may exchange this information with tax authorities of other jurisdictions.
- 15.3. These Triodos Innovative Finance ISA Terms and Conditions are based on our understanding of current legislation and the practices of HMRC and HM Treasury as at the date the terms were written.
- 15.4. We will invest your money into the Triodos Innovative Finance ISA in compliance with the requirements of HMRC. This means we shall provide to HMRC all particulars of your Account which they may reasonably request and to exercise the duties and powers conferred to us under the ISA Regulations; these include all claims for repayment of, or credit against, tax in respect of the account as well as providing account management services including record keeping, reporting, dealing, compliance with the ISA Regulations and Rules of HMRC.
- 15.5. We may apply any cash and realise Investments (forming part of the Account) for payment of charges, reimbursement of expenses and payment of any tax in respect of your Account that you are bound to pay under the relevant regulations. We shall notify you if, by reason of any failure to satisfy the provisions of the relevant HMRC Regulation, your Account has or will become void for tax purposes.
- 15.6. As an HMRC requirement, we will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the terms agreed with you is competent to carry out those functions and responsibilities.

These Terms and Conditions were
last updated on 30 June 2024.

Telephone: **0330 355 0355**
www.triodos.co.uk

Calls to and from Triodos Bank may be
recorded for training and monitoring purposes.

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Deanery Road, Bristol BS1 5AS. Registered in
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Triodos  **Bank**

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