



**Beautifully built –
for enhanced growth**

- Linked to FTSE 100 Index growth
- Fixed investment term
- 100% capital protected at maturity
- Backed by Santander UK plc
- Suitable for direct, cash ISA, cash ISA transfer, SIPP, SSAS and Offshore Bond investments
- Early Bird Interest



CONTENTS

Key Features	4
Questions and answers	6
Further information	12
Terms and Conditions	15

LIMITED AVAILABILITY

- This is a limited offer and Cater Allen reserves the right to refuse an application once the Plan limits have been reached.
- Cater Allen also reserves the right to refuse any application at its absolute discretion.

For further information about the Enhanced Growth Plan and to download application forms visit www.caterallen.co.uk or call us on **0800 028 1200**.

KEY FEATURES OF THE ENHANCED GROWTH PLAN

IMPORTANT INFORMATION YOU NEED TO READ AND UNDERSTAND BEFORE YOU DEPOSIT FUNDS INTO THIS PLAN.

Cater Allen Private Bank is providing you with this important information to help you decide whether the Enhanced Growth Plan is right for you. You should read this document carefully so that you understand what you are buying, and keep it safe for future reference. We do not make or imply any recommendations regarding the suitability of this Plan.

These Key Features give you the main points about the Enhanced Growth Plan, in order to help you decide if this product is right for you, and if you want to take out the Plan.

Important information

The terms 'we', 'us', 'Cater Allen Private Bank', 'Cater Allen Limited', 'Cater Allen' and 'our' are used in these Key Features to refer to Cater Allen Private Bank.

If you need advice as to whether this Plan is suitable for you, you should consult a Financial Adviser. You may need to pay to do this.

Cater Allen does not offer advice or make any recommendations regarding this Plan.

Aims of the Plan

The Enhanced Growth Plan is a structured deposit designed to provide a return of your capital at maturity, plus growth potential linked to the performance of the FTSE 100 Index.

Your Original Investment will be returned if you leave it in the Plan for the full term.

Growth potential at maturity

When the Plan reaches maturity at the end of the term, it may provide an additional return related to the performance of the Index. This is determined by comparing the Initial Index Level with the Final Index Level. Please refer to the applicable Term Sheet for further details.

Your commitment

You should only contribute money you can leave untouched for the full term of the Plan.

Your deposit into the Plan must be at least the minimum amount specified in the Term

Sheet. The maximum deposit is £1 million. For applications in excess of £1 million in value please call us on 0500 009 462.

Risk Factors

- If you close your Plan early you may get back less than you paid in.
- Your Original Investment is held in a non-interest bearing designated account with Cater Allen Private Bank. All deposits held by Cater Allen are fully and unconditionally guaranteed by Santander UK plc. The guarantee is dependent upon the continued solvency of Santander UK plc.
- When the Plan reaches maturity at the end of the term, the use of averaging to calculate the Final Index Level can reduce the adverse effects of a falling market shortly before maturity or, on the other hand, it can also reduce the benefits of an increasing market or sudden market rises shortly before maturity. Please refer to the applicable Term Sheet for further details.
- Unless the performance of your Plan meets or exceeds the rate of inflation, the real value of your deposit will reduce.
- The levels and bases of taxation, and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances.
- If you die and your legal representatives choose not to hold the Plan until maturity, they may get back less than you paid in.
- There is no guarantee that the Index will rise or behave the way it has done in the past.

QUESTIONS AND ANSWERS

What is the Enhanced Growth Plan?

The Plan is a structured deposit provided by Cater Allen Private Bank (authorised by the FSA as a deposit taker [a bank]). As a deposit taker, Cater Allen has a legal obligation to pay the Plan returns at the end of the Plan's term.

Why choose the Enhanced Growth Plan?

The Plan is designed to enable you to benefit from potential growth in the Index, but with the peace of mind that your Original Investment will be returned at maturity, mitigating the risks usually associated with investing in equities directly.

Is this right for me?

We do not make or imply any recommendations regarding the suitability of this Plan. If you are in any doubt about the suitability of this Plan for your needs, you should seek professional advice from a Financial Adviser. You may need to pay to do this.

If you have any doubts about whether you can leave your money for the full term of the Plan (i.e. because you are ill, or elderly, or expect other calls on the monies held in the Plan), you should seriously consider whether this Plan is right for you.

This Plan may be suitable for you if:

- ✓ You have at least the minimum amount as set out in the applicable Term Sheet to deposit in the Plan.
- ✓ You do not need access to your money over the term of the Plan.
- ✓ You want a Plan suitable for direct, cash ISA, cash ISA transfer, SIPP, SSAS or Offshore Bond investments.

This Plan may not be suitable for you if:

- ✗ You are not looking for returns linked to the performance of the FTSE 100 Index.
- ✗ You want a regular income.
- ✗ You do not have any spare money for emergencies.
- ✗ You may need immediate access to your money.
- ✗ You want a known rate of return.
- ✗ You want to add to your Plan on a regular basis.
- ✗ You do not have at least the minimum amount as set out in the applicable Term Sheet to deposit in the Plan.

Who can invest?

You must be aged 18 or over to apply, and be resident in the United Kingdom for tax purposes.

Joint applications are allowed for two applicants only.

You can only apply to open a cash ISA in your sole name.

Trustees of Self Invested Personal Pension Plans (SIPPs), including Corporate Trustees, may apply for this Plan. UK companies, charities and trusts can also apply.

What will I get back?

If held to maturity, the Plan will return your Original Investment (please see definition of Original Investment on page 16) and may provide an additional return related to the performance of the FTSE 100 Index. This is determined by comparing the Initial Index Level with the Final Index Level. If the FTSE 100 Index has stayed the same or fallen at maturity, you will only receive back your Original Investment. Please refer to the applicable Term Sheet for further details.

Are there any charges?

There is no initial charge and all of your money will be fully invested in the Plan. Charges are already included in the product terms and won't

affect your Initial Deposit or your potential returns at maturity.

From these charges, if you have a Financial Adviser, an amount will be paid by Cater Allen as remuneration (commission) to your Financial Adviser. This does not affect your Initial Deposit or your potential returns at maturity. Financial Adviser commission is based on the Initial Deposit amount and does not include Early Bird Interest (please see the section 'Is there an incentive to invest in the Plan early?' on the following page for an explanation of Early Bird Interest). If less than the maximum commission is paid to your Financial Adviser, the difference will be added to your Initial Deposit. Commission rebates will not be accepted on cash ISA or ISA transfer monies. Please refer to the applicable Term Sheet for further details.

Will I receive dividends?

No, you will not receive any dividends as the FTSE 100 Index is a capital-only index and takes no account of dividend returns.

Will I receive income?

No. This Plan is designed to provide capital growth over a fixed term.

Is there an incentive to invest in the Plan early?

Early Bird Interest will be applied from the date that cleared funds are received, up to and including the day prior to the Commencement Date. Please refer to the applicable Term Sheet for details of the applicable rate.

If you cancel your Plan during the Cancellation Period no Early Bird Interest will be payable.

If monies are not held in a cash ISA then, for individuals, the interest earned prior to the Commencement Date will be subject to statutory deduction of tax at the basic rate. Subject to your particular tax status, further income tax may be due or refunded. If you are a higher or additional rate taxpayer the interest earned should be declared on your self-assessment tax return. If you are not a taxpayer and are entitled to receive Early Bird Interest gross (i.e. without tax deducted at source) you will need to ensure that we hold a valid Form R85 before the Commencement Date. The Form R85 would continue to remain valid to allow the maturity proceeds to be paid gross unless the Plan is de-registered, you die or become bankrupt. You can find a copy of this form online at www.hmrc.gov.uk/forms/r85.pdf

If you are a corporate applicant, Early Bird Interest earned prior to the Commencement Date will not be subject to deduction of income tax, however, it may be subject to corporation tax on the gross income.

For charities and pension funds, interest earned prior to the Commencement Date will not be subject to deduction of income tax. For applicants which are non-charitable trusts, any interest earned prior the Commencement Date will be subject to statutory deduction of income tax at the basic rate. Subject to the tax status of the trust, additional tax may be due or refunded.

If monies are held in a cash ISA or cash ISA transfer by individuals then any returns from the Plan and Early Bird Interest are not subject to tax and will be paid tax free.

The amount of Early Bird Interest invested will be rounded down to the nearest GBPO.01. It will be added to your Plan on the Commencement Date on a simple interest basis. Please seek your own advice as to how you should treat it for tax purposes.

Please remember the tax rules and allowances, including the favourable treatment of ISAs, can change in the future, which could affect what you get back.

What are the tax implications of this Plan at maturity?

Investments made into the Plan are liable for income tax when individual investors receive their maturity proceeds (or on earlier withdrawal or early repayment). The amount of any income tax will be calculated on the difference (if any) between the Original Investment and the amount you receive at maturity.

The amount of tax you will pay also depends on your individual circumstances, but you might lose some age related allowances, personal allowance or means tested benefits.

For individuals we will deduct tax at the rate for basic rate taxpayers from the maturity proceeds (or on earlier withdrawal). If you believe you are entitled to receive your maturity proceeds without deduction of tax, please complete the relevant version of Form R85 in order to allow any returns to be paid gross. The relevant section of Form R85 can be obtained from the HM Revenue & Customs (HMRC) website www.hmrc.gov.uk

If you are a higher or additional rate taxpayer you should declare any increase in the value of your Original Investment, on your self-assessment tax return.

However, if you have not already used your cash ISA allowance or paid into another cash ISA in the tax year, you could invest up to your annual cash ISA limit in the Enhanced Growth Plan as a cash ISA. You can also transfer your cash ISA from another provider. Under current legislation, you won't have to pay tax on any money you make from an ISA, and you don't need to mention an ISA on your tax return.

If the monies are held within a SIPP, SSAS or charity, under current legislation no tax will be payable on the monies at maturity (or earlier withdrawal) and they will therefore be paid gross of tax.

Companies will receive the proceeds on maturity gross of tax but may be subject to taxation on the maturity proceeds, dependent upon their particular tax circumstances.

Where the Plan is held by a non-charitable trust, we will deduct tax at the basic rate from the maturity proceeds (or earlier withdrawal). The trust may be subject to additional taxation or a tax refund, dependent upon its particular tax circumstances.

Please remember the tax rules and allowances, including the favourable treatment of ISAs, can change in the future, which could affect what you get back.

Please speak to your Financial Adviser about how you might be impacted by any tax matters.

What if I change my mind?

You can cancel the Plan during the Cancellation Period. We will send you a cancellation form at the start of your Plan with details of your cancellation rights and how to exercise them.

If you change your mind, fill in the form and return it within 14 days of receipt or write to us at: TTS Team, Cater Allen Private Bank, 9 Nelson Street, Bradford BD1 5AN.

If we do not receive your cancellation request within the 14 day deadline, your request will be treated as a closure which means that you may get back less than your Original Investment.

What if I need my money early?

The Plan should be held for the full term, until the Maturity Date. So if you think you'll need your money back before, then it's not right for you.

If you have to cash the Plan in earlier than the Maturity Date you may get back less than your Original Investment irrespective of the level of the Index at that time. You cannot cash in just part of the Plan – the whole Plan is encashed if you withdraw before maturity.*

There is a charge of £50 plus VAT if you withdraw before the Maturity Date (unless you cancel the Plan during the Cancellation Period).

Early withdrawal from your Plan may also incur further charges based on interest rates, market volatility, the level of the Index and other prevailing market conditions at the time of withdrawal, so the amount you receive, as determined on the relevant valuation date, may be less than the Original Investment, particularly during the early years of the Plan's term. Cater Allen can supply the details of the amounts you will receive back on receipt of a request for early withdrawal.

* There is an exception for Life Companies and Platforms who are generally permitted to cash in part of the Plan. Please refer to the application form for terms applicable to partial withdrawals.

What happens if I die?

Your Plan would be dealt with in accordance with the instructions of your personal representatives. It could be closed, in which case they may receive less than the Original Investment, or transferred to the name of a beneficiary until the end of the term. The value of your Plan at date of death will be included in your estate for inheritance tax purposes. There is an administrative charge of £50 plus VAT in the event that your personal representatives require that the Plan is encashed early.

How will I know how my Plan is doing?

We will send you confirmation of your Plan within ten working days of receiving and accepting your completed application and payment into the Plan. Then, we will send you a statement every year so you can see how your Plan is doing. Indicative daily valuations are also published at www.caterallen.co.uk

What happens when the Plan matures?

We will write to you at least 30 days before the Maturity Date of your Plan to explain your options. We can pay the amounts to you or re-invest them in another product selected by you or your Financial Adviser.

When will my money be available?

Your money will be available for re-investment or payment to you within 14 days of the Maturity Date.

Where can I find out more about the Plan?

You can contact us as follows:

- call us on 0800 028 1200 (7.00am to 11.00pm, 7 days a week),
- go to our website at www.caterallen.co.uk/structured-products
- or alternatively write to us at: TTS Team, Cater Allen Private Bank, 9 Nelson Street, Bradford BD1 5AN.

FURTHER INFORMATION

Law

The Law of England and Wales governs the relationship with you prior to the conclusion of the Plan. The Plan is governed by the Law of England and Wales.

Complaints

A copy of our complaints procedure is available on our website or by calling us on 0800 092 3300.

If you ever have cause to complain please contact us, either by telephone or by writing to us at Cater Allen Private Bank, FREEPOST ANG40024, Bradford, BD1 5WL. We will try to resolve your complaint straight away, but if this isn't possible we will acknowledge it within five working days, and aim to send you our final response within eight weeks.

If you remain dissatisfied after we have issued a final response, or if we have not sent you a final response within eight weeks, you can contact the Financial Ombudsman Service (FOS). Details of how to complain to the FOS are available at: www.financial-ombudsman.org.uk or you can write to them at:

South Quay Plaza
183 Marsh Wall
London E14 9SR

Further information about this service will be provided with our final response letter.

Our complaints procedure is simple to follow, so that you should not have to use a solicitor or seek professional help. If you do choose to do this, you will be responsible for these costs.

A leaflet detailing our complaints process will be sent with the acknowledgement of your complaint. Copies are also available from our website: www.caterallen.co.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a Joint Account held by two eligible

depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with Cater Allen Private Bank, including their share of any joint account, and not to each separate account. For further information about the scheme (including the amounts covered and eligibility to claim) please call us on 0800 092 3300, refer to the FSCS website www.FSCS.org.uk or call 0207 741 4100 or 0800 678 1100.

Alternative formats

Cater Allen is able to provide literature in alternative formats. The formats available are large print, Braille, audiotape and PC disk. If you would like to register to receive correspondence in an alternative format, please contact us on 0800 028 1200.



TERMS AND CONDITIONS

These Terms and Conditions, together with your Application Form and the Plan Guide, which includes the Key Features and applicable Term Sheet, comprise the agreement under which we will manage your Plan.

1 Definitions

In these Terms and Conditions the following words mean:

Business Day

Any day other than a Saturday, Sunday or any day which is a public holiday in England.

Cater Allen Private Bank, Cater Allen Limited or Cater Allen

The provider of the designated bank account into which your Initial Deposit is paid, and the provider of the Plan.

Commencement Date

The date when the Initial Index Level is taken. Please refer to the applicable Term Sheet for further details.

Final Index Level

The average of the closing levels of the Index over 13 selected dates during the last year of the Plan. Please refer to the applicable Term Sheet for further details.

FSA

The Financial Services Authority, which is a non-governmental body given statutory powers by the Financial Services and Markets Act 2000.

Index

The FTSE 100 Index, which is a capitalisation weighted index of the 100 most highly capitalised companies traded on the London Stock Exchange. The FTSE 100 Index is a capital-only index and takes no account of dividend returns. This product is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited.

Initial Deposit

The amount you pay into the Plan with your application.

Initial Index Level

The closing level of the Index on the Commencement Date. Please refer to the applicable Term Sheet for further details.

ISA

An Individual Savings Account, operated and maintained by Cater Allen Private Bank in accordance with the Individual Savings Account Regulations 1998 (as amended from time to time).

Maturity Date

The date on which the Plan term ends. Please refer to the applicable Term Sheet for further details.

Original Investment

The Initial Deposit plus any rebated Financial Adviser commission and any Early Bird Interest you earn up to and including the day prior to the Commencement Date. This amount is held on deposit with Cater Allen.

Plan

A structured deposit as held under these Terms and Conditions.

Santander group of companies

The group of companies owned directly or indirectly by the Santander group, which includes Cater Allen.

We, us and our

Cater Allen, which is authorised and regulated by the FSA for deposit taking.

You and your

A client who applies to make a deposit under these Terms and Conditions.

2 Your Plan

- 2.1 You may open a Plan if you are 18 years or over and are resident in the UK for tax purposes, or if you are a trustee of a registered pension scheme. UK companies, charities and trusts can also apply.
- 2.2 A maximum of two people may hold a Plan in joint names. In this case, you are liable (individually and together) for any money due to us, and both of you must sign to operate the Plan, unless you both authorise us in writing that we can accept one signature. Either of you may at a later date revoke this authority in writing. From then on we will need both signatures.
- 2.3 Applications for the Plan via a cash ISA can only be made by individuals and not jointly. ISA investments will be and must remain in the beneficial ownership of the investor and must not be used as security for a loan.
- 2.4 If applicable you may open more than one Plan. References to your Plan should be read as reference to each arrangement separately.
- 2.5 On the receipt of a duly completed application form and your Initial Deposit, we may accept your application subject to these Terms and

Conditions. We reserve the right to reject an application for any reason. If we do not accept your application, we will return your payment.

- 2.6 By signing the application form, you have chosen a Plan with the features (including the potential returns and risks) described in these Terms and Conditions and the Key Features. Your money is held on deposit by us and used to generate the returns offered by the Plan.
- 2.7 If we accept your application, we will open your Plan on the date on which we receive your Initial Deposit. If this date is not a Business Day, we will open your Plan on the next Business Day. If your Initial Deposit fails to clear we will cancel your Plan.
- 2.8 We do not provide advice to you in relation to your Plan. By accepting your application form we are not confirming that the Plan is suitable for you. You should seek financial advice if you are in any doubt as to whether the Plan is suitable for you.
- 2.9 We will classify you as a Retail Customer within the meaning of the FSA rules, unless we specify otherwise in correspondence with you.

3 Cancellation Rights

- 3.1 You will have the right to cancel your Plan within 14 days of receiving a notice from us of your right to cancel once we have accepted your application ('the Cancellation Period'). You will receive a full return of your Initial Deposit, unless your cancellation notice or written instruction is received after the Cancellation Period.

No Early Bird Interest will be paid if you cancel the Plan during the Cancellation Period.

If held in a cash ISA, please note that if you exercise this right in relation to the transfer of previous years' contributions to an ISA, all future tax advantages associated with it will be lost.

- 3.2 If you cancel after the Cancellation Period the cash in value will not be known and cannot be calculated until we process your surrender request. The cash in value takes into account factors such as interest rates, market volatility, the level of the Index and other prevailing market conditions. This list is not exhaustive and we may well take into account other factors wherever reasonable. The cash in value that you will receive will be the market

value of the Plan on the day that we process your surrender and not the value on the day your surrender request is received in writing. Requests are processed weekly, and, subject to normal market conditions, Cater Allen can take up to 30 calendar days to process the request.

Requests will be processed every Tuesday that is a Business Day. The cut-off for receiving the surrender request with all relevant details is midday on the Monday, also being a Business Day. Cater Allen can take up to 30 calendar days to process the request. The amount that you receive will be less than your Original Investment, particularly during the early years of the Plan. We will also charge an administration fee of £50 plus VAT. Therefore you may not be able to reclaim a full refund of your Original Investment after the Cancellation Period has passed.

Should you wish to obtain an indicative market value of your investment during the term, please call the Executive Team on 0800 092 5500 or visit us online at www.caterallen.co.uk/structured-products.

4 Subscriptions

- 4.1 You must invest in the Plan with your own monies. The minimum and maximum subscription amounts applicable to your Plan are set out in the applicable Term Sheet and Key Features.
- 4.2 All deposits must be made in a form that is acceptable to us.
- 4.3 The Plan will be open for a limited period and may be closed to further deposits without notice by us. In particular we may close the Plan to new business if the amount of deposits received exceeds any maximum set by us.

5 Cash held within your Plan

- 5.1 Your Original Investment will be held in a Cater Allen account designated in your name throughout the term of the Plan.

6 Final Maturity Date and Cash Proceeds

- 6.1 All amounts paid shall be rounded down to the nearest GBP0.01.
- 6.2 At the Maturity Date, we will return your Original Investment. The Plan may also provide an additional return. Any additional return will be calculated based on the Final Index Level,

that being the average of the closing levels of the Index over 13 selected dates during the last year of the Plan.

- 6.3 We will contact you at least 30 Business Days before the Maturity Date of the Plan to confirm what you want us to do with the cash proceeds arising. If you have requested the cash proceeds are remitted to you, we will endeavour to do this within 14 days of the Maturity Date, using the details we hold in our records for you.
- 6.4 Unless we have instructions to the contrary, we will hold your maturity proceeds in an interest-bearing account, at the rate to be announced in the letter to be issued in accordance with clause 6.3. If your Plan is held in an ISA, the ISA status of your maturity proceeds will be retained. This will be offered for a six month period following the Maturity Date. Then, these proceeds will be transferred into an account as per clause 7.1.

7 Unclaimed Maturity Proceeds

- 7.1 Any unclaimed maturity proceeds, unallocated funds and funds following early termination of the Plan six months after the Maturity Date will be placed in a non-interest bearing

designated account held with Cater Allen until we receive further instructions from you. These cash proceeds from your Plan will not earn interest or generate any growth. If your Plan is held in an ISA, the ISA status of your maturity proceeds will be retained.

- 7.2 You consent to any money held in a designated account being treated in accordance with applicable regulations.

8 Documents you will receive for your Plan

- 8.1 We will acknowledge in writing your application to open a Plan to the correspondence address provided in your application form. You will receive your cancellation notice with this acknowledgement.
- 8.2 You will also receive a statement every 12 months on the anniversary of the Plan. This will include a valuation of your Plan. The statement will be issued within 25 Business Days of the Valuation Date and will not include any measure of comparative performance.
- 8.3 In the case of a joint Plan, we will only send one 12 monthly statement to both of you, unless you tell us that you each require separate 12 monthly statements.

9 Withdrawals

- 9.1 No partial withdrawals are permitted from your Plan.
- 9.2 Due to the nature of the business undertaken by Life Companies and Platforms, partial redemptions will be permitted for investments placed by these entities. Life Companies and Platforms should refer to the Life Companies (Offshore Bond) and Platforms Application Form for terms applicable to partial withdrawals.
- 9.3 On receipt of a request to make a full withdrawal of your money from your cash ISA and pay it to you, we will usually send you your money within five Business Days, however you can stipulate a time after this period if you wish. Under the ISA Regulations, we can take up to 30 days to process your request. Early withdrawal of your money from the Plan will be treated as early termination with the consequences specified in clause 3.2.

10 Transferring out

- 10.1 By completing a Transfer Instruction form with another ISA Manager, in accordance with the ISA Regulations relating to transfers,

you may ask us, at any time, to transfer all your ISA to that ISA Manager. We will process your request within five Business Days of receipt, however you may request a date after this period if you wish.

- 10.2 In accordance with the ISA Regulations relating to transfers, on receipt of a request to transfer your money from your cash ISA to another ISA, we will send your money and accompanying information to your new ISA Manager within five Business Days from our receipt of the request from your new ISA Manager.
- 10.3 Except for any money we keep under clause 11.4 we will pay the proceeds to the other ISA Manager on a date we, you and the other ISA Manager agree. The transfer will also depend on the ISA Regulations, which for example, do not allow you to partly transfer payments made during the same Tax Year as the transfer.

11 Termination

- 11.1 You may instruct us in writing to terminate your Plan early before the Maturity Date. Following receipt, we will process your request within 30 Business Days from the date of notification.

11.2 You acknowledge that if you request the early termination of your Plan, the amount you receive back may be less than your Original Investment, irrespective of the level of the Index at that time, and less than you would receive if you were to hold your Plan until the Maturity Date. Further details regarding the consequences of early termination are set out in clause 3.2.

11.3 The Plan may be terminated by us:

- Immediately on giving written notice to you if, in our opinion, it is impractical to administer the Plan in accordance with FSA requirements, or you are in breach of FSA requirements.
- On giving one month's notice if you fail to pay any money due, or are in breach of any of these Terms and Conditions.
- On giving you three months' notice at any other time and for any other reason.
- We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, an ISA has or will become void.

11.4 On termination for whatever reason, we will account to you for the proceeds of the investment and will be entitled to retain any cash required to settle any transactions already initiated on your behalf and any outstanding fees. You will pay us any fees and transaction charges accrued to the date of termination as set out in the Key Features.

11.5 The cash proceeds from any early termination of your Plan will be remitted to you within 30 Business Days after the date we receive your request for the closure of your Plan. We can pay proceeds to you by transferring the amount to a bank account in your name, or cheque in your name. Any withdrawal proceeds will only be made payable to you and cannot be paid to any third party, unless agreed at our discretion.

12 Death

12.1 Should you die, your personal representatives or beneficiaries may request that your Plan be terminated. The value of your Plan on termination will be the market price as determined by the product provider, an administrative charge of £50 plus VAT will be levied on that amount. The value of the Plan may be less than the Original Investment.

- 12.2 In the event of your death we will permit your Plan to be assigned to a beneficiary. No charges are applied in this case.
- 12.3 The total value of your Plan forms part of your estate for inheritance tax purposes.
- 12.4 If a joint Plan holder dies, the Plan will continue in the name of the surviving Plan holder. In all circumstances we will only register the change in ownership when we receive a certified copy of the deceased Plan holder's death certificate.
- 12.5 If your Plan is held in an a cash ISA, in the event of your death, the tax-free benefits which apply to your ISA stop. Income Tax will have to be paid on any returns arising after the date of death.

13 Charges

- 13.1 The Plan charges are set out in the applicable Term Sheet for the Plan.
- 13.2 While your Original Investment will be returned at maturity, its cash value on early termination will be subject to charges which will depend on prevailing market conditions including, but not limited to, interest rates. As all charges are reflected in the terms offered,

the value of your Plan may be less than the amount originally deposited in it for a substantial part of the term of the Plan.

- 13.3 In addition, we will benefit from the rounding of returns as provided in Section 6. However, we reserve the right to introduce an additional charge in the future to cover any additional expenses incurred by us as a result of significant regulatory change.

In any event, no such charge will be introduced without giving you three months' written notice.

14 Conflicts of Interest

- 14.1 The FSA Principles of Business require that a firm must manage conflicts of interest fairly, both between itself and its customers and between one customer and another.
- 14.2 Cater Allen has a Conflicts of Interest Policy which fully meets this requirement. Cater Allen will identify conflicts and ensure these are properly managed in a fair manner. A copy of the Cater Allen Conflicts of Interest Policy is available on request.

15 Delegation of Functions

- 15.1 We may appoint any other third party to act in respect of any function relevant to administration of your Plan, though we must satisfy ourselves that any such third party is competent to carry out those functions or responsibilities. We shall take full responsibility for the actions and omissions of any such third party.

16 Commission

- 16.1 If you invest in a Plan through a Financial Adviser we will usually pay commission. The charges as set out in the Product Guide, Key Features and applicable Term Sheet provide for an amount of commission to be paid to your Financial Adviser. It is your responsibility to inform us of any change in your Financial Adviser to enable us to keep our records up to date.

17 Complaints

- 17.1 Any complaint with regard to the Account Manager should be addressed to: Cater Allen Private Bank, FREEPOST ANG40024, Bradford BD1 5WL in the first instance. If you are not satisfied with the manner in which the matter is addressed you can refer your complaint to:

The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Making a complaint will not prejudice your right to take legal proceedings.

- 17.2 We will provide you with details of our Complaints Procedure upon request, or automatically in the event that you make a complaint that is not satisfactorily resolved.

18 Compensation

- 18.1 If we cannot meet our financial obligations to you, you may be entitled to compensation under the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Details of your rights under this scheme are available from us on request, and further information is available from the FSA and the Financial Services Compensation Scheme.
- 18.2 The maximum cover available is £85,000 per authorised institution for a sole deposit account, or £170,000 per authorised institution for a joint deposit account.

19 Money Laundering

19.1 All transactions relating to products provided by Cater Allen are covered by the Anti Money Laundering Requirements. This means that we are responsible for compliance with these requirements. As a consequence, you may be required to provide proof of identity when buying or selling your Plan.

20 Obligations and Liability

20.1 We will exercise due care and diligence in managing your Plan. However, we will not be liable to you:

- (a) For any loss arising as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you, your Financial Adviser or other authorised representative.
- (b) for any loss, depreciation or fluctuation in the value of the investments held within the Plan.
- (c) For any performance or profitability of the Plan.

20.2 You agree to release, assume responsibility for and compensate us, and any other Santander group company, from and against any and all costs, claims, demands, taxes (save for taxes

in respect of trading profits), duties losses, expenses and liabilities incurred by us and/or them in any way in connection with your Plan. The exception will be where these arise as a result of our, or another Santander group company's, negligence, wilful default or breach of any statutory or regulatory obligations.

20.3 If we cannot provide the Plan because of something beyond our reasonable control (including without limiting the effect of the overall exclusion of liability, strikes, industrial action or the failure of equipment or power supplies) we will not be liable to you for any loss which you may suffer.

20.4 Certain events which occur during the term of the Plan may make it difficult or impossible to determine the level of the Index on the selected dates during the last year of the Plan which are used to define the Final Index Level. Such events include, but are not limited to:

- (a) the calculation or publication of an Index level by the Index sponsor being disrupted, altered or delayed;
- (b) a disruption occurring to the stock exchange to which the Index relates;

- (c) a fundamental change to the method of calculation of the Index;
- (d) the Index not being published for a number of consecutive days; or
- (e) an announcement that publication of the Index is to permanently cease.

We refer to such events as 'Market Disruption Events' and any day on which a Market Disruption Event occurs is referred to as a 'Disrupted Day'. If a day on which a level of the Index is due to be determined is a Disrupted Day, we may need to make adjustments to the method for determining the level of the Index for the purpose of calculating the Final Index Level. Examples of adjustments that may need to be made include, but are not limited to, postponing taking the level of an Index until the first day which is not a Disrupted Day, omitting the level of an Index, using a reasonable alternative method of calculating or estimating the level of an Index, or selecting an appropriate substitute index.

If we are required to exercise judgment as to whether a Market Disruption Event has occurred and to determine the appropriate

adjustments, we shall do so acting in good faith acting reasonably in accordance with the then prevailing market practice having regard to the circumstances giving rise to the requirement to make such adjustments.

If the Index sponsor publishes a correction to any Index level used to define the Final Index Level, to the extent there is sufficient time and it is reasonable to do so prior to the payment of the maturity proceeds, the corrected Index level will be used.

21 Assignment

- 21.1 We may transfer our rights and obligations under these Terms and Conditions to another company which is suitably authorised by the FSA on giving you 30 Business Days notice. Other than so permitted by clause 12.2, your rights and obligations under these Terms and Conditions are not assignable or transferable, unless specifically permitted by us.

22 Variation

- 22.1 We may vary these Terms and Conditions by giving you 30 Business Days written notice to comply with any changes in legislation and FSA rules, or if any changes are imposed on us by third parties associated with this Plan.

23 Governing Law

23.1 These Terms and Conditions are governed by the Law of England and Wales and will become effective on acceptance by us of your signed application form. Any disputes are subject to the exclusive jurisdiction of the Courts of England. All business is conducted in English.

24 Telephone Recordings

24.1 For your security telephone conversations may be recorded or monitored.





Cater Allen Private Bank is able to provide literature in alternative formats. The formats available are: Large Print (as recommended by RNIB), Braille, Audio Tape and PC Disk. If you would like to register to receive correspondence in an alternative format please contact us on 0800 028 1200. For the hard of hearing and/or speech impaired please use the Typetalk service via 18001 0800 028 1200.

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www.caterallen.co.uk/structured-products

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