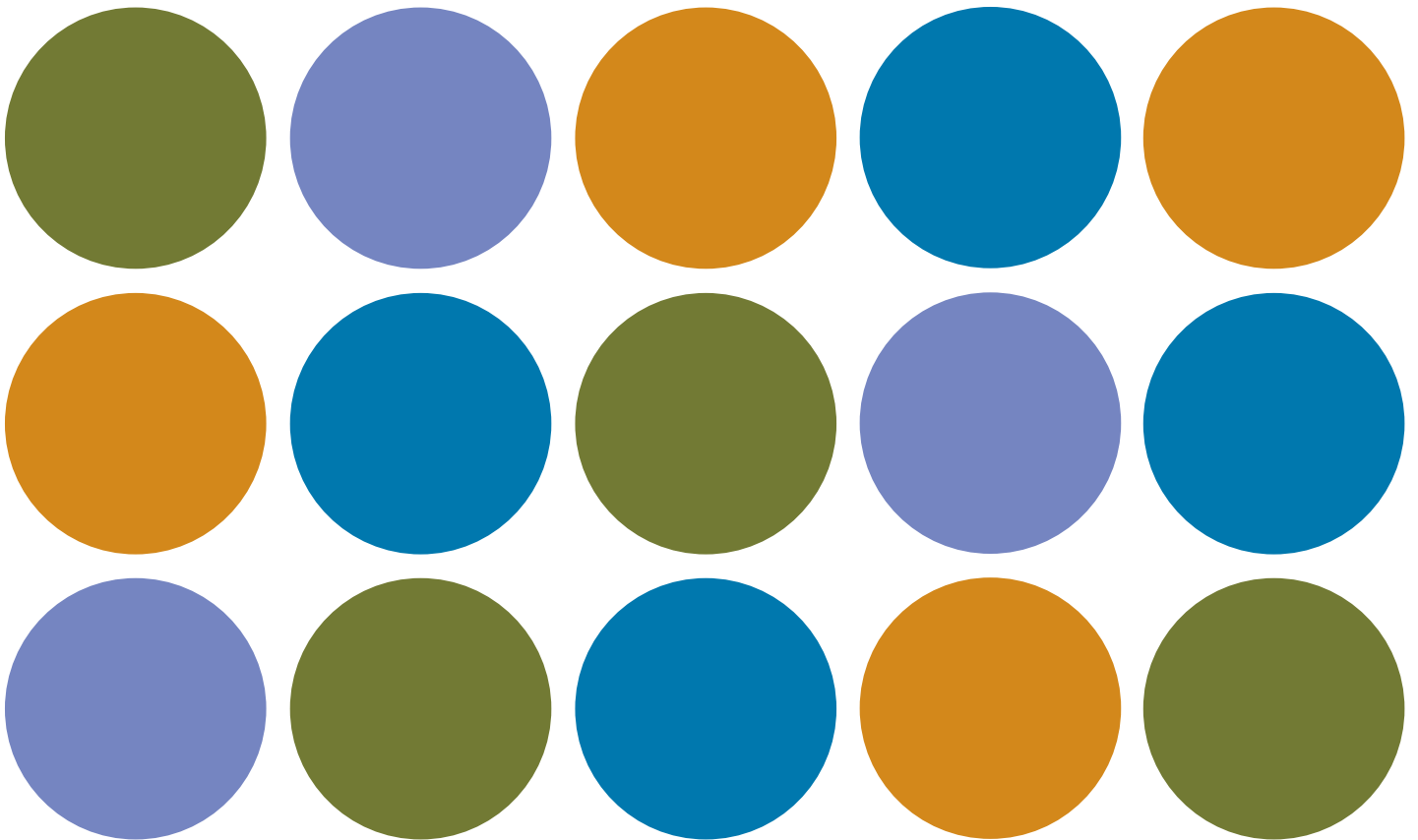
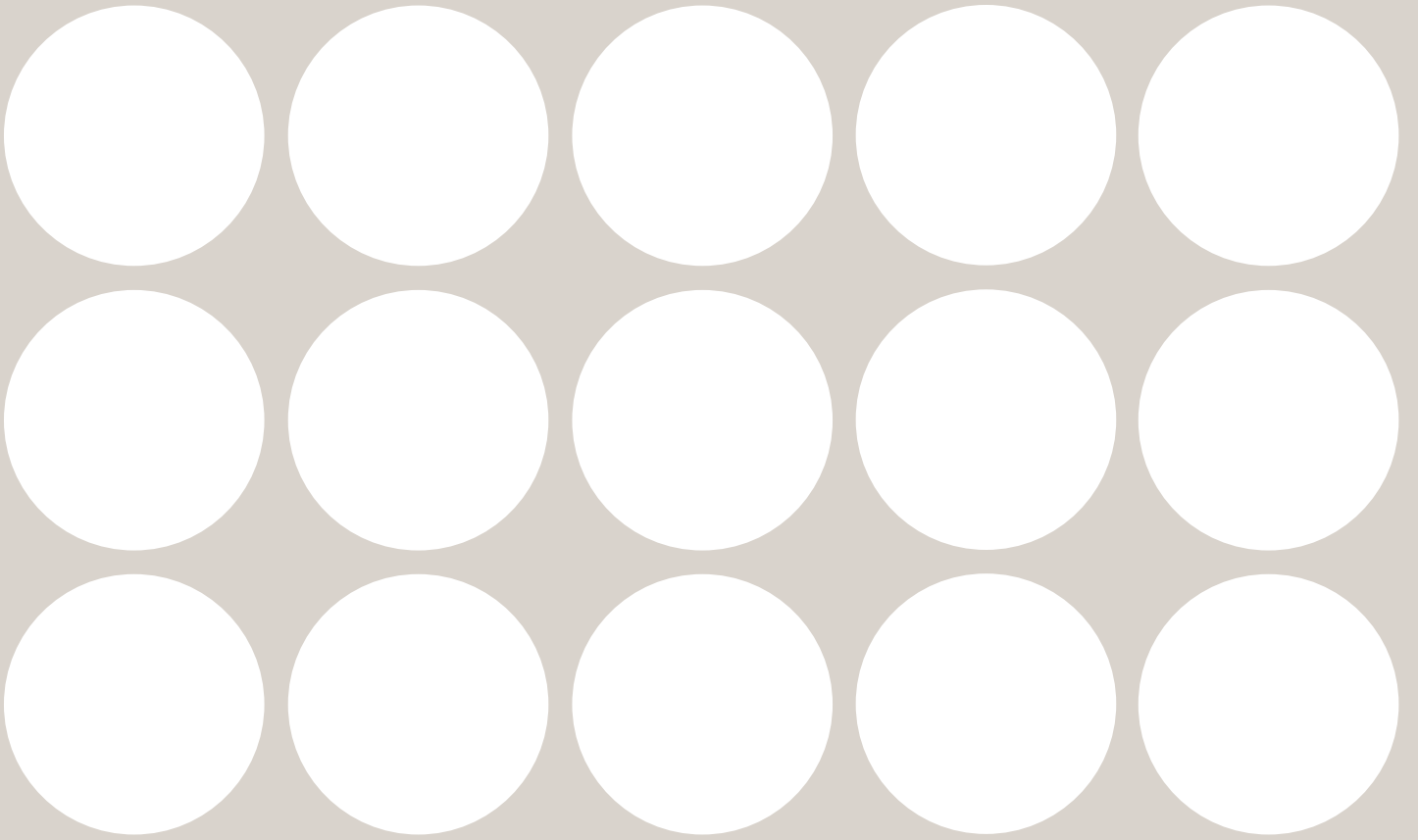


Terms and Conditions

The Select Plans from Alliance Trust Savings

April 2008





Terms and Conditions

The Select Plans from Alliance Trust Savings

Please retain this document for reference purposes. Contractual terms may have to be changed in response to legislative, regulatory and business conditions.

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If you are interested in applying for a Plan online or want to know more about how to deal, manage your investments, make contributions by debit card online or give instructions by telephone please visit www.alliancetrust.co.uk where you can find out more about these features. This Important Information & Terms and Conditions is varied by the Terms of Use for Online.

Important information

What is the purpose of this Important Information?

All investments carry an element of risk and you should ensure that you understand the associated risks before you choose an investment plan or specific type of investment to suit your needs.

The purpose of this Important Information is to provide you with a summary of the services provided by Alliance Trust Savings Limited, to help you decide whether our Plans might be suitable for your needs, and also identify the risk factors which will affect your investment. Please note that this Important Information is not intended to provide an exhaustive list of all the risks associated with the particular investments available.

You should ensure that you read this Handbook in conjunction with any relevant Key Features and other documents prior to making your application. These documents include important information, which could influence your decision.

What do we offer?

Alliance Trust Savings Limited provides an investment dealing and administration service which gives you access to a range of self select investment plans and nearly 3,000 investment choices (1,500 in the ISA). We also provide a pension product which is governed by different terms and conditions. In this document, references to 'Select Plan' refer only to the following Plans:

- Select Investment Plan.
- Select ISA - please note, the Select ISA is not a CAT ISA.
- First Steps - investing for children; please note, First Steps is not a Child Trust Fund.

Each Select Plan is administered on the same investment platform and provides you with the following services:

- Investment dealing.
- Investment and plan administration.
- Corporate action service.
- Consolidated statements and valuations.

Alliance Trust Savings Limited is authorised and regulated by the Financial Services Authority (FSA).

Are the Select Plans suitable for you?

The Select Plans are provided on a self select basis which means that you choose the type of Plan, you decide how much you wish to contribute to the Plan, and you choose which investments you buy.

The Select Plans provide access to a wide range of investment choices allowing investors to hold investments that match their individual investment objectives and the level of risk they are prepared to accept. All these investment choices carry their own specific risks, of varying degrees, and some of the investments available may be wholly unsuitable for your particular investment needs.

We do not provide investment advice and are therefore unable to advise you on the merits or suitability of any Select Plan or specific investment. These Plans will only be suitable for you if you are comfortable making your own investment decisions. You will be responsible for selecting and managing the securities in your Plan and for the outcome of your investment decisions. If you are unsure whether any of the Select Plans, or any of the available securities within the Plans, are suitable for you, you should seek professional financial advice.

Risks

When deciding upon which Plan and type of investment suits your individual needs, you must be aware of the relevant risk factors.

Plan risks

The following risk factors relate to all Select Plans:

- These Plans are medium to long term; you should consider carefully your commitment to these types of Plans.
- Legislation, taxation, and HMRC practice may change without notice. The taxation privileges of ISAs are not guaranteed and may be changed by future legislation.
- Our charges and/or expenses may vary in the future.
- Before transferring an existing Plan to us, you should assess the total charges you will incur and compare them with any cost savings prior to giving us a transfer instruction. If you are transferring in cash, your Plan will bear the risk of any adverse market movements between the time you give instructions and the time transfer values are invested within the Select Plan.
- We take all reasonable steps to ensure that any transaction, whether a purchase or a sale, is dealt on the best terms generally available in the market for transactions of a similar size and nature at the time of execution. We aggregate transactions on behalf of more than one client. Aggregation may result in a client obtaining, on some occasions, a more favourable price and, on others, a less favourable price than if the transaction had been executed separately.

Investment risks

The value of investments and any income from them can go up or down and you may not get back the amount you invested. All investments carry an element of risk which may differ significantly and if you are unsure as to the suitability of any particular investments, you should seek professional financial advice.

Past performance is not a guide to future performance. Equity investments (stocks and shares) are generally considered higher risk than other investments, may be subject to sudden and large falls in value and you could get back nothing at all.

Investment companies

In the Select Plans, you can purchase shares in companies that invest in the shares and securities of other companies (including investment trusts). Some of these companies may, as part of an investment strategy, borrow money, or invest in other investment companies that have themselves borrowed money. In a falling market, borrowing will usually increase the loss in value to investors. Movements in the price of these investment companies may be more volatile than the movements in the price of the underlying investments held. They may be subject to sudden and large falls in value and you could get back nothing at all. Care should be taken when selecting investment companies that issue more than one class of share (split capital trusts). Their characteristics and risks differ significantly from conventional investment company investments, and they may be less marketable than other investments. The risks associated with each share class may vary considerably.

AIM securities, smaller companies and penny shares

It may be difficult to deal in such investments or to obtain reliable information about their value or how risky they are. There is an extra risk of losing money when shares are bought in some smaller companies, including penny shares. There may be a big difference between the buying price and selling price of these shares. You may get back much less than you paid for them. The price may change quickly and it may go down as well as up.

Packaged products

Any investment you make in Alliance Trust PLC, an open ended investment company (OEIC) or unit trust is an investment in a packaged product in terms of the FSA rules. You should read the applicable Key Features on these investments before investing in any of these packaged products.

Client Classification

All of our customers are classified as Retail Clients in terms of the FSA rules.

If you want to be re-categorised as a Professional Clients or Eligible Counterparty and we agree to this, we will recategorise you accordingly.

Terms and conditions

The contract being the Agreement between Alliance Trust Savings Limited and you is made by, firstly, your application to us and, secondly, our acceptance of your application. It is governed by the conditions stated in the application form, this Terms and Conditions, and the separate Charges Schedule. Our Terms and Conditions are split into separate sections, which are listed below. Each Plan will have certain unique features. However, all of our Plans, and the contract we have with you, are subject to the general terms contained in Section 1. All of our Plans are also subject to Section 2, which deals with how investments are made on your behalf, how we will carry out your instructions to buy and sell investments and the structure of our Plans. The other sections contain details specific to each of the Plans we offer. If there are any conflicts between the sections dealing with specific Plans and the general terms contained in Section 1 and Section 2, the specific Plan section will take precedence.

- **Section 1** - General terms (applies to all contracts).
- **Section 2** - Plan structure and operation (applies to all contracts).
- **Section 3** - Select Investment Plan.
- **Section 4** - Select ISA.
- **Section 5** - First Steps Plan.
- **Section 6** - Complaints and compensation (applies to all contracts but is not contractual).
- **Section 7** - Online Terms of Use

Section 1 - general terms

1.1 Definitions

Within these Terms and Conditions, a number of words and phrases are repeated and have certain technical and legal significance. Rather than repeat the explanations in full each time they appear in this document, we have set out the meanings here, opposite each word or phrase.

AIM means the alternative investment market.

ATSN means Alliance Trust Savings Nominees Limited, registered in Scotland, No 120563. This company holds in its name all the investments (other than cash) on behalf of clients who have invested in the plans. You are, however, the beneficial owner of all of the investments purchased on your behalf through the Plans.

ETF means an Exchange Traded Fund.

FSA means the Financial Services Authority, which authorises and regulates us and how we operate.

HMRC means Her Majesty's Revenue & Customs.

Investments means gilts, cash or shares or units held in companies, unit trusts or other forms of investments.

ISA means an Individual Savings Account managed in accordance with the ISA regulations.

Minimum Purchase Level means the amount in your Plan that will automatically trigger a purchase of an investment on your behalf but also is the smallest amount that can be used to purchase an investment. See Section 2, Investment Administration.

OEIC means an Open Ended Investment Company.

Plan(s) means any Plan offered by us or offered in the past by us but which existing customers may still have open.

Select Plan means one or more of the following Plans: Select Investment Plan, Select ISA and First Steps - Investing for Children.

Services means the provision of the Plans including everything which we do in terms of the contract between you and us to fulfil our obligations to you.

We, us and our means Alliance Trust Savings Limited company number SC 98767.

You means any person who takes out a Select Plan under these Terms and Conditions.

1.2 Applications

We will only accept an application if you are aged 18 or over, complete all the parts of the application form that are marked as 'mandatory' or 'must be completed' and sign the form.

We are required to comply with anti-money laundering regulations and you agree that you will provide such evidence as we require to fulfil our obligations to establish your identity. If you fail to provide us with the evidence that is required, we may be unable to accept your application and we may also be unable to return any money or assets paid or transferred to us. You should also note that we will not accept any liability for any loss or expense that you may suffer or incur during the period that we are awaiting satisfactory evidence. See clauses headed Money laundering and Liability.

Payments or transfers of assets must accompany an application and can be made in different ways depending upon the Plan. Please see the relevant Plan section for details of what is permitted.

1.3 Acceptance

We reserve the right, without giving any reason, to decline any application or to accept any transfer payment or any further contributions in respect of your Plan. If we are prepared to accept your application, we will confirm this to you in writing and this acceptance will mean that both parties are bound by the terms of the contract.

1.4 Money laundering

In order to comply with UK anti-money laundering legislation, we may be required to verify your identity. We may also be required to verify the identity of any third party who provides funds into, is permitted to give instruction on, or is the transferee of shares and/or cash out

of a Plan. The requirement to verify identity can vary depending upon the type of Plan and will be specified in the relevant section of these Terms and Conditions. Making an application to us signifies your acceptance of us carrying out such checks and disclosing your personal information for the purposes of making such checks.

We may carry out electronic identity verification checks, which involve us obtaining information from the Electoral Register, and/or credit reference agencies who may keep a record of the enquiry. If any further or additional information is required, we will request it in writing. We reserve the right not to accept any instruction prior to completion of the verification process.

If the identity of you or any other party for whom we are obliged to seek evidence of identity cannot be verified, anti-money laundering legislation may prevent us from returning any investment, or carrying out any instruction to transfer the investment, or to use the investment for any purpose. We shall have no liability in respect of any loss incurred as a result of our failing to carry out instructions in respect of such investments other than where we have been negligent in the carrying out of such verification of identity as we consider necessary.

1.5 Cancellation

Some Plans allow you to cancel your application and your cancellation rights are set out in the relevant section. Otherwise, you cannot withdraw or cancel your application. However, once accepted, you or we will be able to terminate the contract. See the clause headed Termination.

Unless there is a specific cancellation right in respect of an instruction, which will be detailed in the specific Plan sections, the only instruction you can cancel is an instruction to allocate cash to the Deposit Account when there is no cash in that account. You cannot cancel

an instruction to carry out a transaction even though we have yet to carry it out.

1.6 Termination

Except as may be specified in the Plan sections, the following termination provisions will apply.

By You: you can give written notice to terminate your contract at any time. The notice must be accompanied with a properly completed withdrawal form. The notice will be effective on the date that the last payment or transfer of investment is made from your Plan.

Effect of Termination: You can choose to transfer the investments into your own name, or to a nominee of an FSA authorised and regulated firm. You can choose to sell your investments and receive the proceeds.

By us: We can only terminate the contract with you if it has a valid reason. We consider the following to be valid reasons:

- a restructuring or reorganisation of the types of Plan offered; or
- for our business efficiency; or
- because the law has changed and the Plan no longer complies with legislation; or
- because we suspect the Plan is being used for unlawful purposes.

Any notice of termination given by us will be in writing and will be effective on the fourteenth day after the notice is posted unless a longer period of notice is specified.

Effect of Termination: We will complete any transactions already instructed before the effective date of the termination but no further instructions will be carried out and any reinvestment of dividends will cease. Unless we receive written instructions to the contrary and within 14 days of the date of posting of the notice of termination, all investments will be transferred into your own name

or that of your nominee and the remaining cash sent to you.

1.7 Variation of contract

This clause does not apply to variations of charges or interest, both of which are dealt with separately. We reserve the right to vary the terms of the contract between you and us at any time. We can however only vary the terms of the contract if one or more of the following reasons apply:

- a restructuring or reorganisation of the types of Plan offered; or
- for our business efficiency; or
- because the law has changed and changes are required to allow our Plans to continue to be compliant with legal requirements, or because the law has changed and changes are considered appropriate by us to ensure that our Plans benefit from any change to legal requirements; or
- to allow our Plans to reflect current practices or changes in the marketplace for such Plans; or
- The changes are not material.

We will notify you of any change to the terms of the contract. We will give reasonable notice and will always try and give at least 14 days notice. However, in the case of changes that we are required to make for compliance with legislation, we may change the terms and conditions with immediate effect and tell you the changes afterwards.

If a change is to your material disadvantage, you may object to the change (except for changes made to comply with legislation) and you will be able to terminate the contract and transfer the content of your Plans. If your Plan includes any early repayment charges and these would be applied due to you exercising your right under this clause, these will be waived. You will have the right to terminate under these provisions if you wrote to us objecting to the change in terms and exercise your

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right under this clause within 60 days of the changes coming into effect. The foregoing right to terminate without payment of any early repayment charge does not apply where the changes are made to ensure conformity with legal requirements.

1.8 Minimum subscriptions

There is a minimum subscription of £50 to all our Plans. There are also Minimum Purchase Levels applicable. They are:

Alliance Trust PLC

Ord shares 2.5p	£50
All other securities	£150

If you wish, you can specify higher Minimum Purchase Levels as follows:

Alliance Trust PLC

Ord shares 2.5p	£100 or £150
All other securities	£300 or £500

Effect of Minimum Purchase Levels

We will automatically make a purchase when the cash in your Security Account reaches the Minimum Purchase Level. This will be a purchase of additional shares in that security.

1.9 Charges

The charges applying to each of the Plans are detailed in a separate document called the Charges Schedule, which forms part of the contract. The Charges Schedule is available on our Website or on request from our customer services team.

We will deduct all charges from your Plan prior to carrying out your instructions. If we need to sell investments to meet our charges, we reserve the right to do so and you will also be liable for the charges incurred in the sale of the investments. You will remain liable for any charges due even though there are insufficient funds in your account and we may recover these charges from you. Certain instructions require charges to be paid separately and these charges may not be deducted from your investments.

Certain instructions may not be cost effective and might result in charges being made which could exceed the

benefit to you, for example, an instruction to redirect income from a small share holding may result in a net loss to you.

1.10 Variation of charges

We shall only change (and this may be an increase or a decrease) the charges that apply to the services for a valid reason. We consider that a valid reason will include:

- any increase or decrease in the cost of providing the services; or
- any increase or decrease in volume of customers using the services; or
- any change in the level or method of delivery of the service.

We will inform you of any changes to our charges by giving you notice in the following way:

- (i) if we are increasing any charge by 10% or less, we will give at least 14 days notice in writing;
- (ii) if we are increasing a charge by more than 10%, we will give at least 30 days notice in writing; and
- (iii) if we are decreasing a charge, we will apply the reduced charge on a date set by us and notify you of the change. We will not issue a written notice if the only changes to charges are reductions unless there are other changes that we need to notify to you.

Any written notice that we send out may have changes to charges becoming effective on different dates but they will all meet the minimum periods stated above.

Any change in charges will be effective and deemed accepted by you unless we receive an objection in writing from you before the new charges come into force. If you do object, you will be able to terminate your contract with us and transfer the content of your Plans at the charges that were current prior to the notice of changes. If your Plan includes any early repayment charges and these

would be applied due to you exercising your right under this clause, these will be waived. You will have the right to terminate under these provisions if you wrote to us objecting to the change in charges and exercise your right under this clause within 60 days of the new charges coming into effect.

1.11 Interest

Interest rates paid may be varied by us at any time for one or more of the following reasons:

- owing to or in anticipation of any regulatory change;
- to comply with any decision or recommendation of a legal body or legal decision;
- to reflect any change in the base rate as set by the Bank of England or any comparable bank rate;
- to reflect any change or anticipated change of interest rates charged by other financial institutions;
- to reflect changes in our costs or competitiveness;
- to reflect any change or anticipated change of money market interest rates or the costs to us of money borrowed;
- to reflect any business reorganisation or to effect business efficiency;
- to reflect any event beyond our control.

Interest rates are posted on our website and will be updated within 3 days of any change. The current interest rates will also be available through our normal helpline.

Interest is calculated on a daily basis and is credited in arrears on 5 April and 5 October each year (or on the previous business day) or when your Plan is closed.

Note: Interest will not be paid on cash held by us unless it is held in a deposit account.

1.12 Instructions

Instructions must be given in writing or in such form as we prescribe. They should be clear and signed by you. Faxed instructions must contain your name and account number on each page. Written confirmation of faxed instructions must be given by you to us within 3 days. We may clarify the content of instructions by telephone, subject to us being satisfied as to your identity.

We reserve the right to refuse to accept instructions which are contrary to these Terms and Conditions or which in our reasonable opinion could lead to a breach of FSA rules or other relevant regulations or which we consider in our sole discretion to be incorrectly completed, ambiguous or misleading.

All instructions will be marked with the date and time of receipt and, except in the case of obvious error, such mark will be conclusive of the date of receipt.

We will issue you with an acknowledgement of your application and instruction.

1.13 Notices

Notices to us must be in writing or in such form as we prescribe and authorised by you.

Notices by us may be given by letter, newsletter or statement or in such form as we prescribe.

You will be deemed to have received any notice sent by us on the third business day after posting or sending to an email address given by you to us.

1.14 Liability

1.14.1 Our liability to you

(i) We will not be liable for the consequences of any error on your part or on the part of any other person, notwithstanding that we may at our discretion try and remedy the error, subject to the right to make such charges as shall cover our costs.

(ii) We will be liable to you if our negligence causes death or personal injury.

(iii) In the case of errors where we have failed to purchase or sell securities on the date or dates on which we were contractually bound, we will put you into the position, by adjusting your account or otherwise, that you would have been in respect of such securities as if the purchase or sale of the securities had been carried out on the contractual date. Such an adjustment may mean that a reduction is made to your account or that a payment or a purchase of other securities is made at our cost.

(iv) If the identity of you or any other party for whom we are obliged to seek evidence of identity cannot be verified, anti-money laundering legislation may prevent us from returning any investment or carrying out any instruction to transfer the investment or to use the investment for any purpose. We shall have no liability in respect of any loss incurred as a result of our failure to carry out instructions in respect of such investments other than where we have been negligent in the carrying out of such verification of identity as we consider necessary.

(v) In all circumstances other than where specifically provided for in (ii) and (iii) above, we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, or for any loss or damage that is indirect or consequential and/or was not reasonably foreseeable to us at the time we were instructed to carry out any specific action or transaction.

Note: Additional liabilities and exclusions may appear in the section dealing with your Plan and you need to check which apply to you.

1.14.2 Your liability to us

You agree to pay any instalments on any partly paid shares or repay dividends on shares sold cum dividend.

You agree to indemnify us against all liabilities incurred by us in connection with your Plan other than liabilities for which we are liable as provided for above.

You agree that you will be responsible for any losses, including any transaction carried out without your authority if we can prove that you have acted without reasonable care in avoiding unauthorised transactions, or if you have acted fraudulently.

Note: Additional liabilities and exclusions may appear in the section dealing with your Plan and you need to check which apply to you.

1.15 Data protection and privacy

We take your privacy seriously and care about your mailing preferences. The data we hold about you helps us to provide relevant information and improve services through market research. We will also use it to send customer newsletters containing industry and product news. We do not provide your data to any third party other than: 1) for the purposes of meeting our obligations to you, for example, providing your data to a specialist mailing service; 2) to research and understand our customers, for example, to a specialist company who will provide a report only to us; 3) to one of our associated companies; 4) to a credit reference agency for verification of identity or creditworthiness; 5) where we are required to do so to comply with legal requirements; 6) to anyone to whom we transfer our rights or obligations under this contract; 7) to a third party who is attempting to resolve a complaint or dispute; or 8) where we believe there may be criminal activity. If we pass your data to a third party as outlined above, it is done under strict controls and in compliance with all legal obligations under the Data Protection Act 1998.

From time to time, we would like to send you details of products and services that we think would interest you. You have the right to opt out and if you do so, we

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will not send you details of products and services. We will not provide your details to any other organisation for the purpose of you receiving information about their products and services without your express permission.

1.16 Complaints

We have established procedures, which are in accordance with FSA requirements. In addition, in respect of Plans which are regulated by the FSA, you have the right to complain to the Financial Ombudsman Service. Details are in Section 7.

1.17 Advice

We do not provide any advice on investment selection or any aspects of your investment. It is your responsibility to ensure that the type of Plan and choice of investments is appropriate for your circumstances.

1.18 Trivial or small payments

Except where it is a payment to close an account, we may, at our sole discretion and notwithstanding any mandate or instruction currently in force, decline to issue cheques for values of less than £10. In the event that we exercise this discretion, the amount will be retained in your deposit account.

Should you fail to encash any cheque issued by us which is to a value of £10 or less within six months of its issue, we may cancel the cheque. Should such a cheque be cancelled, We will impose a charge on your account to the value of the cheque. We shall be under no obligation to issue any further payment and shall be deemed to have satisfied any obligation it may have had in terms of any mandate or instruction in relation to that payment.

1.19 Cheques

Post dated cheques are not acceptable and may be presented for payment immediately or we may return them. If a cheque is dishonoured for any reason, we

will sell any investments purchased before the cheque cleared and will be entitled to retain any profit made from such a sale, and will be entitled to recover from your Plan any costs or losses incurred, and you will also be liable for the charges incurred in the sale of the investments.

We may issue cheques to you. Should you fail to present the cheque within six months of the date of issue, we may cancel the cheque. If a cheque is reissued, a charge will apply.

1.20 Delegation

We reserve the right to delegate any aspect of our operation or services to another company. We may also use the services of external professional advisers where we consider it appropriate to do so in respect of any aspect of the provision of our operation or services. Where we use external professional advisers and it is allowed in the relevant section, we may make a charge for services provided by professional advisers.

1.21 Waiver

We reserve the right in our sole discretion to waive any of the terms and conditions contained in the contract provided we are allowed to legally do so.

1.22 Powers of attorney

Except where otherwise stated in the relevant Plan section, we will normally only accept documents signed by a Power of Attorney where you are physically incapacitated. If you are mentally incompetent or unable to give instructions, we will only accept a Power of Attorney which provides for it continuing after the grantor becomes mentally incompetent if it is registered as such with the Public Guardian or other appropriate authority. We may, at our discretion, also accept alternative forms of authority in cases of mental or physical infirmity which are issued or approved by a Court or other competent authority.

We may require such evidence of the existence of the Power of Attorney or other authority as we consider necessary prior to carrying out any instruction.

1.23 Telephone calls

Telephone calls may be recorded and the recordings may be used for training and monitoring purposes. They will also be used in any investigation of a complaint or in cases where we consider there may be unlawful activity affecting your account. Any recordings made may be disclosed to third parties in accordance with the clause Data protection and privacy.

1.24 Access to documentation

If you give us reasonable notice then, at a reasonable time, you can inspect all our contract notes, records, vouchers, and copies of entries in the books and electronic recording media relating to your Plan. If some of your records are stored in a way which would only allow them to be viewed along with other individuals' records, then we will provide copies of those parts which apply to you and you will not be able to see the originals.

1.25 Conflict of interest

We have a conflicts of interest policy as required of us by the FSA. This Policy includes requirement for all parts of the business to identify potential conflicts of interest, and document how they will be managed; the operation of 'Chinese Walls' (formal organisational arrangements that restrict access to confidential information); procedures for monitoring the personal dealings of our employees; the limitation and management of the independence of employees from personal conflicts of interest.

Alliance Trust PLC may carry out transactions either on their own behalf or, in the case of us, we may carry out transactions on behalf of our customers

which may involve a potential conflict with instructions that you have given. In the cases of potential conflict, we will take all reasonable steps to ensure that any transaction that you instruct is not carried out in a way that would cause you a disadvantage because of the existence of the potential conflict of interest. If there is a transaction which potentially conflicts with yours and we, or Alliance Trust PLC benefit through profit, commission or remuneration, we or Alliance Trust PLC will not be liable to make any payment to you in respect of such benefits.

We will not accept any commission offered to us that is in contravention of the rules of the FSA. If we are offered commission by a scheme manager, it will be accepted and retained by us. If you wish to know more about the commission received by us from a scheme manager, we will give you that information on receiving your written request.

1.26 Change of circumstances

You must keep us informed of changes in your circumstances. A change in residence from the UK may affect your eligibility to contribute to your Plan.

If any of the following changes take place, you should inform us in writing immediately:

- change of address;
- change of name (for example, on marriage or entering a civil partnership); or
- you cease to be UK resident.

If the Select Plan is in the name of a trust, club or other organisation, changes in office bearers and authorised signatories must be notified in writing or in such other form as we prescribe with specimen signatures and the appropriate certified minutes and any restrictions which apply. Clause 1.4 (Money laundering) will apply to any new office bearer or authorised signatory.

1.27 Legal

This contract will be governed by the Law of England. The Law of Scotland will apply until a contract has been formed.

We are required by law to tell you that the language of this contract is English and that all notices and communications will be in English.

This contract is between you and us. It is agreed that no third party shall derive any right or benefit from it and it shall not be enforceable by any other party. We and you agree that any rule of law or statutory provision giving a third party rights to enforce this contract shall not apply.

In the event that there is any inconsistency between this contract and any relevant rules and regulations, the latter will prevail. We are authorised and regulated by the FSA and are also bound by its rules.

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Section 2 - Plan structure and operation

All of the Plans operate in a similar way. This section explains how you may purchase and deal in investments in our different Plans. Please also refer to the specific sections of the Terms and Conditions for your Plan as there may be slight differences. Where the clauses below do not apply to a Plan, we will highlight this.

2.1 Accounts

The Plans operate by having different accounts for different purposes. These are:

2.1.1 Security accounts (hold investments and cash).

An individual account is opened for each investment. Cash for investment is credited to this account and all subsequent transactions relating to that investment are recorded in this account. No interest is paid on cash in Security Accounts. If you are investing in two different securities, you will have two separate Security Accounts, one for each security. These accounts will then be used for all future investments in those securities.

2.1.2 Deposit account (holds cash only).

Interest net of basic rate tax is paid on cash held in the Deposit Account. If the Plan is a Select Cash ISA interest will be paid gross.

2.1.3 Cash accounts (hold cash only).

Cash Accounts are opened in a Plan as a temporary home for cash. No interest is paid on cash in Cash Accounts. For example, income to be paid out is placed in a Cash Account pending withdrawal.

You may transfer cash between Security Accounts or to and from the Deposit Account. We will transfer cash between accounts as you instruct or when we have to meet an obligation with regard to investments or cash held within a Plan. A charge will apply to each transfer.

2.2 Transaction and valuation statements

You will receive contract notes after each transaction you effect and valuation and transaction statements at least once every six months. If requested, we will also send copies of statements to your adviser or other third party nominated by you. On request, we will provide ad hoc statements and duplicates of previously issued statements for which a charge will be made.

Statements can be sent to you at your present permanent address or to an alternative mailing address.

2.3 Investment choice

We allow investment in a wide range of securities. Some investments are only available to certain nationalities; others require you to confirm that you understand the risks associated with the investment before we will accept an instruction. Some investments cannot be accepted for certain Plans. We reserve the right to exclude any particular investment, to refuse an instruction to purchase and to refuse to accept a transfer of an investment.

Generally, you will be able to invest in all shares and gilt-edged and fixed interest securities listed on the London Stock Exchange except those which are not quoted in sterling or cannot be settled through Crest. You may also invest in a range of unit trusts, OEICs and ETFs. Please note, some investments may not be eligible for ISA Plans.

We are authorised by the FSA to take cash deposits, which will be held as a bank deposit, and is not subject to client money rules. However, restrictions apply to the level of cash held in ISAs.

Depending on your selection of investment, there may be commission or other payments payable to your adviser. The commissions or other payments will be disclosed to you by the investment provider and/or your adviser, as appropriate.

2.4 Holding of investments and dealing

The investments held in our customers Plans (other than cash) are registered together in the name of Alliance Trust Savings Nominees Limited. ATSN is a pool nominee under our control, and has the same address. We are authorised and regulated by the FSA to safeguard and administer customer assets and accept responsibility for ATSN's acts and omissions. ATSN is not itself authorised nor regulated by the FSA. We guarantee the obligations of ATSN. We reserve the right at any time to appoint an alternative nominee and/or custodian.

Your individual details do not appear on the register of each company whose investments you have chosen to hold in your Plan. Investments are not identifiable by way of share certificates. Our own internal records show which investments are held in your Plan.

We will buy and sell investments as agent, through an agency stockbroker or through another company. You cannot choose the price at which we deal, or place limits on the price. Your investments may be combined with those of other customers to settle transactions. We pool all of our customer orders into a bulk order. Orders are executed without regard to market conditions at the time. If the aggregate order is too large to be dealt with at one time, the deal may take place in separate smaller transactions. In this case, the average price for the total order will be calculated and the allocation of investments to Security Accounts will be based on the average price.

If we receive a purchase or sale order that cannot be fulfilled on the day it is due to be completed in terms of our dealing procedures, for example, because of liquidity problems, the order will lapse and we will contact you for fresh instructions. We do not accept responsibility for the good or bad timing of any orders. For OEICs/unit trusts, any stamp duty, management, depository,

trustee, administrative charges and any other costs are not charged separately but are reflected in the price of the shares/units and the net income received.

We will settle purchases of investments on a contractual basis. This means that we will credit the relevant Security Account in your Plan with the investments on the execution date. However, if there are delays beyond the control of us in the settlement of a purchase, we reserve the right to delay the settlement of any subsequent sale of the relevant investments until that purchase has settled and has been delivered.

We will not commit you to any extent beyond the amount of cash and investments held by you.

2.5 Purchase options

2.5.1 By Individual Instruction

You may only instruct a purchase on an instruction form or in such other form acceptable to us.

There are two purchase options - weekly and daily.

Weekly: if you give us instructions to purchase an investment, at any time up to 5pm on the last business day of a week, we will purchase it in the following week. If you are making payments by direct debit, this is the only option for purchasing investments.

Daily: if you choose, and we receive your instruction by 10.30am on a business day, we will purchase the investments the same day except for OEIC and unit trusts, which will be purchased the next day.

- Only cash held in Security Accounts can be used to purchase investments.
- We will only purchase whole shares or units and any money left over will be held in the relevant Security Account. The exceptions to this are OEICs and unit trusts where we will purchase fractional units. We will purchase UK government stocks (or gilts) in £1 multiples.

- We may aggregate your instructions with those of other customers.
- We will not guarantee when a transaction will take place other than within the time period indicated above.
- We will obtain the best price available to us at the time of making the deal, subject to best execution under the FSA rules.
- We will not accept any conditions on the price to be paid.

You can also purchase investments using our online dealing facility. See section 8 Online Terms of Use.

2.5.2 Automatically

Once the amount in a Security Account reaches the Minimum Purchase Level, we will automatically purchase additional securities for you without any instruction. This can happen through payments by you into the Security Account or from dividends being reinvested. To avoid such an automatic purchase taking place, you should ensure that the cash balance in a Security Account does not reach the Minimum Purchase Level at the weekly cut-off time, which is 5pm on the last business day of the week.

This does not apply to the Online Account.

2.5.3 By Standing Instruction

You may set up an instruction to regularly transfer money into a Security Account from the deposit account to allow you to purchase an investment. This transfer can be set up on a monthly, quarterly, half yearly or yearly basis. There is a minimum transfer of £50. Transfers are made on the third Monday of each month or the next business day if the Monday is a holiday.

2.6 Sale options

You may only instruct a sale on an instruction form or in such other form of writing acceptable to us. We can only accept an instruction to sell a specific

number of units or shares. We cannot accept an instruction to sell units or shares to achieve a certain amount of cash. If the instructions are not clear or do not meet these conditions, then we are not obliged to carry out the instructions.

There are two sale options - weekly and daily.

Weekly: if you give us instructions to sell an investment, at any time up to 5pm on the last business day of a week, we will sell them in the following week.

Daily: if you choose, and we receive your instruction by 10.30am on a business day, we will sell the investments the same day except for OEIC and unit trusts, which will be sold the next day.

If you give instructions to sell 'ALL' then this will include all the shares/units that are in your Security Account at 5pm on the last business day of the week before the transaction in the case of a weekly sale, and 10.30am on the morning of a daily sale (or the day before an OEIC or unit trust sale).

Unless you are purchasing other investments (see switching) or have given other instructions, we will place the proceeds from the sale into the Deposit Account.

Note: Any instructions regarding income will still apply in respect of any remaining investments in that Security Account or in respect of any other income directed to that Security Account.

You can also sell investments using our online dealing facility. See section 8 Online Terms of Use.

2.7 Switching

We will, if you choose the option to sell and purchase on a daily basis, carry out the transactions together on the same day unless one of the investments is an OEIC or a unit trust, where you should contact us for information. The same time limits will apply as detailed in Purchase options

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and Sale options, namely, before 10.30am. If you do not choose to do this, the transactions will be treated separately and the sale will be carried out one week and the purchase the next.

2.8 Income options

Any dividend, interest or tax refund in respect of an investment received by us will be credited to the relevant Security Account or, in the case of interest, to the Deposit Account, on the day of receipt. If you reach the Minimum Purchase Level in a Security Account, we will automatically use your money to purchase additional shares/units in that security.

This does not apply to the Online Account.

We will accept instructions to redirect income from one Security Account to another Security Account or to the Deposit Account.

You may also withdraw the income. You cannot split the income received in respect of one security between the different options, in other words, it must all be: (1) reinvested; (2) transferred to another Security Account; or (3) transferred to the Deposit Account.

Income payments (minimum £10) are made by credit transfer on the 12th day of the relevant month or the next business day. You may choose to receive a payment monthly, quarterly, half-yearly or yearly.

Where your entitlement to dividends or interest is part of a larger payment received on behalf of a number of customers, we will credit the account with the proportionate share rounded down to the nearest penny.

If you wish to give alternative instructions for the treatment of income received after you sell an investment, you can do so at the time you give the sale instructions.

We can only make payments to Bank or Building Society Accounts where the payee account is identified by its own sort code and eight digit account number.

2.9 Stabilisation

We may receive instructions from you to carry out a transaction on your behalf in an investment where the price has been influenced by measures taken to stabilise it. We will purchase or sell the investments as instructed and we will not be responsible for any loss suffered as a consequence.

2.10 Select Plan Shareholder Rights

2.10.1 Investments made by you in the Select Plans are held through our nominee ('ATSN') and not in your name. If you ask us to, we can provide for you to:

- receive the report and accounts issued by the relevant company in connection with your Select Plan investments;
- receive any other information issued by the relevant company to shareholders;
- vote, as permitted, on any resolution where there is a right to vote your Select Plan shareholding (we call this a 'corporate action'); and
- attend meetings at which you, as a Select Plan shareholder, are permitted to attend by the relevant company.

If you want to do any or all of these things, we explain in paragraphs 2.10-2.13 what actions you need to take for us to make these arrangements.

Our charges for providing these services are set out in our Charges Schedule.

You must pay the appropriate charges by either instructing us to deduct charges from your Select Plan or by cheque (if there is insufficient money in your Select Plan, it must be by cheque) at the time of contacting us. If you later give new instructions then further charges must be paid. We will not take any action or deal with your instructions until the charges have been paid.

2.10.2 Receiving reports and accounts information

If you ask us to send you copies of relevant report and accounts issued by

the relevant company, we will send you any relevant report and accounts which we receive after the date on which we receive your request. We will continue to do so until you dispose of your relevant Select Plan holding or tell us to stop.

Corporate action notifications

When a corporate action is announced, we will normally receive one copy of the shareholder information. We will not normally notify you of the corporate action unless the relevant company has requested us to and we have agreed to that request, or you have asked us to in accordance with this paragraph 2.10.

If you want to receive any supporting ancillary documentation, you can request this direct from the relevant company, or we will, on payment of a charge (as set out in the Charges Schedule), make copies available to you.

2.10.3 Other shareholder information

If you ask us to provide you with shareholder information for one of your Select Plan investments in a particular company (other than report and accounts) when no corporate action is involved, we will send you all such information received by us from the relevant company after the date on which we receive your request. We will continue to do so until you dispose of that holding or tell us to stop.

2.11 Other corporate activities

2.11.1 Rights issues, additional share or security entitlements

As further described below, rights issues or additional share or security entitlements will only be taken up if you return your instructions to us to accept them and to include these in your Select Plan. In order to do this you must ensure you return the required information to us together with payment of any charges set out in our Charges Schedule due before the deadline set. Rights or additional share or security entitlements not taken up will be allowed to lapse or will be sold

by the company or other entity concerned. Scrip dividends cannot be taken up in a Plan.

2.11.2 Takeover offers

If we are told the details of a proposed takeover offer by the relevant company, we will notify you of any such takeover offer if it affects your Select Plan holdings, but will not normally send you a copy of the offer document or any relevant defence documents. You can deal with your holding in that particular company as permitted by your Select Plan until an offer becomes or is declared wholly unconditional (in other words, when all conditions are fulfilled and the offer is accepted by a majority of the shareholders).

We will ask you whether you wish us to act on your behalf. You do not have to make any decisions about the investment you hold while the offer is conditional, although you may instruct us to lodge an acceptance on your behalf. You must enclose a cheque in payment of our charge when returning the instruction form as set out in our Charges Schedule. If you then instruct us to withdraw your acceptance, this will only be done if you send a further cheque to cover our charge as set out in our Charges Schedule.

When an offer for a company has become or has been declared wholly unconditional we will let you know that fact. Unless you instruct us otherwise within the time period specified in the notification made to you we will take no action on your behalf.

2.11.3 Reconstructions, amalgamations and liquidations

We will normally only receive shareholder information in respect of a corporate action in connection with a reconstruction, amalgamation or liquidation when a resolution for such reconstruction, amalgamation or liquidation has been presented to shareholders. We will not normally send you information on that.

2.11.4 Consolidations, sub-divisions and bonus issues

If your holding in a Select Plan is subject to a consolidation, sub-division or bonus issue, we will normally only tell you about this when we send you your statement of account, unless we have been specifically asked by you (under paragraph 2.10) or the relevant company or other entity concerned to tell you at some other point in time.

2.11.5 Shares or entitlements arising from a corporate action

If, as a result of a corporate action, additional shares or entitlements become due to be applied to your Select Plan and you instruct us that you do not want these retained in your Select Plan, we will sell those shares or that entitlement, deduct the sale charge as set out in our Charges Schedule and pay out the net sale proceeds in accordance with your instructions for your Select Plan.

When shares or entitlements are received by us following a corporate action and these are to be kept in your Select Plan, the appropriate portion of these will be applied to your Select Plan. We may, however, need to round down your entitlement to the next whole number and address any fractional entitlements that remain and this will be done equitably by us after deduction of charges as set out in our Charges Schedule.

When cash is received by us following a corporate action, this will also be applied to your Select Plan equitably by us after deduction of charges as set out in our Charges Schedule.

In certain circumstances, where both shares and cash are to be received by us following a corporate action, the two amounts may be received by us on your behalf on different days. This can affect the dealing price where subsequent sales or purchases are due to take place.

If you wish to take up an option provided through a corporate action which is not

permitted under your Select Plan, you may ask us to transfer the particular shareholding from your Select Plan to be registered in your own name. A charge applies for doing this, details of which are set out in our Charges Schedules. You will become the legal owner of that shareholding on completion of the transfer and that holding will not be subject to these terms and conditions. It is your responsibility to satisfy yourself of the tax and legal consequences of transferring the shareholding to your own name.

2.11.6 Conversions and Redemptions

If you invest in a convertible security, we will seek your instructions shortly before the last conversion date, and on receipt of any reminder from the issuing company. If you wish to convert before the last conversion date you must instruct us in writing at least two weeks in advance. When convertible investments are redeemed, the relevant charge (as set out in our Charges Schedule) will apply.

2.11.7 Beneficial owners

Your Select Plan shareholding may give you certain rights on the basis that you are the beneficial owner of that shareholding but not necessarily the full rights of a named shareholder. You will need to request these fuller rights directly from the particular company who may or may not grant them. If required we can confirm that we are holding investments on your behalf as a third party confirmation. There is a charge for doing this and these charges are set out in our Charges Schedule.

2.12 Voting

2.12.1 General provisions

We will only vote on a corporate action in respect of your Select Plan shareholding where you tell us in writing, subject to the scaling up provisions specified in paragraph 2.12.

If you tell us in writing that you will never wish your Select Plan shareholding

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to be voted for any corporate action, we will not vote such shareholding.

If you notify us in writing that you wish to vote in person on a corporate action, we will arrange for you to be appointed our proxy in respect of your Select Plan holding for the purpose of that corporate action. You must attend the meeting of the relevant company to use this proxy. There is a charge for this as set out in the Charges Schedule.

If you are the only Select Plan holder with a holding, then we will vote our total nominee holding following your direction, in accordance with the rules on voting of the relevant company.

If we are given only one vote in respect of a corporate action for all our Select Plan holdings and more than one person with a Select Plan has that holding, then we will vote that whole Select Plan holding following the option selected by the highest number of persons with a Select Plan who direct us to vote. If there is no one option selected, we will not vote our Select Plan holding.

Unless the previous paragraph applies, we will vote your Select Plan holding in a relevant company in accordance with your directions and in accordance with the rules on voting of the relevant company.

You can request us to opt out of the scaling up provisions set out in paragraph 2.12.2 for all your Select Plan holdings for the period that you hold a Select Plan.

2.12.2 Scaling up

This paragraph will apply to your Select Plan shareholdings when we have agreed with a relevant company that you will be provided with all the corporate action notification that is necessary for you to give us an informed direction. We will tell you if this paragraph applies at the time of the corporate action notification. In any event it will not apply to the Select Plan holdings of those persons who have told us in writing that they wish to be appointed a proxy for a particular corporate action or that they never wish

to vote or this paragraph is never to apply to those persons.

As nominee holder, ATSN may hold a number of investments in the same company or other entity on behalf of a number of different Select Plan holders alongside yourself.

When this paragraph applies, and we have not received directions from all persons with a Select Plan holding (to which this paragraph applies) in the relevant company, then we will vote that holding in proportion to the votes actually cast by Select Plan holders in respect of a corporate action.

To give an example, say ATSN's total nominee shareholding amounts to 100 shares where that represents 100 Select Plan holders having 1 share each. As a result of a vote on a corporate action only 10 of those Plan holders vote 5 in favour of the corporate action, 3 against and 2 abstaining. In respect of the balance of 90 shares, ATSN would scale up the 10 shares actually voted by voting that balance as follows: 45 shares in favour, 27 against and 18 abstentions, giving a total voting of 50 shares in favour, 30 shares against and 20 abstentions.

No scaling up will occur where no Select Plan holders have given directions in favour, against or abstain on a corporate action.

2.13 Attending Shareholder Meetings

If you wish to attend at the general meeting of a company or other entity in which you invest through a Select Plan as a guest and not a proxy, you must instruct us in writing and comply with any terms and deadlines we may reasonably set in respect of making such arrangements for you. If you attend, you will do so as a guest and not be able to vote in respect of the investment held for you by ATSN. The relevant company will decide if you have rights to speak at that meeting. There is a charge for this as set out in our Charges Schedule.

Section 3 - Select Investment Plan

3.1 Applications

You must complete an application form. In addition to individuals, as specified in Section 1, this Plan can be opened by up to four people jointly. Charities, trusts, clubs, companies and other bodies may also apply.

Where an application is made by a charity, club, company or other body, the application must be accompanied by a copy of the organisation's constitution. The application must be signed by someone authorised to do so by the organisation and they must provide evidence of their authority to enter into the contract.

Where an application is made by more than one individual, each individual must sign the application form.

The application must be accompanied with a payment and instructions to invest or a request to transfer assets from another plan.

If the account is in the name of a trust, club or other organisation, changes in office bearers and authorised signatories must be notified in writing or in such other form as we prescribe with specimen signatures and the appropriate certified minutes and restrictions which apply. Clause 1.4 (Money laundering) will apply to any new office bearer or authorised signatory.

3.2 Money laundering

We may require to carry out checks even though you hold another Plan with us.

Where an application is made by a club, company or other body, verification checks will be made of all individuals who are authorised to sign the application and instruction forms. We will not carry out any transaction until all individuals have been verified.

Checks will also be made to establish the legal existence of the organisation and

information may also be required of the Directors or Trustees of the organisation, even though they are not authorised signatories to the Plan, and of the owners, shareholders or beneficiaries of the body concerned.

Where electronic identity verification is inconclusive, we will require the individual to provide alternative proof of identity, such as a passport or other suitable form of identity. A list of suitable forms of identity for this purpose is available on request.

3.3 Cancellation

You cannot cancel your application, but see Termination.

You can cancel OEIC, Unit Trust or ETF purchases but only where all of the following apply:

- you do so within 14 days of the instruction;
- you complete a cancellation form and return it to us properly completed within that time limit; and
- you do not already have a holding in that OEIC, unit trust or ETF.

If you exercise your right to cancel the instruction and the price of the investment falls between us processing your instruction to purchase and processing your instruction to cancel the purchase, you will not receive a full refund unless the instruction to purchase was by way of a direct debit or an income redirection from another investment.

You may cancel an instruction to allocate cash to the Deposit Account but only where all of the following apply:

- you do so within 14 days of the instruction;
- you complete a cancellation form and return it to us properly completed within that time limit; and
- you do not hold cash in the Deposit Account at the time of the instruction.

3.4 Instructions

If the account is in joint names, we will accept instructions on the signature or authorisation of the first named holder alone unless we are notified otherwise. This does not apply to withdrawals, transfers or termination of the Plan, all of which require to be signed or authorised by all the account holders.

If the account is held in the name of a trust, club or other organisation, any change in office bearers and authorised signatories must be notified in writing and specimen signatures with appropriate certified minutes or resolutions provided.

Instructions must be given to us in such form as we prescribe.

3.5 Joint accounts

Investments held in a joint account will not automatically transfer to the survivor on death. We will treat the ownership of any investment in a joint account as owned in equal shares by each of the account holders, notwithstanding the source of any investments transferred into the investment Plan or the source of payments made to the Plan.

3.6 Power of attorney

Instructions will be accepted to the extent authorised in a Power of Attorney, subject to us being satisfied as to its extent and validity.

3.7 Transfers

You can transfer available investments held in your own name into a Select Investment Plan at no charge. Investments can also be gifted into a Select Investment Plan. A transfer form must be completed.

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Section 4 - The Select ISA

4.1 Definitions applicable to Select ISAs

In this Section 4 unless the context otherwise requires:

account means that part of the Select ISA that is set up as a stocks and shares account or a cash account and shall include a Personal Equity Plan treated on and from the 6th April 2008 as a stocks and shares account;

account investment is an investment under the account which is a qualifying investment for a Select Stocks and Shares ISA or a Select Cash ISA, as the case may be;

Select ISA means any one of the Plans available from us that conform to the ISA Regulations;

the Board means the Commissioners for Her Majesty's Revenue and Customs;

current year's subscriptions means in relation to transfers subscriptions made to the account by you in the year in which the transfer takes place, but before the transfer, and subscriptions made to any other ISA by the account investor in the year in which the transfer takes place and transferred to the Select ISA before the transfer, but specifically including the qualifying investments and other proceeds (including income) representing the subscriptions specified in this definition;

cash account means an account that facilitates qualifying investments permitted by Regulation 8 of the ISA Regulations only;

invalid account means a scheme of investment which is not exempt from tax under the ISA Regulations but which (if so exempt) would be an account within the meaning in the ISA Regulations;

ISA means any scheme of investment of a manager issued and regulated under the ISA Regulations;

ISA investor means an individual who subscribes to an account and who is a qualifying individual;

ISA Regulations means the Individual Savings Account Regulations 1998 (S.I. 1998 No. 1870) as has been and may be amended from time to time

The Management Act means the Taxes Management Act 1970;

manager is a person who fulfils the conditions of the ISA Regulations;

market value means the same as is construed in accordance with section 272 of The Taxation of Chargeable Gains Act 1992;

notice means a communication from you or us to the other in writing and "notify" shall be construed accordingly;

overall subscription amount means the maximum subscriptions to all accounts in aggregate in any one tax year specified by ISA Regulation and in tax year 2008/9 is;

- (a) £7,200, unless;
- (b) the qualifying investor is 16 years of age or over but less than 18 years at the end of the year, where it is £3,600.

overall cash subscription amount means the maximum subscription in any one year to a cash account specified by the ISA Regulation being in the tax year 2008/9 £3,600;

Personal Equity Plan means an account that was permitted under the ISA Regulations up until the Transitional Time;

previous years' subscriptions means in relation to transfer subscriptions made to the account (or any other account or former Personal Equity Plan) in any earlier year or years transferred to the Select ISA before the transfer, but specifically including the qualifying investments and other proceeds (including income) representing those subscriptions.

qualifying individual means a natural person who is entitled under the ISA Regulations to open an account;

qualifying investment means an investment made through an account permitted by the ISA Regulations;

repair of an account means correction of an account in accordance with the directions of the Board.

Select Cash ISA means an ISA offered by us that is a cash account only;

Select Stocks and Shares ISA means an ISA offered by us that is a Stocks and Shares ISA;

Stocks and shares account means a single account through which only investments permitted by Regulation 7 of the ISA Regulations are made;

Subscription means payments by you from your cash made to an account;

Tax where neither income tax nor capital gains tax is specified means either of those taxes;

Taxes Act means the Income and Corporation Taxes Act 1988;

Tax year means a year of assessment to tax beginning on 6th April and ending on the subsequent 5th April;

The transitional time means 6th April 2008

Valid account means an account which is exempt from tax;

Withdrawal instruction means such form as we prescribe from time to time, in conformity with the ISA Regulations ("withdrawal instruction") that instructs us to close all or part of a Select ISA specified in the withdrawal instruction.

4.2 Opening a Select ISA, Payments and Investments

4.2.1 What is a Select ISA?

A Select ISA is a scheme of investment constituted by our acceptance of your application which is governed by Parts 1, 2, 6 and 7 of these Terms and Conditions and particularly this Section 4. The Select ISA provides certain tax reliefs specified by the ISA Regulations, investments are managed by us at all times in accordance with the ISA Regulations and held by us for the absolute benefit of an individual whose application for a Select ISA has been accepted by us;

The Select ISA may consist of:

- a stocks and shares account; or
- a cash account; or
- both.

as selected by you in an application form.

4.2.2 Who can apply for a Select ISA?

Any individual who is a qualifying individual may apply for a Select ISA.

A Select ISA cannot be held jointly with any other person.

When you make an application for a Select ISA that has been accepted by us you may not:

- (a) in the case of a stocks and shares account, subscribe to any other stocks and shares account, in that tax year;
- (b) in the case of a cash account, subscribe to any other cash account, in that tax year;
- (c) subscribe more than the appropriate overall subscription limit in that tax year (aggregating subscriptions to all accounts); and
- (d) in the case of a cash account, subscribe more than the overall cash subscription limit, in that tax year.

If you subscribe in each tax year, you do not need to make a new application for a Select ISA. If you do not subscribe in a

particular tax year you will need to make an application to subscribe to a Select ISA in the next tax year.

Qualifying individuals who are less than 18 years at the date of a subscription may not apply for a stocks and shares account and may only subscribe the overall cash subscription amount to a cash account.

Any subscriptions that you make will always be applied to the same Select ISA, Select Cash ISA or Select Stocks and Shares ISA, that has previously been opened by us for you.

4.2.3 What if I stop being a qualifying individual?

If after you subscribe to an account, and at any time cease to be a qualifying individual you may retain the benefits of the Select ISA (including the right to any relief or exemption due under it) subsisting at that time but, so long as you do not fulfil those qualifying individual conditions, you shall not be entitled to subscribe further to any such Select ISA.

4.2.4 What payments can be made to a Select ISA?

Subscriptions only may be applied to a Select ISA and must not in aggregate with any other subscription to any other ISA exceed the overall subscription limit for any tax year.

If you have acquired shares through an employee share scheme recognised by the Inland Revenue, you may on application to us, transfer these to your Select Stocks and Shares ISA within the periods specified in the ISA Regulations.

Otherwise shares you hold must be first sold and the proceeds applied to your Select ISA, or should you wish to use our Share Exchange facility we will sell shares and purchase that holding through your Select Stocks and Shares ISA. Details of our Share Exchange facility are available on request.

4.2.5 Cancellation Rights

If you indicate on your application that

you were advised by an authorised person who has recommended the Select ISA or any part of it to you, you have 7 days to withdraw your application. If you apply for a Select Cash ISA, you have a 14 day cancellation right. This period starts from the day we confirm acceptance of your application and includes any bank or public holiday.

These rights to cancel are called cancellation rights.

If at the same time you applied for Select Cash ISA you applied for a Select Stocks and Shares ISA and cancel your subscription to the Select Cash ISA, this will not cancel your Select Stocks and Shares ISA.

Where a cancellation right exists, we will either

- not give effect to any investment instruction until the cancellation period has expired. Your cheque or transfer request will only be processed on expiry of the cooling off period; or
- give effect to your instruction to make investments, but as you are requiring us to complete an investment instruction before the end of the cooling off period you will automatically lose your rights to cooling off.

To exercise this cancellation right, you must complete and return a cancellation notice to Alliance Trust Savings Limited by post or electronically as we may agree with you.

4.3 What can I hold through a Select ISA?

You may hold any qualifying investments available through a Select ISA that are available through us.

We shall notify you from time to time which qualifying investments are available to you.

You may give us instructions to buy or sell any investment held through a Select ISA, at such time and in such form as

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specified in these Terms and Conditions and as we have confirmed in writing are available to you.

We shall tell you from time to time the value of the investment held in your Select ISA made from your subscriptions.

Cash may only be held in a Select Stocks and Shares ISA for the purpose of investment in qualifying investments. Interest paid on cash on deposit held in a stocks and shares account is credited gross to that account but is subject to a flat rate charge of 20%, which will be accounted for by us to HMRC.

4.3.2 Who owns the investments in a Select ISA?

The Select ISA is managed in our name for the absolute benefit of you.

The legal title to all Select ISA qualifying investments is in our name or our nominee's. Any document evidencing title to an account investment issued shall be held by us or as we may direct.

In accordance with the ISA Regulations, you cannot assign the Select ISA or use it as security for a loan.

4.3.3 Treatment of maxi accounts, mini accounts and TESSA only accounts held by you at 6th April 2008

This Clause applies to accounts held by you with us immediately before the transitional time.

An account that, at the transitional time, is or has been designated as a mini account made up of a cash account qualifying investments only shall be treated as a Select Cash ISA on and from 6th April 2008.

An account that, at the transitional time, is or has been designated as a mini-account made up of a stocks and shares qualifying investments only shall be treated as a Select Stocks and Shares ISA on and from 6th April 2008.

An account that, at the transitional time, is or has been designated as a maxi-account and is made up of a stocks and shares qualifying investments only, shall

be treated as a Select Stocks and Shares ISA on and from 6th April 2008.

Where an account, at the transitional time, is or has been designated as a maxi-account and is made up of two parts –

- (a) the stocks and shares part, if it holds investments or cash at the transitional time, shall be treated as a Select Stocks and Shares ISA on and from 6th April 2008; and
- (b) the cash part, if it holds investments or cash at the transitional time, shall be treated as a separate Select Cash ISA on and from 6th April 2008.

4.4 Transfers

4.4.1 What rights do I have to transfer between ISA accounts?

You may make any transfer permitted by the ISA Regulations unless we have told you that facility is not available.

A transfer between ISAs or an account or part of an account shall be made –

- (a) directly between us and the other manager who shall be referred to as "the transferor" or "the transferee" as the circumstances determine, or
- (b) where we are the manager before and after the transfer, solely by us (and we shall maintain the records of both transferor and transferee required by the ISA Regulations).

The current tax year's subscriptions may only be transferred as a whole (with or without the whole or part of any previous years' subscriptions).

In the case of a cash account, the current year's subscriptions and the previous years' subscriptions may only be transferred to –

- (a) a stocks and shares account (if the account investor is 18 years of age or over), or
- (b) a cash account, belonging to you.

In the case of a stocks and shares account, the current year's subscriptions and the previous years' subscriptions may

only be transferred to a stocks and shares account belonging to you.

4.4.2 Treatment of subscriptions subsequent to a transfer.

When the current year's subscriptions (with or without other subscriptions) are transferred from a cash account to a stocks and shares account, the subscriptions so transferred shall be treated (for all purposes of the ISA Regulations), as if they had been made to the receiving stocks and shares account, and accordingly, shall not count towards the overall cash subscription limit in that tax year.

When the current year's subscriptions (with or without other subscriptions) are transferred from –

- (a) a cash account to a cash account, or
- (b) a stocks and shares account to a stocks and shares account,

the subscriptions transferred shall be treated as being made to the same account, for the purpose of making any remaining permitted subscriptions in that year.

4.4.3 How do I transfer another manager's ISA to my Select ISA or account?

You may transfer your ISA or any account of an ISA held with another manager to an appropriate account of a Select ISA.

You must give that manager an instruction to transfer all rights and obligations of the parties to that account to be transferred to the Select ISA and provide us with full details of what you wish to have transferred.

If you do not already have the particular account of the Select ISA you will be required to make an application for that.

We may confirm our acceptance of any such transfer request after;

- the completion by you of an application form (if necessary);
- payment of our charges

- the conditions attached to, and details of the investments to be transferred being received by and being acceptable to us; and
- the receipt of the declarations and information that the transferor is required to give us under the ISA Regulations that is acceptable to us.

4.4.4 How do I transfer between accounts within my Select ISA?

You may transfer your ISA or any account of a Select ISA to another appropriate account of the Select ISA.

You may give us an instruction to transfer, in such form as we may prescribe from time to time, to another account of an Select ISA with all rights and obligations of the parties to the account to be transferred in which case this clause shall apply.

We may require you to make an application for the relevant ISA. We cannot give effect to your instruction until the relevant account exists.

When we are asked to make a transfer being the transferor we shall within 30 days after the date of the transfer instruction give the transferee a notice containing the information about you and your account with us specified in the ISA Regulations.

4.4.5 How do I transfer to another manager's ISA account?

You may transfer your Select ISA or any account of your Select ISA to another manager with all rights and obligations to your account if you give us an instruction to transfer to another manager in such form as we may prescribe from time to time.

You will be required by the other manager to make an application for their ISA. We cannot give effect to your instruction until we are told that this has been done and a receiving ISA exists.

When we are asked to make a transfer being the transferor we shall within 30 days after the date of the transfer

instruction give the transferee a notice containing the information about you and your account with us specified in the ISA Regulations.

We will provide the Transferee with a declaration specifying that we have –

- fulfilled all our obligations to you, the Board or otherwise, which are imposed by the ISA Regulations;
- transferred to the transferee or a nominee for the transferee all account investments which are being transferred by virtue of your transfer request;
- taken the necessary steps to ensure that those account investments can be registered in the name of the transferee or the nominee; and
- that the information contained in the notice is correct.

The time within which we shall give effect to transfer instructions shall not normally exceed 30 days.

4.5 Closing a Select ISA

4.5.1 How do I close a Select ISA?

You may give us a withdrawal instruction and within such time as agreed between us and you, we will transfer or pay to you account investments, interest, dividends, rights or other proceeds in respect of the of the Select ISA specified in the withdrawal instruction after deduction of any charges that may be due to us.

The time within which we shall give effect to withdrawal instructions shall not normally exceed 30 days.

4.5.2 Closure of account and Capital gains tax

For the purposes of capital gains tax on the occasion when account investments are transferred from a Select ISA to you there shall be deemed to be a disposal and reacquisition by you of those investments for a consideration equal to their market value at the date of the transfer, in accordance with ISA Regulations.

4.5.3 Alliance Trust ceasing to act as an ISA manager

If we decide to stop managing ISAs then we shall give notice to the Board and to you of our intention to cease to act as the manager not less than 30 days before we so cease so that our obligations to the Board under the account can be conveniently discharged at the time we ceases so to act, and the notice you shall inform you of your right to transfer the account under the ISA Regulations.

4.5.4 What if I have made my ISA invalid?

If an Select ISA becomes invalid because either you have more than one account and the Select ISA is the first account subscribed to in the relevant tax year; or you have subscribed too much, then we will, (but only on the payment of such charges as are stipulated by us from time to time) on or after the date on which we receive from the Board a notice ("notice of discovery") that the account is invalid ("date of discovery") comply within 30 days with any directions in the notice of discovery.

4.5.5 What if I have opened and closed a cash account prior to the opening of the same type of account?

Where you within the same tax year subscribe to a cash account, then close it ("the closed account"), and subsequently subscribe to another cash account, and the closed account was (apart from under this clause) exempt from tax under the ISA Regulations, we shall apply the ISA Regulations to determine if the Select ISA is entitled to have tax relief applied to it.

4.6 Tax liabilities, reliefs and records

4.6.1 Alliance Trust's right to act on behalf of account investor

You authorise us so that we may under a Select ISA make claims, conduct appeals and agree on your behalf liabilities for and reliefs from tax in respect of an account and deduct any charge notified by us to you from your Select ISA.

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If any relief or exemption from tax previously given in respect of an account has by virtue of the ISA Regulations become excessive, in computing the relief due on any claim there shall be deducted those amounts required by the ISA Regulations (so that amounts equal to that excess are set-off or repaid to the Board, as the case may be) notwithstanding that those amounts have been invested.

Any amount so deducted shall be treated as an amount of income tax deducted at source and not repayable within the meaning and for the purposes of section 95(2) (a) of the Management Act.

4.6.2 Repayments in respect of tax to Alliance Trust

We shall apply any repayments of tax received from the Board when that repayment is received.

4.6.3 Records to be kept by Alliance Trust

Alliance Trust shall at all times keep sufficient records in respect of an account make such returns to the board and make available for inspection such information and documentation as is required to enable the requirements of the ISA Regulations to be satisfied.

4.7 Plans which were previously called Select PEPs

On and from midnight, 5 April 2008, the Select PEPs are regulated by Parts 1,2,4,6 and 7 of these Terms and Conditions.

Section 5 - First Steps Plan

5.1 Application

You can apply on behalf of a child if you are aged 18 or over. A First Steps Plan may be opened in joint names (up to four names). The application must be accompanied by your subscription.

You should complete an application form in your own names, but tell us that the First Steps Plan is being held by you as bare trustee by ticking the bare trust box on the application form and writing the words 'as bare trustee' after your signatures on the form. No more than four bare trustees may be named. The bare trustees inform us for whom the investment is held by putting the name and the date of birth of the child on the form. It is important that the bare trustees are individuals who are unlikely to lose touch with the child. Often both parents are the bare trustees.

5.2 Restrictions

The bare trust may not be used where there is a wish to impose a restraint upon the child's ability to hold and manage the investments at age 18 (16 in Scotland). If you wish to set up a trust to function as anything other than a bare trust, you should consult a solicitor or other professional adviser on how to establish the trust, how it should be administered, and the taxation position for the type of trust contemplated.

A separate bare trust must be set up for each child to ensure:

- the account is readily identifiable as the child's, and there can be no confusion when the assets in the bare trust are to be transferred;
- if the account is held for more than one child, problems could otherwise arise if the investments cannot be divided equally when each child wishes to access their entitlement; and

- the tax position is simplified as the necessary documentation is issued for the specified designated account.

A First Steps Plan is not a Child Trust Fund. It may be used to invest for any child, not just those eligible to have a Child Trust Fund.

5.3 Subscription

Anyone can provide the funds, but there are different taxation considerations depending on who does so.

5.4 Transfer In

Investments that are already held for the child in a designated account (i.e. the bare trustees hold a share certificate in their names with the designation for the child on it) or that are held in your own name can be transferred into a First Steps Plan at no charge. You should contact us for the transfer forms.

5.5 Instructions

If the account is in joint names, we will accept instructions on the signature or authorisation of the first named holder alone unless we are notified otherwise. This does not apply to withdrawals, transfers or termination of the Plan, all of which require to be signed or authorised by all the account holders.

If the account is held in the name of a trust, club or other organisation, any change in office bearers and authorised signatories must be notified in writing and specimen signatures with appropriate certified minutes or resolutions provided.

Instructions must be given to us in such form as we prescribe.

5.6 Cancellation

You cannot withdraw or cancel your application, but see Termination.

You can cancel OEIC, unit trust or ETF purchases but only where all of the following apply:

- you do so within 14 days of the instruction;
- you complete a cancellation form and return it to us properly completed within this time limit; and
- you do not already have a holding in that OEIC, unit trust or ETF.

If you exercise your right to cancel the instruction, and the price of the investment falls between us processing your instruction to purchase and processing your instruction to cancel the purchase, you will not receive a full refund unless the instruction to purchase was by way of a direct debit or an income redirection from another investment.

You may cancel an instruction to allocate cash to the Deposit Account but only where all of the following apply:

- you do so within 14 days of the instruction;
- you complete a cancellation form and return it to us properly completed within this time limit; and
- you do hold cash in the Deposit Account at the time of the instruction.

5.7 Administration

The bare trustees administer the First Steps Plan as if they owned the assets themselves. We send all documentation to the first named holder, who will be one of the bare trustees. You should remember that as a bare trustee your duty is to administer the First Steps Plan and safeguard the assets, which belong to the child.

5.8 Charges

The First Steps Plan can be linked to the account of an adult customer with us. This allows the First Steps Plan to qualify for a rebate of charges. Alliance Trust PLC weekly purchase charges incurred within a First Steps Plan in a tax year will be rebated where, at the end of the relevant tax year, all of the following conditions have been met:

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- the First Steps Plan is linked to the account of an adult with a relationship to the child;
- the First Steps Plan is open;
- the linked account is open and the Plans held in that adult's account have an aggregate value of at least £10,000 at the end of the relevant tax year; and
- the child is still under 18 years of age.

Any rebate will be allocated to the same Security Account(s) from which the charges were previously deducted within 30 days of the end of the relevant tax year. Stamp duty and any other applicable taxes are not rebateable.

5.9 Withdrawals

You can make withdrawals of cash and/or investments at any time. You should contact us for a withdrawal form, which must be signed by all joint holders.

Cash - withdrawal of net sale proceeds or cash held on deposit will incur the cash withdrawal charge. Payment will be made by cheque and sent to you.

Investments - may be transferred into your own name, or into a nominee of a firm authorised and regulated by the FSA. There is a charge for each investment transferred.

5.10 Transfer of investments

We do not prompt the bare trustees to take any action when the child reaches 18 years of age. It is up to the trustees to make arrangements with the child. The child may continue to hold the investments with us in a Select Investment Plan. In this case, they must read the documentation and complete an application form. The bare trustees sign a form of direction instructing us to transfer the assets to the new Select Investment Plan, which is given a new account number.

We carry out this procedure free of charge and, once completed, the bare trustees have no further involvement. Alternatively, the investments and cash

may be transferred out to the individual at 18 years of age.

If there are problems with the transfer process, we reserve the right to transfer the assets only to the bare trustees, or to freeze the transfer process until the bare trustees comply with any requirements imposed, or obtain a court order as to who is entitled to the assets.

We will not be responsible for any costs incurred in determining to whom the assets belong and also reserves the right to require reimbursement for additional administration or other costs incurred. We do not accept responsibility for any individual's claim that the assets held by bare trustees in a First Steps Plan should have been transferred to them, or that the income arising should have been dealt with in any particular manner, nor for any claim in respect of the creation or operation of a bare trust, or any other trust, affecting the First Steps Plan.

5.11 Taxation

We do not provide advice on taxation matters.

5.12 Power of attorney

Instructions will be accepted to the extent authorised in a Power of Attorney subject to us being satisfied as to its extent and validity.

Section 6 - complaints and compensation

6.1 Complaints procedure

A complaint should be made to us in the first instance. Complaints made directly to the Financial Ombudsman Service will not be investigated without first being referred to us.

A complaint may be made in writing, by fax, by e-mail, by telephone or in person. The complaint should be addressed to:

Address	Customer Services Manager, Alliance Trust Savings Limited, PO Box 164, Meadow House, 64 Reform Street, Dundee DD1 9YP
Tel	01382 201900
Fax	01382 202250
Email	contact@alliancetrust.co.uk

It may be made by you, or on your behalf by another person, provided that person has your written authority to do so.

We will, within five business days from the date of receipt of the complaint, acknowledge the complaint in writing to you, or to the person who is complaining on your behalf, and provide details of our complaints process. Where the complaint has been made by telephone or in person, our letter of acknowledgement will state our understanding as to the nature of the complaint being made, and the person to whom it is addressed will be invited to confirm in writing the accuracy of our statement. At this point, the letter of acknowledgement will be signed by the person investigating the complaint or, alternatively, state who is to investigate the complaint. The letter of acknowledgement will not pre-empt any investigation of the complaint that might follow.

We will ensure that the investigation is carried out by a person of sufficient experience and competence, who has not been directly involved in the subject matter giving rise to the complaint.

During the course of investigating a complaint, we may refer to any relevant information regarding the subject of the complaint. This may include documentation received from you, such as application forms and correspondence, and also correspondence that may have been received from any third party relating to the subject matter. We may also, if appropriate, refer to contract notes, HMRC rules and any recordings of telephone calls that may have taken place between us.

We aim to complete our investigation and issue a final response within four weeks. However, if after four weeks we have not issued a final response, we will write to confirm that the complaint is still being investigated. If after eight weeks we are not in the position to issue a final response, we must inform you that, if you are dissatisfied with the delay, you may refer the complaint to the Financial Ombudsman Service.

A final response is the letter detailing to you the findings of our investigation into the complaint. This letter must detail the outcome of the investigation and, if appropriate, any offer of redress by us. We ask that you confirm acceptance of any offer of redress in writing before we act on it. We must also explain at this point that, if you are not satisfied with the outcome, you are entitled to refer your complaint to the Financial Ombudsman Service, which must be done within six months of our final response. We will provide you with the full address and telephone number of the Financial Ombudsman Service and also provide you with a copy of the Financial Ombudsman Service's explanatory leaflet.

If we do not hear from you within one month of issuing our final response, we may write to you again. Any further correspondence will only be sent by way of a reminder and does not prevent you from taking your complaint to the Financial Ombudsman Service. If a further month passes without a response, we will

close our file on your complaint. Again, this does not prevent you from taking your complaint to the Financial Ombudsman Service, bearing in mind that you must do so within six months of us sending our final response to you.

We are required under the rules of our regulator, the FSA, to have in place procedures to deal with complaints to ensure that they are handled fairly, effectively and promptly and to make available details of its complaints procedure.

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR
(Tel: 0845 080 1800)

6.2 Compensation

We are covered by the Financial Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000.

Further information about compensation arrangements is available from us or from the FSCS at www.fscs.org.uk, or by phone on 020 7892 7300.

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Section 7 - Alliance Trust Online Terms of Use

7.1 Introduction

This Section 7 determines how we provide you with the facilities of Alliance Trust Online. It details how you can use Alliance Trust Online and allow Instructions to be completed and acted upon by us in accordance with this Section 7 without the necessity of a written instruction from you to us. It does not however, prevent you from using current Pan methods to complete an Instruction.

This Section 7 governs the availability and use of Alliance Trust Online. These are to be read in conjunction with the other Sections of the Terms and Conditions of your Plan.

This Section 7 replaces any other Terms of Use and User Registration Terms & Conditions issued by us to you in their entirety.

7.2 Alliance Trust Online: Types of Online Dealing

Conditional Orders, Deal Now, Cross Plan Trading and Reinvestment Trading, are available through your Plan only through Alliance Trust Online. The terms on which these operate are set out in clause 3 together with any specific terms set out in this clause.

Conditional Orders

Conditional Orders consist of Market Orders and Limit Orders. A Conditional Order may be cancelled at any time before it has been Traded.

Market Orders

We will execute a Market Order in respect of a Plan as soon as reasonably practical on the relevant market.

Limit Orders

We will execute a Limit Order when the conditions set by you have been fulfilled, unless it has been cancelled by you

before that time or has expired.

Unless you instruct us otherwise, when a Limit Order is not immediately executed we will not take measures to facilitate making public immediately that Limit Order to the market.

If you decide to place a Conditional Order with us you accept that:

- the placing of a Conditional Order is entirely at your own risk and to the extent that disputes arise which are caused by matters beyond our control, you accept sole responsibility and that We have no responsibility for such matters;
- it is your obligation to review Conditional Orders on a regular basis so that you are aware of your commitments and that these remain in line with your current investment objectives, and that there is sufficient money in your Online Dealing Account to allow us to execute the Order on your behalf;
- we do not guarantee that Conditional Orders will be executed even if the limit price is met. This could be as a consequence of:
 - market conditions at the time (for example if the market is so volatile that prices quoted by the Market Makers are only indicative rather than guaranteed);
 - other customers having placed similar Orders, but then having an earlier time priority than your Order are executed in priority to your Order;
 - corporate actions remove the particular security or unit trust; or
 - other factors which are outside of our control.

Cross Plan Trading

Each Order will be Traded in each Plan selected by you at the same time.

Cross Plan Trading is only available during the Relevant Market's Opening Hours.

Deal Now

Your Order will only be Traded if accepted by the Market Maker before the close of the relevant market.

Deal Now is only available during the Relevant Market's Opening Hours.

Reinvestment Trading

The Deal Now purchase will not be effected by us unless and until the Deal Now sale has been executed.

Reinvestment Trading is only available during the Relevant Market's Opening Hours.

7.3 How Online Dealing works

Placing an Order

An Order or Instruction effected using Alliance Trust Online (except for a Conditional Order) shall be irrevocable once the visual or graphical "Confirm" button (or its equivalent) or interface has been clicked where indicated. We shall act upon any Order or Instruction so effected. An Order will only be filled if it can be executed in full in one Trade. An Order will be executed by us on the best price made available to us by our Market Makers at the time you instruct us to trade. You will then have responsibility for such Orders.

Account Administration

Online Dealing will be conducted by us using the Plan Online Dealing Account. Only the money held by us in your Online Dealing Account will be used by us to effect a purchase or sale of a Security or unit trust through Alliance Trust Online. If you hold money in a Plan through a Security, Deposit or Income account it must be moved by you to the Online Dealing Account before that money will be used by us to effect a purchase or sale through Alliance Trust Online, or take that money into account to assess if you

have sufficient money to give effect to an Order.

Prior Payment for Orders

Orders will only be accepted by us to purchase securities or unit trusts when you hold sufficient money in your Online Dealing Account to cover the cost of the transaction (including any amount in addition to the current price of the Securities we consider may be needed to cover associated costs and the possibilities of fluctuations in price before execution) or are due to receive proceeds of a recent sale through us, in which case you authorise us to apply these proceeds to your purchase. We will only accept Orders to sell Securities which you hold in your Plan when we have no reason to believe you do not have full legal title to deal in that Plan and that Security or unit trust and you hold sufficient money in your Online Dealing Account to cover the cost of the proposed Order. Once we have received your Orders, you will not be able to change them, except in the case of Orders necessarily pending execution, such as Conditional Orders.

Priority of Orders

Orders will be executed by us on a time priority basis, consequently this may mean that we are not able to execute a particular Order. This means if a customer has placed an Order before you, (or you have placed an Order for more than one Security or unit trust) then the first Order will be traded first.

Trades above maximum electronic size

When you wish to trade in a size that exceeds the maximum electronic size, your confirmed Order will be automatically submitted to our dealing desk so that our dealers may execute the Order. In these circumstances we may not always be able to obtain a quote for your Instruction to sell or purchase.

Corporate Action and Trades

In the event that a corporate action

affects share price, it is your responsibility to delete any open Order or amend it in response to prevailing market conditions. If a corporate action removes a Security or unit trust for which you have placed an Order, we will not be able to fill that Order.

Internet Efficiency

Alliance Trust Online allows Orders to be passed and executed through the internet. We do not guarantee that Prices and the ability to execute Orders online will always be available for the entire range of Securities at all times. Under certain circumstances Prices, and the ability to execute Orders through Alliance Trust Online, may be unavailable for individual Securities or unit trust or for the entire range of Securities or unit trusts. If we accept your confirmed Instruction or Orders we will use reasonable endeavours to carry them out. However, we will not be liable for any Losses you incur if we are unable to do so for whatever reason or if there is a delay or change in market conditions before the transaction is effected.

Overriding Rules

All exchange transaction will be subject to the rules, regulations, customs and market practice of the relevant investment exchange on which the transaction takes place and any such applicable rules and regulations will be binding on you and us. In the event that these contradict these Terms of Use, the rules, regulations, customs and market practice of the relevant investment exchange shall prevail.

Our Online Conduct

We will provide best execution on all transactions when it applies, in accordance with, and as applied by us under the FSA Rules and the rules of the relevant investment exchange. When the market is overseas, prices will reflect local charges. In overseas markets we may use local agents and such investment

markets, Market Makers or agents may levy additional charges. In such circumstances we may rely on our local agents to obtain best execution. We will tell you if there is a variation to the charges for that Order from that which applies to Alliance Trust Online Services on UK investment exchanges.

We reserve the right in all cases to refuse or cancel an Order or Trade without notice when we believe there is sufficient justification. If we are permitted to tell you we will tell you what that justification is when we cancel the transaction. This may include, for example, (without any limitation on our discretion) circumstances when we are requested to do so by our Market Maker or the relevant investment exchange, or when we believe it is necessary to maintain an orderly market or when you execute multiple Orders in the same Security or unit trust within a short space of time, or when aggregate size exceeds the maximum electronic size. We shall not be liable for any Losses you incur as a result of the cancellation of a transaction in such circumstances.

Limits of Real Time Trades

Instructions to Trade in unit trusts and OEICS will normally be for the earliest possible execution. When we receive your Order it will be executed on the following business day of the relevant market.

Joint Plan Holders

When a Plan is held in joint names we will accept instructions from either named holder when they operate Alliance Trust Online using their PIN and customer identification.

7.4 When you can use Alliance Trust Online and Your Responsibilities

Alliance Trust Online will normally be available to you 24 hours a day seven days a week. We may need to restrict access to all or part of Alliance Trust Online to facilitate maintenance of

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Alliance Trust Online. We will normally give you warning of this.

Your responsibilities

Before accessing Alliance Trust Online, you will need:

- access to the internet;
- a current valid e-mail address;
- your PIN;
- your Customer Identification; and
- a Plan.

The PIN and Customer Identification are the same as is used for Telephone Instructions. If you do not already have a PIN and Customer Identification you can request one from www.alliancetrust.co.uk by clicking on Alliance Trust Online "Register" button.

Before you begin using Alliance Trust Online it is important that you consider your responsibilities. By agreeing to these Terms of Use you agree and confirm to us that the following statements are true and that you will only continue to operate your Online Dealing Account if all of the statements are true and continue to be true at the time you use Alliance Trust Online.

- You warrant that you are acting as principal unless you inform us to the contrary;
- You have agreed to be bound by and have all requisite power authority and approvals to enter into and perform your obligations under these Terms of Use;
- You have due and full authorisation to act in all respects and give effect to each transaction or activity under this Terms of Use, you have full authorisation to debit any bank account you have presented to us through a debit card or direct debit mandate that may be used by you to make payments to a Plan, and indemnify and will keep us indemnified against all Losses if this is found by us to be not true;

- You have full right and entitlement to trade in the Securities that you wish to trade in. If you do not, any Orders implemented by us at your request shall be reversed by us at your expense.
- Your execution of an Order or transaction, or other activity does not contravene, conflict or constitute a default under any law, regulation, rule, decree, order, judgement or charge, contract trust deed or other instrument binding on you;
- You warrant that you have not asked us to make you any statements, representation, promises, or undertakings whatsoever in relation to an investment you hold or are considering dealing in and you are not relying upon any such statement, representation, promises, or undertakings;
- You will not use our Alliance Trust Online service or internet site for any purpose which is unlawful, abusive, libellous, obscene, or threatening;
- You will not make use of our Alliance Trust Online to undertake insider dealing or market abuse and, in using our services you will observe the standard of behaviour reasonably expected of persons in your position in relation to the market concerned and will not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position in relation to the market concerned;
- You will make payment to a Plan or to us only by those methods we have notified to you; and
- You will ensure that all assets deposited with us are free of any lien or undertaking. You accept full responsibility for the monitoring of your Plans through Alliance Trust Online. You agree to notify us immediately if you become aware of any of the following:
 - loss, theft or unauthorised use of your PIN or Customer Identification;
 - that you have not received, within the expected timeframe, a message from us indicating that an instruction or Order was received and/or executed;
 - that you have not received within the expected timeframe, an accurate contract note in respect of a transaction;
 - receipt by you of a contract note or confirmation of an Instruction, Order or Trade which you did not place;
 - a change to an e-mail address given by you to us;
 - a change in your Personal Details; and/or
 - any inaccurate information in your Plan holdings, account balances, assets held or transaction history or personal data.

7.5 Your Agreement with us on the use of Alliance Trust Online

This Section 7 and the Terms and Conditions of your Plan are the whole agreement between us in relation to Alliance Trust Online.

7.6 Your Authorisation

It is your responsibility to maintain the security of your Customer Identification and PIN. Any Order or Instruction completed under that PIN and Customer Identification will be an Order or Instruction completed by you unless you have notified us of the loss or theft of your PIN or Customer Identification before the Order or Instruction is given (in which case that PIN access will be terminated immediately and a new one issued) or we are notified by the police or other relevant authority and have told you of the loss or theft of your PIN (in which case that PIN access will be terminated immediately and a new one issued to you).

You will be responsible for the provision of the necessary computer access, hardware or software to allow you to access Alliance Trust Online.

7.7 Our liability to you

Nothing shall exclude or restrict liability for death or injury resulting from the negligence of us or our employees while acting in course of their employment.

We will not be liable to you for Alliance Trust Online not being available to you, or becoming unavailable before the execution of an Instruction.

We will not be liable to you in respect of a Personal Detail that we hold which has changed when you have not notified us of that change.

We will not be liable to you if a communication sent by us to an e-mail address supplied by you to us is not the correct e-mail address, is invalid or otherwise unable to receive incoming e-mails, unless you have notified us before the date of the particular communication of that fact. The internet is not an entirely reliable medium. Delivery times of messages sent using the internet can be delayed considerably often depending on your internet service provider, the way in which the message has been sent or routed on the internet and other third party service providers. We do not accept any liability for Losses which may occur as a result of any such delay.

If the customer demand for a Security or unit trust exceeds what can be processed or market conditions fluctuate once you have given an Order, we cannot accept Losses you incur for any reason (other than as provided for in this Terms of Use and your Plan Terms and Conditions) that gives rise to a delay in execution of your Order or change in market conditions.

We shall not be liable in contract, tort or otherwise for any Losses whatsoever caused by your use of Alliance Trust Online otherwise our liability in contract, delict, tort or otherwise to you arising out of or in connection with the use of Alliance Trust Online is as stated in your Plan Terms and Conditions.

Each of these paragraphs limiting or excluding liability operate separately and

shall survive independently of the other paragraphs.

7.8 Market Information

The news, prices, opinions and other information on the Alliance Trust Online and the Alliance Trust Savings website or which we may otherwise provide to you is provided solely to facilitate you making your own investment decisions and does not constitute any recommendation, representation, promise, or undertaking whatsoever to you about that decision. The Market Information is obtained by us from sources we believe to be reliable. The Market Information is subject to immediate change without notice to reflect changes in the underlying information. Neither we nor any of our associated companies make any representation as to the completeness accuracy or timeliness of the Market Information, or of any opinions expressed nor do we or they accept any liability for any losses, costs, liabilities or expenses (including with limitation loss of profit) which may arise directly or indirectly from the use of, or reliance, on the Market Information.

7.9 Other Conditions

In an effort to ensure that service levels are constantly improved we may record or monitor telephone conversations, e-mail traffic and the use of Alliance Trust Online for training and research purposes. In the event that any provision or any part of any provision shall be held unlawful or invalid for whatever reason it shall be deleted or such modification made as may be necessary to make it valid and enforceable and so that the remaining provisions shall continue in full force and effect. These Terms of Use shall be governed by and construed in accordance with the Laws of England.

7.10 Copyright and use of Service

Copyright in the pages of Alliance Trust Online, in the screens displaying the pages and in the information and

material contained therein and their arrangement is owned by Alliance Trust Savings Limited unless otherwise indicated.

Reproduction of these pages in whole or in part without the prior written consent of Alliance Trust Savings Limited is strictly prohibited unless for private, non-commercial viewing purposes.

7.11 Payments and Charges

Payments through Alliance Trust Online can only be made using such methods we tell you are acceptable to us.

You have told us about any limits placed by your bank or building society on your debit card, and arranged for any payment to us to be collected by us in full.

Payments made by you using Alliance Trust Online will be placed in the relevant Plan Online Dealing, Security or Deposit Account.

Charges will be deducted on completion of a Trade from the relevant Online Dealing Account. When an Instruction gives rise to a Trade that involves the sale or purchase of more than one Security or unit trust, or the sale or purchase of a Security or unit trust in more than one Plan, a charge will be due to be deducted from the relevant Online Dealing Account in respect of each Instruction when the Trade is completed.

You agree to the charges set out in the relevant Alliance Trust Select Plans Charges Schedule.

Any variation of these charges will be made in conformity with your Plan Terms and Conditions variation clause, unless you have agreed otherwise.

Terms and conditions

7.12 Communication

You can communicate with us about Alliance Trust Online by e-mailing online@alliancetrust.co.uk

We will issue contract notes to both your main and secondary e-mail addresses (if you have provided a secondary e-mail address). All other e-mails from us will go to the main e-mail address only.

7.13 Definitions

In addition to the definitions contained in the Terms and Conditions of your Plan for Alliance Trust Online:

Alliance Trust Online Means that part of the Alliance Trust web site through which you may effect an Order or an Instruction;

Conditional Order Means a Market or Limit Order;

Consideration Means the Price for a security multiplied by the number of shares or units of that Security that are to be traded;

Cross Plan Trading Means the ability for you to Instruct us to Trade in a single Security or unit trust in Real Time, across one or more Plans at the same Price;

Deal Now Means the ability for you to Instruct us for a Plan to secure a quotation of a Security or Unit Trust's value and the subsequent purchase or sale of that security or unit trust at a Price. Deal Now is a Real Time trading service which allows you to request and (if acceptable to you) accept a Real Time quote from the relevant Market Maker and Order us to Trade;

E-mail Means the electronic communication which Alliance Trust Savings or you may send;

FSA Rules Means the current rules of the Financial Services Authority;

Fund Means a unit trust or a security that is an OEIC;

Income Account Means the Cash Account which you instruct us to pay dividends, interest arising from a security or

otherwise from your Plan to you or your direction;

Instruction Means each use by you of any one or more of the available functions described in this Terms of Use which involves a change to your Plan or Plan details held by us: your use of any or all of the functionality of Alliance Trust Online will be an instruction from you to us to do as you have asked;

Limit Order Means the ability for you to Instruct us for a Plan to place an Order with us that is not to be Traded by us until the condition or conditions set by you have been fulfilled;

Losses Means loss of business, contracts, profits or anticipated savings or for any indirect, incidental or special loss;

Market Order Means the ability for you to Instruct us for a Plan to place an Order with us by you either Real Time or outside of the relevant investment exchanges' market opening times that is to be executed when the market is next open;

Market Information Means that information described in clause 7;

Market Maker Means the electronic system, person or firm contracted by us to provide Prices for a security or other a financial instrument;

Maximum electronic size Means the number of shares or units below which a Market Maker will normally be obliged to give effect to a trade;

Online Dealing Means the placing by you of an Order through Alliance Trust Online which is then filled by us Online Dealing Account Means the Security Account by and through which all dealing in securities through Alliance Trust Online will be effected;

Order Means a confirmed Instruction from you to us to execute a trade;

Payment Means a contribution, payment or subscription to a Plan;

Personal Details Means the data held by us that are particular to you;

Price Means the current market price for a Security made available to us from our Market Makers at the time of an Order;

Real Time Means the ability to take action immediately on receiving an Instruction;

Relevant Market Opening Times Means the period when the relevant market is open. The relevant UK markets are usually open between 8a.m. and 4.30p.m. Monday to Friday, excluding Bank holidays;

Reinvestment Trading Means the ability for you to Instruct us for a Plan to use the Deal Now service to allow you to request and view quotes to sell a security or unit trust and purchase another security or unit trust through a Plan one immediately after the other;

Security Means investment in a company or in government debt which can be traded on the relevant markets;

Terms of Use Means this document or previous versions of it;

Trade Means the placing by us of your Order which is then completed by a Market Maker;

User Registration Terms and Conditions Means this Section 7 Terms and Conditions that governed the use of the ATS On Line Service.



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