

Lifetime ISA Declaration

This is a copy of the declaration you received when you applied for your Lifetime ISA. Please keep it for your records.

I declare that:

- All subscriptions made, and to be made, belong to me.
- Either:
 - I am 18 years of age or over, and under the age of 40, or
 - the account is being opened to receive investments from another Lifetime ISA, a defaulted Lifetime ISA subscription or a returned withdrawal after a failed first time residential purchase
- I have not subscribed and will not subscribe more than the overall subscription limit in total to a Cash ISA, a Stocks and Shares ISA, an Innovative Finance ISA or a Lifetime ISA in the same tax year.
- I have not made current year payments, and will not make current year payments, that exceed the Lifetime ISA payment limit.
- I have not subscribed and will not subscribe to another Lifetime ISA in the same tax year that I subscribe to this Lifetime ISA.
- I have not made current year payments, or transfers from a Help to Buy: ISA, and will not make current year payments, or transfers from a Help to Buy: ISA, to another Lifetime ISA in the same tax year that I subscribe to this Lifetime ISA.
- I agree to the **Lifetime ISA Terms & Conditions**.
- (Other than for accounts opened to receive investments from another Lifetime ISA, a defaulted Lifetime ISA subscription or a returned withdrawal after a failed first time residential purchase) I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform Bath Building Society if I cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

I authorise Bath Building Society:

- to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds (including any Lifetime ISA government bonus) in respect of those investments and any other cash.
- to make on my behalf any claims to relief from tax in respect of ISA investments.
- to submit Lifetime ISA bonus claims to HMRC on my behalf.
- to withhold and deduct from a balance in the Lifetime ISA and to pay to HMRC any charges due on withdrawals.
- to make a record in writing in accordance with Regulation 12B paragraph 7(a) of the Individual Savings Account Regulations where required to do so.

I agree to be bound by the Rules of the Society and the terms of the account including the Terms and Conditions and the **Agreement to Assign Windfalls to Charities**. A copy of the Rules is available from Head Office and our Branches. I declare that the money being saved is my own and will not be held by me as a trustee for a body corporate, or persons who include a body corporate.

I declare that the information given is correct to the best of my knowledge and belief.

If you have not applied for a Lifetime ISA with Bath Building Society, please contact us immediately by emailing us at savings@bibs.co.uk or call us on 01225 423271.



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Lifetime ISA Terms & Conditions

This document must be read with our **Savings Terms & Conditions**. A copy of this document can be found on our website. Before you open an account, you should read all the terms and conditions as you will be legally bound by them. If you do not understand any points in this document, please contact us.

1. A Lifetime ISA may only be held by an investor in his or her sole name. Joint accounts are not allowed.

2. If you are not a UK resident, you may still be able to open this account if you meet the government's Lifetime ISA requirements. Please see the **Lifetime ISA Declaration** for more details.

3. If you apply for an account and do not:

- pay in any money,
- provide ID if required, or
- if your details do not match with HM Revenue and Customs (HMRC) records and you do not correct them,

then we will close your account after 60 days. If this happens, you will not have subscribed to a Lifetime ISA in that tax year. If you are applying and are nearing your 40th birthday, you must pay money into the account at least 14 days before your 40th birthday. If not, you will not be able to open a Lifetime ISA.

4. All Lifetime ISA deposits must remain in the beneficial ownership of the investor. Any rights in respect of your Lifetime ISA may not be assigned and those rights may not be used as security for a loan.

5. The ISA Manager will satisfy themselves that any person to whom they delegate any of their functions or responsibilities under the terms agreed with the investor is competent to carry out those functions and responsibilities. If you have your Lifetime ISA with us, we are the ISA Manager.

6. You must be at least 18 years old and under 50 years old to invest in a Lifetime ISA.

7. A Lifetime ISA may not be transferred from one investor to another.

8. If you tell us that you wish to cancel your Lifetime ISA agreement within 30 days of the start date, the account will be treated as never having been a Lifetime ISA.

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

You must tell us if you cease to be so resident and ordinarily resident or to perform such duties or be married to or in a civil partnership with a person who performs such duties.

10. On the instructions of the investor and within the time stipulated by the investor (subject to the minimum period of five working days), a Lifetime ISA with all rights and obligations can be transferred to another ISA manager in accordance with the ISA regulations relating to transfers. Partial transfers of current year and/or existing subscriptions are permitted.

The maximum Cash Lifetime ISA subscriptions in each tax year (tax year runs from 6 April to 5 April) are £4,000.

11. On the instructions of the investor and within the time stipulated by the investor (subject to the minimum period of five working days), all the investments held in the ISA and proceeds arising from those investments can be transferred or paid to the investor.

Sections A and B in the **Lifetime ISA Key Product Information** document explain why you may get back less than you pay in and exceptions to the government withdrawal charge.

12. If HMRC rejects an application for a bonus payment it will set out its reasons and we will tell you within 14 days of being told by HMRC. You may apply to HMRC within 90 days asking them to reassess their decision. If you are successful, HMRC will ask us to reapply for the bonus.

13. If a government bonus has been wrongly paid, or a government withdrawal charge has not been applied when it should have been,

HMRC can claim the amount from you. We will claim the amount due to HMRC from your account if they tell us to do so.

14.

If you think a government withdrawal charge has been made incorrectly, you can apply within 4 years of the charge being made to HMRC for a refund of the charge.

If you tell us to close your account, we will pay the money to you. This will include the interest and government bonus, but the government withdrawal charge may be applied. We will pay the money to you when you ask us to or within five days of you telling us, whichever is longer.

You will not be able to replace the amount you take out in the future.

15.

If a government withdrawal charge applies, we will contact you to confirm you agree. We will not pay the money to you until you confirm you agree.

Sections A and B in the Lifetime ISA Key Product Information document explain why you may get back less than you pay in and exceptions to the government withdrawal charge. Please see **Section D** of the Lifetime ISA Key Product Information document for timescales on withdrawals for a first house purchase.

16.

You can only ask to withdraw up to your cleared balance. We will cancel any withdrawal that is more than your cleared balance. If the government withdrawal charge applies, this will be taken from the amount you withdraw.

17.

Withdrawals from your account, including closure, can be made by:

- cheque;
- electronic payment to your nominated UK bank account;
- transfer to another Bath Building Society account in your name (subject to the terms and conditions of that account);
- for withdrawals for a first house purchase, electronic payment (but not Direct Debit) to your conveyancer;
- Lifetime ISA transfer to another provider.

Withdrawals may be subject to a government withdrawal charge.

You can make a non-house purchase withdrawal by requesting a payment from our customer service team or at one of our Branches.

18. **Sections A and B** in the Lifetime ISA Key Product Information document explain why you may get back less than you pay in and exceptions to the government withdrawal charge. Please see **Section D** of the Lifetime ISA Key Product Information document for details of how to make a withdrawal to buy a house.

19. You cannot pay interest on your Lifetime ISA into another account here or elsewhere. This is because any payments out will cause a government withdrawal charge if not for a first house purchase or for retirement.

20. If you have a terminal illness and have less than 12 months left to live, you can make as many withdrawals as you like. There is no government withdrawal charge if this is the case. You must send us written evidence from a UK registered medical practitioner (or equivalent if living overseas).

21. In the event of death, we will pay interest up to the date of death. The account will transfer to an Instant ISA account from the date of death and will be dealt with in keeping with HMRC regulations and guidance. If this happens, we will inform your personal representatives of the new rate and terms of the account.

22. If we have received your completed application including the declaration, the account opening date is the date that we get your first payment. This is the date your 12-month period starts if you want to make a withdrawal for a first house purchase.
- If we do not get your first payment within 60 days of application, the account will be closed. If we do not get your first payment at least 14 days before your 40th birthday, you cannot open a Lifetime ISA.

23. You do not have to pay income tax on the interest paid in each of the years that you have your Lifetime ISA if you follow the terms and conditions.

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24. You may only subscribe to one Lifetime ISA in any tax year.
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25. We will tell you if, by reason of any failure to satisfy the provisions of the ISA rules, your ISA has, or will become, void.
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26. We only provide Cash ISAs and Lifetime ISAs as defined by the government.
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27. We will operate the account in keeping with government legislation and HMRC regulations and guidance.
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