

Terms and Conditions (Spread Free Account)



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Registered in England and Wales.
Registered No: 05614477
Authorised and regulated
by the Financial Conduct Authority.
FCA Register No: 446677

1. INTRODUCTION:

The 'Spread Free' Account is offered by Spread Co Limited ("Spread Co") in accordance with these Terms and Conditions (the "Spread Free Terms") to existing and new clients of Spread Co ("You" or "Your") (the "Spread Free Account").

2. BINDING AGREEMENT:

You agree that by selecting a Spread Free Account, You will be bound by the Spread Free Terms as well as Spread Co's Spread Betting Terms of Business that apply to Your Account ("Spread Co Terms"). In the event of any conflicts or inconsistency between Spread Co Terms and these Spread Free Terms, Spread Co Terms shall prevail.

3. ELIGIBILITY:

To be eligible to apply for a Spread Free Account, You must:

- 3.1.** hold a GBP, USD or EUR SPREAD BETTING account with Spread Co ("Account")
- 3.2.** be over eighteen years of age
- 3.3.** not be a professional client of Spread Co and/or any of the affiliates of this company
- 3.4.** be eligible for a Spread Betting account

4. DURATION:

The Spread Free Account is available from 27/05/2018

5. HOW TO PARTICIPATE:

You must notify Spread Co that you wish to have a 'Basic Spread Free Account' or a 'Bronze Spread Free Account' (either on application of a new account or subsequently by contacting your relationship manager).

6. TYPES OF SPREAD FREE ACCOUNT

- 6.1.** Qualifying Spread free trades have limits on trading parameters as displayed in Appendix 1 for 'Basic Spread Free Account' or a 'Bronze Spread Free Account'
- 6.2.** 'Basic Spread free account' has no subscription fees for the account type; 'bronze spread free account' is charged a monthly fee as stipulated in Appendix 1 dependent on the account. Where you open a 'bronze spread free account' the charge is applied on a pro rata basis for the remainder of the calendar month. Ongoing fees are charged at the 1st of the month, per calendar month. Unless stated otherwise by Spread Co, the fees will be deducted directly from your Spread Free Account.

In the event a subscription based Spread Free account is closed, any subscriptions paid are non-refundable. Subscription accounts need to be funded on opening. Where there are insufficient funds available in your account valuation to cover the cost of your Bronze Spread Free Account fee, your account will automatically be downgraded to a Basic Spread Free Account, unless you instruct us otherwise.
- 6.3.** Clients are eligible for a single account type only, 'Basic Spread Free', 'Bronze Spread Free' or 'standard spread betting'. Clients are able to switch between types by contacting Spread Co. Positions may remain open on existing account type, where needed.
- 6.4.** Eligible markets for 'Spread Free' are stipulated in Appendix 2, and are subject to change without notice. Markets not defined in Appendix 2 are not eligible for Spread Free and do not participate in the allocated free opening trades.
- 6.5.** Spread free account (s) maximum stake limits apply for each account type, as defined in Appendix 1. This is the maximum trade stake per trade available for Spread Free account types. Closing trades are not limited to the maximum stake limit.
- 6.6.** Spread free account (s) maximum spread free opening trade limits apply for each account type defined in Appendix 1. This is the maximum number of trade per business day. Free opening trade eligibility begins at 10pm per business day. Number of Spread free trades apply on 'opening trades' only, closing trades are not charged. In the event daily opening trades exceeds the allocated free amount, additional opening trades are charged an excess commission as defined in Appendix 1. Excess trades are limited to the max stake per trade, charged against the stake size. The charge is applied at the time of the opening trade for excess free trades, in the account currency. The closing trades are not charged. Closing trades are not limited to the max stake limit.
- 6.7.** Max position limit applies per market traded as defined in Appendix 1.
- 6.8.** Interest on account balances are paid to eligible Clients.

6.9. Payments and charges applied as normal to all account types, e.g. overnight charges, Dividends and interest.

6.10. 'Spread Free' facility will be disabled for up to 2 minutes around major economic data or change in market trading condition to abnormal events.

7. LIABILITY

7.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified Spread Co at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified Spread Co at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Spread Co will or may become liable by reason of or related or incidental to any act, default or omission by You under these Spread Free Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Spread Free Terms by You. To the maximum extent permitted by law, You agree to hold Spread Co, its directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by Your holding of a Spread Free Account.

7.2. To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Spread Free Account are hereby excluded, and You expressly waive any and all such rights.

7.3. Where account is switched from Standard to Spread Free, orders will be updated to reflect zero spread market where available and applicable.

8. GENERAL CONDITIONS:

8.1. Interest payments are transferable to other Spread Co Accounts.

8.2. The Spread Free Account is limited to one account per customer.

8.3. Spread Co reserves the right to refuse any Qualifying Applicant to participate in this account type that is believed to be in breach of the Terms and/or Spread Co Terms. In the event that such Qualifying Applicant or a non-Qualifying Applicant (the "Unauthorised Participant") takes part in the account type, Spread Co reserves the right, without prejudice to any other rights under the Terms and/or Spread Co Terms, to immediately withdraw the Account.

8.4. Spread Co reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this account type, or any aspect of it without prior notice. In such event, Spread Co will make reasonable efforts to notify You by email.

8.5. If the account type cannot be executed as planned, including any problems or technical malfunction beyond our control, we shall incur no liability.

8.6. All former and current employees, interns and contractors of Spread Co (the "Staff"), and each of its affiliates and subsidiaries and the Staff's immediate family members and persons with whom such employees are domiciled are prohibited from holding a Spread Free Account.

8.7. Qualifying Applicants are solely responsible for the payment of any and all taxes.

8.8. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

8.9. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

8.10. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. Spread Co's privacy policy can be found here: <https://www.spreadco.com/privacy-policy>

8.11. This Account Type is subject to fair use policy and consequently we have the right to withhold the Spread Free element when we have reasonable belief that there has been co-operation, collusion or organisation of trades from the same source, or if we have reasonable belief that the Spread Free Account is being abused in any way, inclusive of scalping i.e. opening and closing a position within 3 minutes (this includes all trades, buy/sell or sell/buy regardless of any trading strategy).

9. GOVERNING LAW AND VENUE: The validity, construction and performance of these Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales. Parties hereby submit irrevocably to the exclusive jurisdiction of these courts.

Appendix 1 – SPREAD FREE TRADE LIMITS AND PARAMETERS

	Subscription Fee	Max Stake	Max Position	Free Opening Trades	Excess Commission
Free	0	3	8	4	1
Bronze	10	5	12	6	1

Appendix 2 – ELIGIBLE MARKETS

Eligible Markets
UK100
GER30
US30
US500
USDJPY
EURUSD
GBPUSD
AUDUSD
USDCHF
USDCAD
LLOYDS BANKING GROUP PLC
GLENCORE PLC
VODAFONE GROUP PLC
TESCO PLC
BT GROUP PLC