



PHYSICAL GOLD

PENSION INVESTMENT INSTRUCTION

INVESTOR DETAILS (Client to complete)		TRUSTEE DETAILS (Trustee to complete)	
First Name		SIPP Provider	
Last Name		Contact Name	
SIPP Provider		Pension Trust Name/No.	
Address		Address	
Telephone		Telephone	
E-mail		E-mail	

Investment Amount (£Sterling)		Agent Name (If Applicable)	
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MAIN TERMS

1. DEFINITION

Gold refers to investment grade Gold bars of not less than 995 / 1000 parts gold.

2. PURCHASE

The completion of this instruction enables the aforementioned trustee to purchase Gold on your behalf up to the retail value of the Investment Amount. Please note that as gold is a hard asset denominated in bars, it may not be possible to purchase gold to the full value of the Investment Amount.

3. INVESTMENT AMOUNT

Physical Gold Limited will purchase gold up to the nearest whole number of bars and the monetary difference between the Investment Amount and the actual amount purchased will be fully refunded into your SIPP account.

YOUR ACKNOWLEDGEMENTS & NOTICE OF DISCLAIMER

- Gold should be considered a long-term investment of over 3 years and is not covered by the FSCS compensation scheme.
- You should not borrow money to invest in gold.
- Physical Gold Limited is not providing you with any investment advice and makes no representation regarding your ability to profit from purchasing gold and accepts no liability for any loss you may suffer as a result of your decision to purchase gold. You acknowledge that the market rate for gold can go down as well as up.
- Your purchase price is inclusive of the bid/ask spread
- It is your responsibility that you seek your own independent advice.

AGREEMENT

I instruct the aforementioned trustee to purchase Gold from Physical Gold Limited up to the value of the Investment Amount. I accept the above terms and agree to be bound by the general terms and conditions of the contract. I have read the above Acknowledgements and Notice of Disclaimer statements and confirm that I understand and agree with each of them.

Signed: _____
The Investor / Co-trustee

Date: _____

Signed: _____
The Pension Trustee / SIPP Provider

Date: _____



PHYSICAL GOLD

GENERAL TERMS AND CONDITIONS

INTERPRETATION

- 1.1** The following definitions apply in this Contract.
Contract: the terms, acknowledgements and disclaimer contained on the front page hereto together with these General Terms and Conditions.
Goods: the Gold as described on the front page of this two page contract
Purchase Price: price payable by you (up to the Investment Amount as detailed on the front page hereto for the Goods (inclusive of the bid/ask spread and postage and packaging costs). This is executed at the Sterling London Fix Price + 10% on the day that funds clear.
Us, we, our: Physical Gold Limited.
- 2. OUR OBLIGATIONS**
We shall have no obligations or incur any liability under this Contract until such time as we have received the required Anti-Money Laundering documentation as set out on the front page hereto. If specific prices are agreed, those prices are only valid if we receive cleared funds on the same day that the Investment Instruction is signed and received by us.
- 3. DELIVERY/STORAGE**
- 3.1** Delivery of the Goods shall be at your cost and shall take place at our storage facility. We shall use our reasonable endeavours to arrange for delivery of the Goods within 3-14 days of us receiving the Purchase Price in cleared funds. We shall nominate the carrier and the time of delivery for the purposes of this Contract shall be deemed to be when the Goods are signed by or on your behalf. A £15+VAT delivery charge applies.
- 3.2** We may deliver the Goods by separate instalments.
- 3.3** Subject to the other provisions of this Contract we shall not be liable for any loss suffered by you caused directly or indirectly by any delay in the delivery of the Goods, nor shall any delay entitle you to terminate or rescind this Contract unless such delay exceeds 90 days.
- 3.4** Where we have been requested to arrange for the storage of the Gold on your behalf, the conditions contained in our storage confirmation (see Appendix) shall also apply and form part of this Contract. A 1%+VAT/annum storage fee applies.
- 4. RISK/TITLE**
- 4.1** The Goods are at your risk from the time of delivery.
- 4.2** Ownership of the Goods shall not pass to you until such time as we have received in full (in cash or cleared funds) the Purchase Price in respect of those Goods.
- 4.3** On termination of this Contract, howsoever caused, our rights contained in this clause 0 shall remain in effect.
- 5. QUALITY**
- 5.1** We warrant that (subject to the other provisions of this Contract) the Goods shall conform to their description.
- 5.2** We shall not be liable for a breach of the warranty in clause 5.1 unless delivery of the Goods takes place at our office (address as detailed on the front page hereto) and at the time of delivery (and in our presence) the Goods are shown by a competent authority to be fake or counterfeit or not to conform to their description.
- 5.3** Subject to clause 5.2, if any of the Goods do not conform with the warranty in clause 5.1 we shall at our option replace such Goods (or the defective part of those Goods) or refund the Purchase Price at the pro rata rate provided that, you shall, at our expense, return the Goods or the part of Goods which does not conform with the warranty given in clause 5.1 to us.
- 5.4** If we comply with clause 5.3 we shall have no further liability for a breach of the warranty in clause 5.1 in respect of such Goods

6. LIMITATION OF LIABILITY

- 6.1** Nothing in this Contract excludes or limits our liability for death or personal injury caused by our negligence; or under section 2(3), Consumer Protection Act 1987; or for fraud or fraudulent misrepresentation.
- 6.2** Subject to clause 6.1 our total liability in contract, tort, misrepresentation, restitution or otherwise, arising in connection with this Contract shall be limited to the Purchase Price.

7. FORCE MAJEURE

We reserve the right to defer the date of delivery or to cancel this Contract (without liability) if we are prevented from or delayed in carrying on our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, you shall be entitled to give us notice in writing terminating this Contract.

8. GENERAL

- 8.1** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly unenforceable or unreasonable it shall to the extent of such unenforceability or unreasonableness be deemed severable and the remaining provisions of this Contract shall continue in full force and effect.
- 8.2** Any waiver by us under this Contract regarding your breach of, or default under, any provision of this Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Contract.
- 8.3** This Contract shall not be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 8.4** The formation, existence, construction, performance, validity and all aspects of this Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

9. COMMUNICATIONS

- 9.1** All communications between the parties about this Contract shall be in writing and delivered by hand or sent by pre-paid first class post:
- (A) (in case of communications to us) to our registered office or such address as we may notify to you from time to time; or
- (B) (in the case of the communications to you) your address as set out on the front page hereto or such other address you may notify to us from time to time.
- 9.2** Communications shall be deemed to have been received:
- (A) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (B) if delivered by hand, on the day of delivery.
- 9.3** Communications addressed to us shall be marked for the attention of Daniel Fisher.

10.0 VALUATIONS

Valuations can be provided on an ad hoc basis. All valuations are provided on a mid-market basis and do not reflect the price where you can sell your gold, which will be lower.