

## GUIDANCE ON COMPLETING A STOCK TRANSFER FORM

### PAGE 1

Page one, from the top

Other – leave blank

Consideration Money – we normally suggest putting down £1 per share unless there has been a specific sum agreed – so fifty shares = £50, etc.

Name of undertaking – company name

Description of security – in most cases this is “£1 ordinary shares”.

Words – number of shares being transferred in words, eg “Fifty One Pound Ordinary shares”

Figures – number of shares being transferred in figures eg “50 Units of £1”

In the names of - the current shareholder name and address

Signature of transferor(s) – signature from the current shareholder

Date – today's date unless agreed to the contrary

Full name/address of person to whom the security is being transferred – name and address of new shareholder

Stamp of buying broker – leave blank

Stamp of person lodging form – leave blank

### PAGE 2

Page two, in almost all cases can be ignored and just left blank

### STAMP DUTY

Stamp duty is payable on share transfers at 0.5% per transfer, rounded up to nearest £5. So any transfer below £1,000 is £5. If the duty is £5 then from March 2008 the transfer does not need to be stamped – i.e. stamp duty needs to be paid, and the form does not need to be sent to HMRC.

If the duty is more than £5 (i.e. value £1,001 @ 0.5% rounded up) then Stamp duty needs to be paid. If applicable please enclose a cheque for this amount payable to “HMRC Stamp Office”.

**THE STOCK TRANSFER FORM AND CHEQUE (WHERE APPLICABLE) THEN NEEDS TO BE RETURNED TO GARBETTS**



**FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS EXEMPT FROM STAMP DUTY**

Instruments executed on or after 1st May 1987 effecting any transactions within the following categories are exempt from stamp duty:-

- A. The vesting of property subject to a trust in the trustees of the trust on the appointment of a new trustee, or in the continuing trustees on the retirement of a trustee.
- B. The conveyance or transfer of property the subject of a specific devise or legacy to the beneficiary named in the will (or his nominee). Transfers in satisfaction of a general legacy of money should not be included in this category (see category D below).
- C. The conveyance or transfer of property which forms part of an intestate's estate to the person entitled on intestacy (or his nominee). Transfers in satisfaction of the transferees entitlement to cash in the estate of an intestate, where the total value of the residuary estate exceeds that sum, should not be included in this category (see category D below).
- D. The appropriation of property within section 84(4) of the Finance Act 1985 (death: appropriation in satisfaction of a general legacy of money) or section 84(5) or (7) of that Act (death: appropriation in satisfaction of any interest of surviving spouse and in Scotland also of any interest of issue).
- E. The conveyance or transfer of property which forms part of the residuary estate of a testator to a beneficiary (or his nominee) entitled solely by virtue of his entitlement under the will.
- F. The conveyance or transfer of property out of a settlement in or towards satisfaction of a beneficiary's interest, not being an interest acquired for money or money's worth, being a conveyance or transfer constituting a distribution of property in accordance with the provisions of the settlement.
- G. The conveyance or transfer of property on and in consideration only of marriage to a party to the marriage (or his nominee) or to trustees to be held on the terms of a settlement made in consideration only of the marriage. A transfer to a spouse after the date of marriage is not within this category, unless made pursuant to an ante-nuptial contract.
- H. The conveyance or transfer of property within section 83(1) of the Finance Act 1985 (transfers in connection with divorce etc.).
- I. The conveyance or transfer by the liquidator of property which formed part of the assets of the company in liquidation to a shareholder of that company (or his nominee) in or towards satisfaction of the shareholder's rights on a winding-up.
- J. The grant in fee simple of an easement in or over land for no consideration in money or money's worth.
- K. The grant of a servitude for no consideration in money or money's worth.
- L. The conveyance or transfer of property operating as a voluntary disposition inter vivos for no consideration in money or money's worth nor any consideration referred to in section 57 of the Stamp Act 1891 (conveyance in consideration of a debt etc.).
- M. The conveyance or transfer of property by an instrument within section 84(1) of the Finance Act 1985 (death: varying disposition).

- (1) Delete as appropriate.
  - (2) Insert "A", "B", or appropriate category.
  - (3) Delete second sentence if the certificate is given by the transferor or his solicitor.
- (1) I/We hereby certify that the transaction in respect of which this transfer is made is one which falls within the category(2) above. (1)I/We confirm that (1)I/We have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within (1)my/our knowledge(3) *Description ("Transferor", "Solicitor", etc.)*
- Signature(s)*
- .....
- .....
- .....
- .....

*Date*

**NOTES**

- (1) If the above certificate has been completed, this transfer does not need to be submitted to the Controller of Stamps but should be sent directly to the Company or its Registrars.
- (2) if the above certificate is not completed, this transfer must be submitted to the Controller of Stamps and duly stamped. (See below).

**FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT EXEMPT BUT IS NOT LIABLE TO**

**AD VALOREM STAMP DUTY**

Instruments of transfer, other than those in respect of which the above certificate has been completed, are liable to a fixed duty of £5.00 when the transaction falls within one of the following categories:-

- (a) Transfer by way of security for a loan or re-transfer to the original transferor on repayment of a loan.
- (b) Transfer, not on sale and not arising under any contract of sale and where no beneficial interest in the property passes: (i) to a person who is a mere nominee of, and is nominated only by, the transferor, (ii) from a mere nominee who has at all times held the property on behalf of the transferee; (iii) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the property on behalf of that beneficial owner. (NOTE - This category does not include a transfer made in any of the following circumstances: (i) by a holder of stock, etc., following the grant of an option to purchase the stock, to the person entitled to the option or his nominee; (ii) to a nominee in contemplation of a contract for the sale of the stock, etc., then about to be entered into; (iii) from the nominee of a vendor, who has instructed the nominee orally or by some unstamped writing to hold stock, etc., in trust for a purchaser, to such purchaser.)

- (1) Delete as appropriate.
  - (2) Insert "(a)", or "b".
  - (3) Here set out concisely the facts explaining the transaction. Adjudication may be required.
- (1) I/We hereby certify that the transaction in respect of which this transfer is made is one which falls within the category(2) above. (1)I/We confirm that (1)I/We have been duly authorised by the transferor to sign this certificate and the facts of the transaction are within (1)my/our knowledge. (3)

*Signature(s)*

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*Description ("Transferor", "Solicitor", etc.)*

*Date*