

THE HEADSPRING FUND  
OPEN-ENDED INVESTMENT COMPANY

A UK UCITS Scheme with FCA Product Reference Number: 628737

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**PROSPECTUS**

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Valid as at 19 March 2024

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**PROSPECTUS**  
**OF**  
**THE HEADSPRING FUND**

This document constitutes the Prospectus for The Headspring Fund (the **Company**) which has been prepared in accordance with the terms of the rules contained in the Collective Investment Schemes Sourcebook (the **FCA Regulations**) published by the FCA as part of their Handbook of rules made under the Financial Services and Markets Act 2000 (the **Act**).

This Prospectus has been prepared solely for, and is being made available to investors for the purposes of evaluating an investment in Shares in the Fund. Investors should only consider investing in the Fund if they understand the risks involved including the risk of losing all capital invested.

The Prospectus is dated and is valid as at 19 March 2024.

Copies of this Prospectus have been sent to the FCA and the Depositary.

All communications in relation to this Prospectus shall be in English.

If you are in any doubt about the contents of this Prospectus you should consult your professional adviser.

The Prospectus is based on information, law and practice at the date hereof. The Company is not bound by any out of date prospectus when it has issued a new prospectus and potential investors should check that they have the most recently published prospectus.

Evelyn Partners Fund Solutions Limited, the ACD of the Company, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by the FCA Regulations to be included in it.

The Depositary is not a person responsible for the information contained in this Prospectus and accordingly does not accept any responsibility therefor under the FCA Regulations or otherwise.

## 1. Definitions

In this Prospectus the words and expressions set out below shall have the meanings set opposite them unless the context requires otherwise. Words and expressions contained in this Instrument but not defined herein shall have the same meanings as in the Act, the FCA Rules or the Instrument (as the case may be) unless the contrary is stated.

**Accumulation Shares** means shares (of whatever class) in the Company as may be in issue from time to time in respect of which income allocated thereto is credited periodically to capital pursuant to the FCA Regulations, net of any tax deducted or accounted for by the Company.

**ACD** means Evelyn Partners Fund Solutions Limited, or any successor Authorised Corporate Director of the Company from time to time.

**Act** means the Financial Services and Markets Act 2000 as may be amended or updated from time to time.

**Approved Derivative** means an approved derivative which is traded or dealt on an eligible derivatives market and any transaction in such a derivative must be effected on or under the rules of the market.

**Approved Bank** has the meaning defined in the FCA Rules, broadly an approved bank is the Bank of England or other OECD member state central bank, a bank with Part IV authorisation to accept deposits, a building society, or a bank supervised by the central bank or regulator in a member state of the OECD.

**Business Day** means a day (not being Saturday or Sunday) on which banks are open for business in London.

**Client Money** means any money that a firm receives from or holds for, or on behalf of, a shareholder in the course of, or in connection with, its business unless otherwise specified.

**Company** means The Headspring Fund, a UK authorised investment company with variable capital.

**Dealing Day** means the 15<sup>th</sup> day and the last Business Day of the month except where the 15<sup>th</sup> is not a Business Day when it shall be the next Business Day thereafter.

**Depository** means NatWest Trustee & Depositary Services Limited, the depository of the Company.

**Efficient Portfolio Management** means techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:

- (a) they are economically appropriate in that they are realised in a cost-effective way;
- (b) they are entered into for one or more of the following specific aims:
  - (i) reduction of risk;

- (ii) reduction of cost;
- (iii) generation of additional capital or income for the scheme with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules laid down in the FCA Regulations.

**EMT** means the European MiFID Template.

**EUWA** means The European Union (Withdrawal) Act 2018.

**FCA** means the Financial Conduct Authority, or such successor regulatory authority as may be appointed from time to time, and (where applicable) its predecessors including the Financial Services Authority.

**FCA Regulations** means the rules contained in the Collective Investment Schemes Sourcebook (COLL) as part of the FCA Rules as they may be amended or updated from time to time.

**FCA Rules** means the FCA's Handbook of Rules and Guidance (including the COLL Sourcebook).

**ICVC** means investment company with variable capital.

**Income Shares** means shares (of whatever class) in the Company as may be in issue from time to time in respect of which income allocated thereto is distributed periodically to the holders thereof pursuant to the FCA Rules net of any tax deducted or accounted for by the Company.

**Instrument** means the instrument of incorporation of the Company as amended from time to time.

**Investment Managers** means Evelyn Partners Investment Management LLP of 45 Gresham Street, London, EC2V 7BG and Veritas Investment Partners (UK) Limited, Riverside House, 2a Southwark Bridge Road, London, SE1 9HA or such successor investment manager(s) as may be appointed from time to time.

**MiFID II** means the Markets in Financial Instruments Directive, effective from 3 January 2018, or the statutory equivalent thereof, which forms part of UK law by virtue of the EUWA, as applicable.

**Net Asset Value** or **NAV** means the value of the Scheme Property less the liabilities of the Company as calculated in accordance with the Company's Instrument.

**OEIC Regulations** means the Open-Ended Investment Companies Regulations 2001 as amended from time to time.

**OTC derivative** means over-the-counter derivative.

**Scheme Property** means the property of the Company to be given to the Depositary for safe-keeping, as required by the FCA Regulations.

**Share Class** means a particular class of shares in the Company as described in Section 4.

**Shareholder** means a holder of shares in the Company.

**UCITS Directive** means the EC Directive on Undertakings for Collective Investment in Transferable Securities, or the statutory equivalent thereof which forms part of UK law by virtue of the EUWA, as applicable.

**UK UCITS Scheme** in accordance with sections 236A and 237 of the Financial Services and Markets Act 2000, a collective investment scheme which may consist of several sub-funds, which is either an authorised unit trust scheme, an authorised contractual scheme, or an authorised open-ended investment company with the sole object of collective investment of capital raised from the public in transferable securities or other liquid financial assets, operating on the principle of risk-spreading, with units which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of those undertakings' assets, and which has identified itself as a UCITS in its prospectus and has been authorised accordingly by the FCA.

**Valuation Point** means the point on a Dealing Day whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company for the purpose of determining the price at which shares of a class may be issued, cancelled or redeemed. The current Valuation Point is 10:00 p.m. London time on each Dealing Day, with the exception of any bank holiday in England and Wales or the last business day prior to those days annually, where the valuation may be carried out at a time agreed in advance between the ACD and the Depositary.

## **2. The Company**

- 2.1 The Headspring Fund is an investment company with variable capital, incorporated in England and Wales, whose effective date of authorisation by the FCA was 12 September 2014. Its registration number is IC001015.

FCA Product Reference Number: 628737

Approval by the FCA in this context refers only to approval under the OEIC Regulations 2001 (as amended) and does not in any way indicate or suggest endorsement or approval of the Fund as an investment.

- 2.2 The Head Office of the Company is at 45 Gresham Street, London, EC2V 7BG and is also the address of the place in the United Kingdom for service on the Company of notices or other documents required or authorised to be served on it.
- 2.3 The base currency of the Company is Pounds Sterling or such other currency or currencies as may be the lawful currency of the United Kingdom from time to time.
- 2.4 The maximum share capital of the Company is currently £10,000,000,000 and the minimum is £100. Shares in the Company have no par value and therefore the share capital of the Company at all times equals the Company's current Net Asset Value.
- 2.5 Information on the typical investor profile for the Fund is set out in Appendix 6.
- 2.6 Shareholders in the Company are not liable for the debts of the Company.
- 2.7 The Company has been established as a Undertaking for Collective Investments in Transferable Securities (**UK UCITS**) scheme.



### **3. Company Structure**

- 3.1 As explained above the Company is a UK UCITS scheme within the meaning of the FCA Rules.
- 3.2 Details of the Company, including its investment objective and policy are set out in Appendix 1. The Company may currently only invest in derivatives for Efficient Portfolio Management purposes. The Company may only use derivatives and forward transactions for investment purposes on the giving of 60 days' notice to Shareholders.

### **4. Shares**

- 4.1 The Share Classes presently available are set out in the details in Appendix 1. Further Share Classes may be made available in due course, as the ACD may decide.
- 4.2 The minimum initial investment, subsequent investment and holding requirements for each Share Class is set out in Appendix 1. These limits may be waived at the discretion of the ACD.
- 4.3 All shares issued by the Company at present will be Income Shares or Accumulation Shares.

### **5. Management and Administration**

#### **5.1 Authorised Corporate Director**

- 5.1.1 The Authorised Corporate Director of the Company is Evelyn Partners Fund Solutions Limited which is a private company limited by shares incorporated in England and Wales under the Companies Act 1985. The ACD was incorporated on 30 July 1985 (Registered Company No 1934644).

- 5.1.2 Registered Office and Head Office:

45 Gresham Street  
London  
EC2V 7BG

Share Capital: Issued and paid up £50,000 Ordinary shares of £1 each.

- 5.1.3 The ACD is responsible for managing and administering the Company's affairs in compliance with the FCA Regulations.

As at the date of this Prospectus, the ACD acts as authorised fund manager or authorised corporate director of the FCA-authorised funds set out in Appendix 9.

#### **5.2 Terms of Appointment**

- 5.2.1 The ACD was appointed by an agreement between the Company and the ACD (the **ACD Agreement**). The ACD Agreement provides that the appointment of the ACD is for an initial period of two years and thereafter may be terminated upon six months' written notice by either the ACD or the Company, although in certain circumstances, as set out in the ACD Agreement, it may be terminated forthwith by notice in writing by the ACD to the Company or the Depositary, or by the Depositary or the

Company to the ACD. Termination cannot take effect until the FCA has approved the appointment of another authorised corporate director in place of the retiring ACD.

- 5.2.2 Upon termination of the ACD Agreement and the appointment of another ACD (the New ACD), the ACD may transfer any sums being held as client money to the New ACD, who will continue to hold the money in accordance with FCA client money rules.

The Shareholder will be given the opportunity, upon request, to have the proceeds returned by submitting a written request to the Transfer Agency team at 177 Bothwell Street, Glasgow, G2 7ER.

- 5.2.3 The ACD is entitled to its pro rata fees and expenses to the date of termination and any additional expenses necessarily realised in settling or realising any outstanding obligations. No compensation for loss of office is provided for in the ACD Agreement. To the extent allowed by the FCA Regulations the ACD Agreement provides indemnities to the ACD other than for matters arising by reason of its negligence, default, breach of duty or breach of trust in the performance of its duties and obligations.
- 5.2.4 The ACD is under no obligation to account to the Depositary or the Shareholders for any profit it makes on the issue or re-issue of shares or cancellation of shares which it has redeemed. The fees to which the ACD is entitled are set out in Sections 34 and 35. Copies of the ACD Agreement are available to Shareholders upon request.
- 5.2.5 The main business activities of the ACD are (i) acting as an authorised corporate director; (ii) acting as an authorised fund manager; and (iii) fund administration.
- 5.2.6 The directors of the ACD are listed in Appendix 8. None of the directors of the ACD have any business interests which are of significance to the Company's business, other than those interests connected with the business of the ACD.

## **6. The Depositary**

- 6.1 NatWest Trustee & Depositary Services Limited is the Depositary of the Company.

The Depositary is incorporated in England as a private limited company. Its registered and head office is at 250 Bishopsgate, London EC2M 4AA. The ultimate holding company of the Depositary is NatWest Group plc, which is incorporated in Scotland. The principal business activity of the Depositary is the provision of trustee and depositary services.

- 6.2 Duties of the Depositary

The Depositary is responsible for the safekeeping of scheme property, monitoring the cash flows of the Fund, and must ensure that certain processes carried out by the ACD are performed in accordance with the applicable rules and scheme documents.

- 6.3 Conflicts of interest

The Depositary may act as the depositary of other open-ended investment companies and as trustee or custodian of other collective investment schemes.

It is possible that the Depositary and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the UK UCITS or a particular Sub-fund and/or other funds managed by the ACD or other funds for which the Depositary acts as the depositary, trustee or custodian. The Depositary will, however, have regard in such event to its obligations under the Depositary Agreement and the Regulations and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Shareholders collectively so far as practicable, having regard to its obligations to other clients.

The Depositary operates independently from the Company, Shareholders, the ACD and its associated suppliers and the Custodian. As such, the Depositary does not anticipate any conflicts of interest with any of the aforementioned parties.

#### 6.4 Delegation of Safekeeping Functions

The Depositary is permitted to delegate (and authorise its delegate to sub-delegate) the safekeeping of Scheme Property.

The Depositary has delegated safekeeping of the Scheme Property to CACEIS Bank, UK Branch (“the Custodian”). In turn, the Custodian has delegated the custody of assets in certain markets in which the Fund may invest to various sub-delegates (“sub-custodians”). A list of sub-custodians is available from the ACD on request.

#### 6.5 Updated Information

Up-to-date information regarding the Depositary, its duties, its conflicts of interest and the delegation of its safekeeping functions will be made available to shareholders on request.

#### 6.6 Terms of Appointment

The Depositary was appointed under a Depositary Agreement between the ACD, the Company and the Depositary (the “Depositary Agreement”). Under the Depositary Agreement, the Depositary is free to render similar services to others and the Depositary, the Company and the ACD are subject to a duty not to disclose confidential information.

The powers, duties, rights and obligations of the Depositary, the Company and the ACD under the Depositary Agreement shall, to the extent of any conflict, be overridden by the FCA Rules.

Under the Depositary Agreement the Depositary will be liable to the Company for any loss of Financial Instruments held in Custody or for any liabilities incurred by the Company as a result of the Depositary’s negligent or intentional failure to fulfil its obligations.

However, the Depositary Agreement excludes the Depositary from any liability except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence in the performance or non-performance of its obligations.

It also provides that the Depositary will be entitled to be indemnified from the Scheme Property for any loss suffered in the performance or non-performance of its obligations except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence on its part.

The Depositary Agreement may be terminated on three months' notice by the Company or the Depositary or earlier on certain breaches or the insolvency of a party. However, termination of the Depositary Agreement will not take effect, nor may the Depositary retire voluntarily, until the appointment of a new Depositary.

Details of the fees payable to the Depositary are given in the section titled Depositary's Fees.

## **7. Advisory Services**

The ACD has appointed IPS Capital LLP, 5th Floor, 4 Eastcheap, London, EC3M 1AE to provide advisory services to the ACD. These services include carrying out research and due diligence on the suitability of Investment Managers. IPS Capital LLP has no authority to make investment decisions on behalf of the ACD. IPS Capital LLP is entitled to be paid its fees and expenses out of the Scheme Property as set out in Sections 34 and 37.

## **8. The Investment Managers**

8.1 The ACD has appointed Evelyn Partners Investment Management LLP and Veritas Investment Partners (UK) Limited to provide discretionary investment management and related advisory services to the ACD pursuant to the respective investment management agreements (the **Investment Management Agreements**). The Investment Managers have the authority to make investment decisions on behalf of the Company and the ACD.

8.2 The Investment Management Agreements may be terminated on three months' written notice by the ACD or the relevant Investment Manager. Notwithstanding this, the ACD may terminate one or both Investment Management Agreement with immediate effect if it is in the interests of the Shareholders.

8.2.1 Under the Investment Management Agreements, the ACD provides indemnities to the Investment Managers (except in the case of any matter arising as a direct result of their fraud, negligence, default or bad faith). The ACD may be entitled under the indemnities in the ACD Agreement to recover from the Company amounts paid by the ACD under the indemnities in the Investment Management Agreement.

8.2.2 The principal business activity of Evelyn Partners Investment Management LLP and Veritas Investment Partners (UK) Limited is the provision of discretionary investment management services.

8.2.3 The Investment Managers are entitled to be paid their fees and expenses out of the Scheme Property as set out in Sections 34 and 36.

8.2.4 Copies of the Investment Managers' respective execution policies and voting policies are available from the ACD on request.

8.2.5 Evelyn Partners Investment Management LLP is part of the same corporate group as the ACD.

## **9. The Auditors**

The Auditors of the Company are Johnston Carmichael LLP, whose address is Bishop's Court, 29 Albyn Place, Aberdeen, AB10 1YL.

## **10. The Administrator and Register of Shareholders**

10.1 The ACD has not delegated the role of administrator for the Company.

10.2 The register of Shareholders is maintained by the ACD at its office at 177 Bothwell Street, Glasgow, G2 7ER and may be inspected at that address during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

## **11. Conflicts of Interest**

11.1 The ACD, the Depositary and the Investment Managers are, or may be, involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest with the management of the Company. In addition, the Company may enter into transactions at arm's length with companies in the same group as the ACD or the Investment Managers. Copies of the ACD's and the Investment Managers' conflicts of interest policies are available from the ACD on request.

11.2 The ACD maintains a written conflict of interest policy. The ACD acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Company or its shareholders will be prevented. Should any such situations arise the ACD will, as a last resort if the conflict cannot be avoided, disclose these to shareholders in the report and accounts or otherwise an appropriate format.

11.3 The Depositary may, from time to time, act as depositary of other companies or funds.

11.4 Each of the parties will, to the extent of their ability and in compliance with the FCA Rules, ensure that the performance of their respective duties will not be impaired by any such involvement.

## **12. Client Money**

As required by the FCA's client money rules, the ACD will hold money received from clients or on the client's behalf in accordance with those rules in a pooled client bank account, with an approved bank (as defined in the FCA Rules) in the UK.

No interest payment will be made on client money held by the ACD. Client money will be held in a designated client money account with NatWest Group plc.

The ACD will not be liable for any acts or omissions of the approved bank. The approved bank will be responsible for any acts or omissions within its control.

In the event of the insolvency of any party, clients' money may be pooled which means that shareholders may not have a claim against a specific account and may

not receive their full entitlement, as any shortfall may be shared pro rata amongst all clients.

The ACD is covered by the Financial Services Compensation Scheme (FSCS). The FSCS may pay compensation if the ACD is unable to meet its financial obligations. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100.

### **13. Buying, Selling and Switching Shares**

The dealing office of the ACD is open from 9.00 am until 5.00 pm on each Business Day to receive requests for the purchase, redemption and switching of shares, which will be effected at prices determined at the next Valuation Point following receipt of such request.

### **14. Buying Shares**

#### **14.1 Procedure**

14.1.1 Where the minimum investment levels allow, shares can be purchased by sending a completed application form to the ACD's Transfer Agency Team at 177 Bothwell Street, Glasgow, G2 7ER, either (i) accompanied by a cheque (up to a maximum value of £50,000), or (ii) having made a telegraphic transfer to the ACD's bank account. Application forms are available from the ACD. The ACD will accept written instructions accompanied by a cheque or on receipt of a payment by telegraphic transfer on subsequent transactions which can be carried out by writing to the ACD's Transfer Agency at 177 Bothwell Street, Glasgow, G2 7ER. The ACD will also accept telephone purchases from FCA regulated entities for subsequent investments, which may purchase shares by telephoning the ACD on 0141 222 1150. Subsequent transactions will be processed as at the next Dealing Day. Where an instruction has been received by telephone or where the ACD has, at its discretion, accepted an instruction prior to receiving settlement, settlement is due within 4 Business Days of the Valuation Point. Purchases made by telephone are subject to risk limits at the ACD's discretion, and the ACD may at its discretion reject or defer an instruction to purchase shares until it is in receipt of cleared funds for the purchase (when the purchase of shares will be placed at the next Valuation Point following receipt of cleared funds). An order for the purchase of shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application. Telephone calls may be recorded by the ACD, its delegates, their duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes, please see paragraph "Telephone Recordings" below for further information.

The ACD, may at its sole discretion, accept instructions to purchase shares on the basis of an authority communicated by electronic means (which will not include email) and sent by the Shareholder or delivered on their behalf by a person that is authorised by the FCA or regulated in another jurisdiction by an equivalent supervisory authority, subject to:

- (a) prior agreement between the ACD and the person making the communication as to:
    - (i) the electronic media by which such communications may be delivered; and
    - (ii) how such communications will be identified as conveying the necessary authority; and
  - (b) assurance from any person who may give such authority on behalf of the investor that they will have obtained the required appointment in writing from the Shareholder.
- 14.1.2 The ACD, at its discretion has the right to cancel a purchase deal if settlement is materially overdue (being more than 5 Business Days of receipt of an application form or other instruction) and any loss arising on such cancellation shall be the liability of the applicant. The ACD is not obliged to issue shares unless it has received cleared funds from an investor.
- 14.1.3 The ACD reserves the right to charge interest at 4% per annum above the prevailing Bank of England Base rate, on the value of any settlement received later than the fourth Business Day following the Valuation Point.
- 14.1.4 The ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant. In addition the ACD may reject any application previously accepted in circumstances where the applicant has paid by cheque and that cheque subsequently fails to be cleared.
- 14.1.5 Any subscription monies remaining after a whole number of shares has been issued will not be returned to the applicant. Instead, smaller denomination shares will be issued in such circumstances.
- 14.1.6 No interest payment will be made on client money held by the ACD, prior to investment in the scheme. Client money will be held in a designated client money account with NatWest Group plc.
- 14.1.7 Shareholders have the right to cancel their transactions within 14 calendar days of receipt of their contract note. If a Shareholder cancels their contract, they will receive a refund of the amount that they invested including the initial charge either in full or less a deduction to reflect any fall in share price since the date of investment. This may result in a loss on the part of Shareholders. If Shareholders wish to exercise their right to cancel they should write to the Transfer Agency at 177 Bothwell Street, Glasgow, G2 7ER. Shareholders will not be able to exercise their cancellation rights after 14 calendar days of receipt of their contract note. Shareholders should note that in certain circumstances, there may be a delay in returning their investment.

## **14.2 Documentation the purchaser will receive**

- 14.2.1 A contract note giving details of the shares purchased and the price used will be issued to the Shareholder (the first named, in the case of joint holders) by the end of the next Business Day following the Valuation Point by reference to which the purchase price is determined, together with a notice of the applicant's right to cancel.
- 14.2.2 Share certificates will not be issued in respect of shares. Ownership of shares will be evidenced by an entry on the Company's register of Shareholders. Tax vouchers in respect of quarterly distributions of income will show the number of shares held by the recipient in respect of which the distribution is made. Individual statements of a Shareholder's (or, when shares are jointly held, the first named holder's) shares will also be issued at any time on request by the registered holder.

## **14.3 Minimum subscriptions and holdings**

- 14.3.1 The minimum initial and subsequent subscription levels, and minimum holdings, are set out in Appendix 1. The ACD may at its discretion accept subscriptions lower than the minimum amount.
- 14.3.2 If a holding is below the minimum holding the ACD has discretion to require redemption of the entire holding.

## **14.4 In Specie Issue**

If a Shareholder requests, the ACD may, at its discretion and subject to the approval of the Investment Managers and the Depositary, arrange for the Company to accept securities in settlement of a purchase of shares in the Company. The ACD and the Depositary will only do so where satisfied that the acceptance of the assets concerned would not be likely to result in any material prejudice to the interests of Shareholders.

## **15. Selling Shares**

### **15.1 Procedure**

- 15.1.1 Every Shareholder has the right to require that the Company redeem his shares on any Dealing Day unless the value of shares which a Shareholder wishes to redeem will mean that the Shareholder will hold shares with a value less than the required minimum holding, in which case the Shareholder may be required to redeem his entire holding.
- 15.1.2 Requests to redeem shares may be made in writing to the ACD's Transfer Agency at the address set out in Appendix 7. The ACD may also, at its discretion and by prior agreement accept instructions to redeem shares from FCA regulated entities to the ACD by telephone on 0141 222 1150 or by fax. Telephone calls may be recorded by the ACD, its delegates, their duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes, please see paragraph "Telephone Recordings" below for further information.



The ACD, may at its sole discretion, accept instructions to redeem or transfer shares on the basis of an authority communicated by electronic means (which will not include email) and sent by the Shareholder or delivered on their behalf by a person that is authorised by the FCA or regulated in another jurisdiction by an equivalent supervisory authority, subject to:

- (a) prior agreement between the ACD and the person making the communication as to:
  - (i) the electronic media by which such communications may be delivered; and
  - (ii) how such communications will be identified as conveying the necessary authority; and
- (b) assurance from any person who may give such authority on behalf of the investor that they will have obtained the required appointment in writing from the Shareholder.

## **15.2 Documents the seller will receive**

A contract note giving details of the number and price of shares sold will be sent to the selling Shareholder (the first named, in the case of joint Shareholders) or their duly authorised agents together with a form of renunciation for completion and execution by the Shareholder (and, in the case of a joint holding, by all the joint holders) not later than the end of the next Business Day following the Valuation Point by reference to which the redemption price is determined. A BACS or telegraphic transfer will be made in satisfaction of the redemption monies within four Business Days of the later of:

- 15.2.1 receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed by all the relevant Shareholders and completed as to the appropriate number of shares, together with any other appropriate evidence of title; or
- 15.2.2 the Valuation Point following receipt by the ACD of the request to redeem.

## **15.3 Minimum Redemption**

Part of a Shareholder's holding may be sold but the ACD reserves the right to refuse a redemption request if the value of the shares to be redeemed is less than any minimum redemption amount set out in Appendix 1 or would result in a Shareholder holding less than the minimum holding, as detailed in Appendix 1. In the latter case the Shareholder may be asked to redeem their entire shareholding.

## **15.4 In Specie Redemption**

- 15.4.1 If a Shareholder requests the redemption of shares, the ACD may, if it considers the deal substantial in relation to the total size of the Company, arrange for the Company to cancel the shares and transfer Scheme Property to the Shareholder instead of paying the price of the shares in cash. A deal involving shares representing 5% or more in value of the Company will normally be considered substantial, although the ACD may

in its discretion agree an in specie redemption with a Shareholder whose shares represent less than 5% in value of the Company concerned.

15.4.2 Before the proceeds of cancellation of the shares become payable, the ACD will give written notice to the Shareholder that Scheme Property will be transferred to that Shareholder.

15.4.3 The ACD will select the property to be transferred (or sold) in consultation with the Depositary and the Investment Managers. They must ensure that the selection is made with a view to achieving no greater advantage or disadvantage to the redeeming Shareholder than to continuing Shareholders.

#### 15.5 Direct Issue or Cancellation of shares by an ICVC through the ACD

The ACD may require, on agreement with the Depositary, or may permit, on the request of a Shareholder, direct issues and cancellations of shares by the Company.

#### 15.6 Initial offer

There will be no initial offer period. The initial price of a share is £1 (shares will not be sold or issued in any other currency). Please note that if in the reasonable opinion of the ACD, the operation of the Company is not viable at the date of the launch, the ACD may, subject to compliance with the FCA Regulations and subject to the agreement of the Depositary, wind up the Company or consider any other alternative as may be appropriate in the circumstances.

### 16. Switching

16.1 Where a Shareholder wishes to change their holding of shares from one Share Class to another, the ACD will normally effect this by way of a Share Class Conversion in accordance with Section 17. A holder of shares may at any time switch all or some of his shares (**Old Shares**) for shares of another fund (**New Shares**). Switching of Shares is dealt with in accordance with this Section 16.

16.2 Upon a switch the Old Shares will be repurchased and New Shares will be issued to the same Shareholder. The number of New Shares issued will be determined by reference to the respective prices of New Shares and Old Shares at the Valuation Point applicable at the time the Old Shares are repurchased and the New Shares are issued.

16.3 Switching may be effected by writing to the ACD at 177 Bothwell Street, Glasgow, G2 7ER. A switching shareholder must be eligible to hold the shares into which the switch is to be made. The ACD may, at its sole discretion and by prior agreement, accept switching instructions by telephone from FCA regulated entities only. The ACD may accept requests to switch shares by electronic communication. Electronic communication does not include email. Telephone calls may be recorded by the ACD, its delegates, their duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes, please see paragraph "Telephone Recordings" below for further information.

16.4 The ACD may at its discretion charge a fee on the switching of shares between funds. These fees are set out in Section 18.3.

- 16.5 If the switch would result in the Shareholder holding a number of Old Shares or New Shares of a value which is less than the minimum holding, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Old Shares to New Shares or refuse to effect any switch of the Old Shares. No switch will be made during any period when the right of Shareholders to require the redemption of their shares is suspended (as to which see Section 22 below). The general provisions on selling shares shall apply equally to a switch.
- 16.6 The ACD may adjust the number of New Shares to be issued to reflect the imposition of any switching fee together with any other charges or levies in respect of the issue or sale of the New Shares or repurchase or cancellation of the Old Shares as may be permitted pursuant to the FCA Regulations.
- 16.7 A switch of shares in one fund for shares in any other fund is treated as a redemption and sale and will, for persons subject to United Kingdom taxation, be a realisation for the purposes of capital gains taxation.
- 16.8 A Shareholder who switches shares in one fund for shares in any fund will not be given a right by law to withdraw from or cancel the transaction.

## **17. Share Class Conversions**

- 17.1 If applicable, a holder of shares in a Share Class ("Old Class Shares") of a fund may exchange all or some of his shares for shares of a different Share Class within the same fund ("New Class Shares"). An exchange of Old Class Shares for New Class Shares will be processed as a conversion ("Share Class Conversion"). Unlike a Switch, a conversion of Old Class Shares into New Class Shares will not involve a redemption and issue of shares. This transaction will not be included in the calculations for the purposes of Income Equalisation the New Class Shares will receive the same treatment as the Old Class Shares.
- 17.2 The number of New Class Shares issued will be determined by a conversion factor calculated by reference to the respective prices of New Shares and Old Shares at the valuation point applicable at the time the Old Class Shares are converted to New Class Shares.
- 17.3 Share Class Conversions may be effected in writing to the Transfer Agency Team. A converting shareholder must be eligible to hold the shares into which the Share Class Conversion is to be made. It is the ACD's intention that Share Class Conversions will be processed at the next Valuation Point following receipt of the instruction, however the ACD reserves the right to defer a Share Class Conversion until no later than after the next Annual Accounting Date if it is in the interests of other Shareholders. The ACD may accept requests to convert Shares by electronic communication. Electronic communication does not include email.
- 17.4 If the Share Class Conversion would result in the Shareholder holding a number of Old Class Shares or New Class Shares of a value which is less than the minimum holding in the Share Class concerned, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Old Class Shares to New Class Shares or refuse to effect any Share Class Conversion of the Old Shares.
- 17.5 Please note that, under current tax law, a Share Class Conversion of shares between different share classes in the same Sub-fund will not be deemed to be a realisation for the purposes of capital gains taxation.

- 17.6 A shareholder who converts their shares in one share class to shares in a different share class in the same Sub-fund will not be given a right by law to withdraw from or cancel the transaction.

## **18. Dealing Charges**

### **18.1 Preliminary Charge**

The ACD may impose a charge on the sale of shares to investors which is based on the amount invested by the prospective investor (though this may be waived wholly or partially at the ACD's discretion). The preliminary charge is payable to the ACD. Full details of the current preliminary charge for each class of share are set out in Appendix 1.

### **18.2 Redemption Charge**

The ACD may make a charge on the redemption of shares (though this may be waived wholly or partially at the ACD's discretion). At present no redemption charge is levied.

The ACD may not introduce a redemption charge on shares unless, not less than 60 days before the introduction, it has given notice in writing to the then current Shareholders at their registered address of that introduction and has revised and made available the Prospectus to reflect the introduction and the date of its commencement. If charged, the redemption charge will be deducted from the price of the shares being redeemed and will be paid by the Company to the ACD.

In the event of a change to the rate or method of calculation of a redemption charge, details of the previous rate or method of calculation will be available from the ACD.

### **18.3 Switching Fee**

On the switching of shares of one fund for shares of another fund the Instrument authorises the Company to impose a switching fee. The fee will not exceed an amount equal to the then prevailing preliminary charge for the Class into which shares are being switched. The switching fee is payable by the Company to the ACD. Currently no switching charge is levied.

## **19. Other Dealing Information**

### **Dilution Levy**

- 19.1 The basis on which the Company's investments are valued for the purpose of calculating the issue and redemption price of shares as stipulated in the FCA Regulations and the Company's Instrument is summarised in Section 25. The actual cost of purchasing or selling investments may be higher or lower than the mid-market value used in calculating the share price - for example, due to dealing charges, or through dealing at prices other than the mid-market price. Under certain circumstances (for example, large volumes of deals) this may have an adverse effect on the Shareholders' interest. In order to prevent this effect, called "dilution", the ACD has the power to charge a "dilution levy" (as it may do as set out below) on the sale and/or redemption of shares. If a dilution levy is not charged on the sale and/or redemption of shares, the cost of purchasing or selling investments for the Company subsequent to Shareholder dealing will be borne by

the Company with a consequent effect on future growth. If the ACD charges a dilution levy, it will be calculated by reference to the costs of dealing in the underlying investments of the Company, including any dealing spreads, commission and transfer taxes. If charged, the dilution levy will be paid into the Company and will become part of its property.

19.2 The need to charge a dilution levy will depend on the volume of sales or redemptions. The ACD may charge a discretionary dilution levy on the sale and redemption of shares if, in its opinion, the existing Shareholders (for sales) or remaining Shareholders (for redemptions) might otherwise be adversely affected, and if charging a dilution levy is, so far as practicable, fair to all Shareholders and potential Shareholders. In particular, the dilution levy may be charged in the following circumstances:

19.2.1 where over a dealing period the Company has experienced a large level of net sales or redemptions relative to its size;

19.2.2 on "large deals". For these purposes, a large deal means a deal worth 5% or more of the size of the Company; and

19.2.3 where the ACD considers it necessary to protect the interests of the Shareholders of the Company.

It is therefore not possible to predict accurately whether dilution would occur at any point in time. If a dilution levy is required then, based on future projections the estimated rate or amount of such levy will be 0.16% on sales (creation) and 0.08% on redemptions (liquidation) and it will be incurred on a majority of deals. If a dilution levy is not charged then this may restrict the future growth of the Company.

The ACD may alter its dilution policy in accordance with the FCA Regulations either by Shareholder consent pursuant to the passing of a resolution to that effect at a properly convened meeting of Shareholders and by amending this Prospectus or by giving Shareholders notice and amending the Prospectus 60 days before the change to the dilution policy is to take effect.

## **20. Money Laundering**

As a result of legislation in force in the United Kingdom to prevent money laundering, persons conducting investment business are responsible for compliance with money laundering regulations. In order to implement these procedures, in certain circumstances investors may be asked to provide proof of identity when buying shares. The ACD reserves the right to reverse the transaction, to refuse to sell shares or to refuse the release of redemption proceeds if it is not satisfied as to the identity of the applicant.

## **21. Restrictions and Compulsory Transfer and Redemption**

The ACD may from time to time impose such restrictions or take such action as it may think necessary for the purpose of ensuring that no shares are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, sale, transfer or switching of shares.

## **22. Suspension of Dealings in the Company**

- 22.1 The ACD may, with the prior agreement of the Depositary, or must if the Depositary so requires, temporarily suspend the issue, cancellation, sale and redemption of shares in the Company, if the ACD or the Depositary is of the opinion that due to exceptional circumstances it is in the interests of all the Shareholders. The suspension will only be permitted to continue for as long as it is justified having regard to the interests of the Shareholders. On suspension, the ACD (or the Depositary if it has required the ACD to suspend dealings in shares) must immediately notify the FCA giving reasons for the action. The ACD and the Depositary must formally review the suspension at least every 28 days and inform the FCA of the result of this review with a view to ending the suspension as soon as practicable after the exceptional circumstances have ceased.
- 22.2 The ACD will notify all Shareholders of the suspension in writing as soon as practicable and will publish details to keep Shareholders appropriately informed about the suspension, including its likely duration.
- 22.3 Re-calculation of the share price for the purpose of sales and purchases will commence on the next relevant Valuation Point following the ending of the suspension.

## **23. Governing Law**

All deals in shares are governed by the laws of England and Wales.

## **24. Valuation of the Company**

- 24.1 The price of a share in the Company is calculated by reference to the Net Asset Value of the Company. There is only a single price for any share as determined from time to time by reference to a particular Valuation Point. The Net Asset Value per share of the Company is currently calculated on each Dealing Day at 10:00 p.m.
- 24.2 The ACD may at any time during a Business Day carry out an additional valuation if the ACD considers it desirable to do so.

## **25. Calculation of the Net Asset Value**

- 25.1 The value of the Scheme Property shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.
- 25.2 All the Scheme Property (including receivables) is to be included, subject to the following provisions:
- 25.2.1 Property which is not cash (or other assets dealt with in Section 25.2.2 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
- (a) units or shares in a collective investment scheme:
    - (i) if a single price for buying and selling units or shares is quoted, at that price; or
    - (ii) if separate buying and selling prices are quoted, at the average of the two prices providing the buying price has

been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or

- (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the ACD, is fair and reasonable;
  - (b) exchange-traded derivative contracts:
    - (i) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
    - (ii) if separate buying and selling prices are quoted, at the average of the two prices;
  - (c) over the counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;
  - (d) any other investment:
    - (i) if a single price for buying and selling the security is quoted, at that price; or
    - (ii) if separate buying and selling prices are quoted, at the average of the two prices; or
    - (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable; and
  - (e) property other than that described in Sections (a) (b) (c) or (d) above: at a value which, in the opinion of the ACD, represents fair and reasonable mid-market price.
- 25.2.2 Cash and amounts held in current, deposit and margin accounts and in other time-related deposits shall be valued at their nominal values.
- 25.2.3 In determining the value of the Scheme Property, all instructions given to issue or cancel shares shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received whether or not this is the case.
- 25.2.4 Subject to Sections 25.2.5 and 25.2.6 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission will not materially affect the final net asset amount.

- 25.2.5 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under Section 25.2.4.
- 25.2.6 All agreements are to be included under Section 25.2.4 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the ACD's employment take all reasonable steps to inform it immediately of the making of any agreement.
- 25.2.7 Deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the Scheme Property; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax and stamp duty.
- 25.2.8 Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day-to-day.
- 25.2.9 Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
- 25.2.10 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- 25.2.11 Add any other credits or amounts due to be paid into the Scheme Property.
- 25.2.12 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
- 25.2.13 Currencies or values in currencies other than the base currency shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholders or potential shareholders.

## **26. Price per Share in the Company and each Class**

The price per share at which shares are sold is the sum of the Net Asset Value per share plus any applicable preliminary charge, as described in Section 18.1 above. The price per share at which shares are redeemed is the Net Asset Value per share less any applicable redemption charge, as described in Section 18.2 above. In addition, there may, for both purchases and sales, be a dilution levy, as described in Section 19 above.

## **27. Pricing basis**

The Company deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the sale or redemption is agreed.



## **28. Publication of Prices**

Shareholders can obtain the price of their shares on [www.trustnet.com](http://www.trustnet.com) or by telephoning 0141 222 1151.

## **29. Mandatory Redemption of Shares**

If the ACD reasonably believes that any shares are owned directly or beneficially in circumstances which:

- 29.1.1 constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- 29.1.2 may (or may if other shares are acquired or held in like circumstances) result in the Company incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory)
- 29.1.3 it may give notice to the holder of such shares requiring him or her to transfer them to a person who is qualified or entitled to own them, or to request the redemption of the shares by the Company. If the holder does not either transfer the shares to a qualified person or establish to the ACD's satisfaction that he or she and any person on whose behalf he or she holds the shares are qualified and entitled to hold and own them, he or she will be deemed on the expiry of a 30 day period to have requested their redemption.

## **30. Risk factors**

- 30.1 Potential investors should consider the following risk factors before investing in the Company. Shares in the Company should generally be regarded as a long-term investment.
- 30.2 The main risks associated with the investment activity of the Company are summarised below. Potential investors should consider the following risk factors before investing in the Company.
- 30.3 The following statements are intended to summarise some of the risks, but are not exhaustive, nor do they offer advice on the suitability of investments
- 30.4 **General Risks**
- 30.5 There is no assurance that the investment objective of the Company will actually be achieved.
- 30.6 The price of shares of the Company and any income from them may fall as well as rise and investors may not get back the full amount invested. Past performance is not a reliable indicator of future performance.
- 30.7 **Equities Risk**

Where investments are in the shares of companies (equities), the value of those equities may fluctuate, sometimes dramatically, in response to the activities and

results of individual companies or because of general market and economic conditions or other events. Currency exchange rate movements will also cause changes in value when the currency of the investment is other than sterling.

### **30.8 Warrants Risk**

Where investments are in warrants, the price per share of the Company may fluctuate more than if the Company was invested in the underlying securities because of the greater volatility of the warrant price.

### **30.9 Bonds and Debt Instruments (including High Yielding Securities) Risk**

Where investments are in bonds or other debt instruments, the value of those investments will depend on market interest rates, the credit quality of the issuer and liquidity considerations. Investments in high yielding debt instruments may have a level of income which is relatively high (compared to investment grade debt instruments); however, the risk of depreciation and realisation of capital losses on such debt instruments held will be significantly higher than on lower yielding debt instruments.

### **30.10 Lower Rated/Unrated Securities Risk**

The credit quality of debt instruments is often assessed by rating agencies. Medium and lower rated securities and unrated securities of comparable quality may be subject to wider fluctuations in yield, wider bid-offer spreads, greater liquidity premium and accentuated market expectations, and consequently greater fluctuations in market values, than higher rated securities. Changes in such ratings, or expectation of changes, will be likely to cause changes in yield and market values, at times significantly so.

### **30.11 Collective Investment Schemes Risk**

The Company may make investments in collective investment schemes. Such investments may involve risks not present in direct investments, including, for example, the possibility that an investee collective investment scheme may at any time have economic or business interests or goals which are not fully consistent with those of the Company. Moreover, many alternative investment strategies give themselves significant discretion in valuing securities. There may be liquidity constraints and the extent to which an investee fund's securities are valued by independent sources are factors which could impact on the Company's valuation.

### **30.12 Leverage Risk**

Leverage is where a fund borrows money in order to meet redemption requests or, through the use of derivatives, for the purpose of buying or selling assets. Where assets are bought or sold using borrowed money this increases the risk that in the case of losses that these are compounded and as a result have a material negative impact on the value of the Fund.

### **30.13 Leveraged Companies Risk**

Investments may be made in companies or collective investment schemes which borrow funds. Such companies or collective investment schemes may not be subject to any limitations on the amount of their borrowings, and the amount of borrowings that they may have outstanding at any time may be large in comparison

to their capital. Furthermore, where the Company is permitted to borrow in order to make investments, Shareholders must be aware that they may suffer a greater risk resulting from the decline of the net asset value of the underlying investments made with this borrowing facility and therefore, risk exposure will be higher.

#### **30.14 New Issue Risk**

The Company may invest in initial public offerings, which frequently are smaller companies. Such securities have no trading history and information about these companies may only be available for limited periods. The prices of securities involved in initial public offerings may be subject to greater price volatility than more established securities.

#### **30.15 Futures and Options Risk**

The Company may use, under certain conditions, options and futures on indices and interest rates, for the purposes of Efficient Portfolio Management. The use of derivatives for Efficient Portfolio Management is not intended to increase the risk profile of the Company. Also, the Company may hedge market and currency risks using futures, options and forward exchange contracts. Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the investor. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions make it impossible to execute such orders. Transactions in options also carry a high degree of risk. Selling (writing) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or acquire or deliver the underlying interest. If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future on another option, the risk may be reduced.

The Company may only use derivatives and forward transactions for investment purposes on the giving of 60 days' notice to Shareholders. The use of derivatives for investment purposes may involve additional risks for Shareholders. These additional risks include leverage factors associated with transactions in the Company. To the extent that derivatives are used for investment purposes, the overall risk of loss to the Company and hence the Company's risk profile may be increased.

#### **30.16 Foreign Currency Risk**

The Company may invest in securities denominated in a number of different currencies other than sterling in which the Company is denominated. Changes in foreign currency exchange rates may adversely affect the value of a company's investments and the income thereon.

#### **30.17 Pricing and Valuation Risk**

For quoted investments a valuation price can be obtained from an exchange or similarly verifiable source. However, investment in unquoted and/or illiquid investments which are difficult to value may increase the risk of mispricing.

Furthermore, the Company will compute Net Asset Values when some markets are closed for holidays or other reasons. In these and similar cases a verifiable source of market prices will not be available and the ACD may invoke its fair value process which will determine a fair value price for the relevant investments; this fair value process involves assumptions and subjectivity.

### **30.18 Emerging Countries and Developing Markets Risk**

The Company may invest in emerging markets which are undergoing rapid growth and regulatory change. Emerging markets present additional risks to those normally encountered in developed securities markets. These risks may be political, social and economic in nature and may be complicated by inflationary pressures and currency depreciation. The accounting and financial reporting standards, practices and disclosure requirements in some of the countries in which investments may be made may differ from those experienced in more developed markets. Similarly, reliability of the trading and settlement systems in such markets and the liquidity of these markets may not be equal to those available in more developed markets and this could lead to delays in settlement or affect the price at which investments could be realised. Government influence or control of private companies in some countries may be significant and investments may be exposed to the risks of political change, political uncertainty or governmental action. Such assets could be expropriated, nationalised, confiscated or subject to changes in legislation relating to foreign ownership. The value of investments in emerging markets may therefore be adversely affected by political and/or economic conditions, which would, in turn, adversely impact on the performance of the Company and its share price.

### **30.19 Smaller and Unquoted Companies Risk**

Significant investments may be made in smaller companies, in which there may be no established market for the shares, or the market may be highly illiquid. Because of this potential illiquidity investment in the Company may not be appropriate for all investors, including those who are not in a position to take a long-term view of their investment. The Company may also invest, directly and indirectly, in securities that are not listed or traded on any stock exchange. In such situations, the Company may not be able to sell such securities immediately. The purchase price and subsequent valuation of these securities may reflect a discount, which could be significant, from the market price of comparable securities for which a liquid market exists.

### **30.20 Investment Trust Risk**

The share prices of investment trusts and closed-ended funds typically stand at a discount to their net asset value per share. Such discounts may persist for long periods and/or widen. The Company's share price, being calculated on the basis of the net asset value per share, will reflect the current market value of the shares of the investment trusts and closed-ended funds in which the Company invests. The shares of certain investment trusts and closed-ended funds in which the Company invests may be valued in a market at a premium to their own net asset value per share. In such cases the share price of such investment trusts and/or closed-ended funds may eventually decline to a discount of their net asset value per share. Investment trusts and closed-ended funds may borrow or otherwise leverage their exposure to their investments. Investments in such companies will tend to have more volatile results than investment in companies without gearing.

### **30.21 Risk to Capital**

This includes potential risk of reduction in capital resulting from withdrawals or cancellations of shares and distributions in excess of investment returns.

### **30.22 Liquidity Risk**

In normal market conditions a Company's assets comprise mainly realisable investments which can be readily sold. A Company's main liability is the redemption of any shares that investors wish to sell. In general the Company manages its investments, including cash, such that it can meet its liabilities. Investments held may need to be sold if insufficient cash is available to finance such redemptions. If the size of the disposals are sufficiently large, or the market is illiquid, then there is a risk that either the investments might not be sold or the price at which they are sold may adversely affect the Net Asset Value of the Company. If there were significant requests for redemption of shares in the Company at a time when a large proportion of the Company's assets was invested in illiquid investments, then the Company's ability to fund those redemptions would be impaired and it might be necessary to suspend dealings in shares in the Company.

### **30.23 Credit Risk**

Investments may be adversely affected if any of the institutions with which money is deposited suffers insolvency or other financial difficulties (default). Credit risk also arises from the uncertainty about an issuer's ultimate repayment of principal and interest for bond or other debt instrument investments. The entire deposit or purchase price of the debt instrument is at risk of loss if there is no recovery after default. The risk of default is usually greatest with bonds and debt instruments that are classed as 'sub-investment' grade.

### **30.24 Settlement Risk**

All security investments are transacted through brokers who have been approved by the Investment Managers as an acceptable counterparty. The list of approved brokers is reviewed regularly. There is a risk of loss if a counterparty fails to perform its financial or other obligations to the Company, for example, the possibility that a counterparty may default, by failing to make payments due, or make payments in a timely manner. If settlement never occurs the loss incurred by the Company will be the difference between the price of the original contract and the price of the replacement contract, or, in the case where the contract is not replaced the absolute value of the contract at the time it is voided. Furthermore, in some markets 'Delivery versus Payment' may not be possible in which case the absolute value of the contract is at risk if the Company meets its settlement obligations but the counterparty fails before meeting its obligations.

### **30.25 Custody Risk**

Assets of the Company are kept by the custodian and investors are exposed to the risk of the custodian not being able to fully meet its obligation to reconstitute in a short time frame all of the assets of the Company in the case of bankruptcy of the custodian. Securities of the Company will normally be identified in the custodian's books as belonging to the Company and segregated from other assets of the custodian which mitigates but does not exclude the risk of non-restitution in case of bankruptcy. However, no such segregation applies to cash which increases the risk of non-restitution in case of bankruptcy. The custodian does not keep all the

assets of the Company itself but uses a network of sub-custodians which are not part of the same group of companies as the custodian. Investors are exposed to the risk of bankruptcy of the sub-custodians in the same manner as they are to the risk of bankruptcy of the custodian.

A company may invest in markets where custodial and/or settlement systems are not fully developed. The assets of the Company that are traded in such markets and which have been entrusted to such sub-custodians may be exposed to risk in circumstances where the custodian will have no liability.

#### **30.26 Tax Risk**

Tax laws, currently in place, may change in the future which could affect the value of the Company's and therefore the Shareholder's investments. Refer to the Section headed 'Taxation' in the Prospectus for further details about the taxation of the Company.

#### **30.27 Inflation Risk**

Unless the performance of your investment keeps up with or beats inflation, the real value of your investments will fall over time.

#### **30.28 Political and/or Environmental Risk**

The investee companies may operate in countries where the ownership rights may be uncertain and development of the resources themselves may be subject to disruption due to factors including civil disturbances, industrial action, interruption of power supplies, as well as adverse climatic conditions.

#### **30.29 Market Risk**

The risk that the entire market of an asset class will decline, thus affecting the prices and the values of the assets.

### **31. Risk Management**

Upon request to the ACD a Shareholder can receive information relating to:

- 31.1 the quantitative limits applying in the risk management of the Company;
- 31.2 the methods used in relation to 29.1; and
- 31.3 any recent developments of the risk and yields of the main categories of investment in the Company.

### **32. Liabilities of the Company**

Shareholders are not liable for the debts of the Company. A Shareholder is not liable to make any further payment to the Company after paying the purchase price of shares.

### **33. Historical Performance Data**

Historical performance data for the Company, expressed as discrete annual returns in percentage terms is set out in the bar chart in Appendix 3. Past performance should not be seen as an indication of future performance.

### **34. Fees and Expenses**

#### **General**

34.1 The Company may pay out of the property of the Company charges and expenses incurred by the Company, which will include the following expenses:

- 34.1.1 the fees and expenses payable to the ACD, the Investment Managers and IPS Capital LLP;
- 34.1.2 (broker's commission, fiscal charges (including stamp duty)) and other disbursements which are necessarily incurred in effecting transactions for the Company and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- 34.1.3 fees and expenses in respect of establishing and maintaining the register of Shareholders and any sub-register of Shareholders;
- 34.1.4 any costs incurred in or about the listing of shares in the Company on any stock exchange, and the creation, conversion and cancellation of shares;
- 34.1.5 any costs incurred in producing and dispatching any payments made by the Company, or the yearly and half-yearly reports of the Company, or the Prospectus;
- 34.1.6 any fees, expenses or disbursements of any legal or other professional adviser of the Company, including those incurred on the establishment of the Company;
- 34.1.7 any fees, expenses or disbursements in relation to the establishment of the Company, including without limitation FCA fees and the fees of any adviser in relation to the establishment of the Company;
- 34.1.8 any costs incurred in taking out and maintaining any insurance policy in relation to the Company;
- 34.1.9 any costs incurred in respect of meetings of Shareholders convened for any purpose including those convened on a requisition by Shareholders not including the ACD or an associate of the ACD;
- 34.1.10 liabilities on unitisation, amalgamation or reconstruction including certain liabilities arising after transfer of property to the Company in consideration for the issue of shares as more fully detailed in the FCA Regulations;
- 34.1.11 interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;

- 34.1.12 taxation and duties payable in respect of the property of the Company or the issue or redemption of shares;
- 34.1.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 34.1.14 the fees of the FCA, in accordance with the chapter of the FCA Rules entitled "Fees Manual", together with any corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which shares in the Company are or may be marketed;
- 34.1.15 the Depositary's fees and expenses, as detailed in Section 38 below;
- 34.1.16 any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company and any expenses incurred in distributing information regarding the prices of shares to Shareholders;
- 34.1.17 any fees or expenses incurred in the modification of the Prospectus and/or Instrument and/or the Key Investor Information Document, to the extent permitted by the FCA Rules;
- 34.1.18 any expenses incurred in the printing and preparation (but not the dissemination) of the Key Investor Information Document;
- 34.1.19 any fees or expenses incurred in the winding-up of the Company, including (but not limited to) the performance of any action detailed in Section 43;
- 34.1.20 upon the retirement of the ACD, any reasonable fees or expenses incurred by the ACD in arranging for the transfer of the administration of the Company together with all books, records and other data as directed by the Company; and
- 34.1.21 any fees or expenses incurred in sourcing external VAR calculations or global exposure calculations (if Commitment Approach adopted) where these are required;
- 34.1.22 any fees or expenses incurred in obtaining external independent valuations of specific financial instruments for which independent valuations are not readily available, e.g. "over the counter" (OTC) derivatives and structured products
- 34.1.23 any payments otherwise due by virtue of the FCA Regulations.
- 34.2 Value Added Tax, or similar tax relating to any charge or expense, may also be payable on these charges where appropriate.
- 34.3 Unless otherwise disclosed in this Prospectus, any third party research received in connection with investment advisory services that an Investment Manager provides to the Fund will be paid for by that Investment Manager out of its fees, as relevant in relation to the Fund, and will not be charged to the Fund.
- 34.4 All expenses are allocated to capital. This may constrain capital growth.



### **35. Charges payable to the ACD**

- 35.1 In payment for carrying out its duties and responsibilities the ACD is entitled to take out of the Company an annual management charge.
- 35.2 The annual management charge is based on the month end valuation from the previous month, accrues daily and is payable monthly in arrears on the last Business Day of each month. The current annual management charges are set out in Appendix 1.
- 35.3 The ACD is also entitled to reimbursement of all reasonable, properly vouched, out of pocket expenses incurred in the performance of its duties, including stamp duty, on transactions in shares and expenses incurred in effecting regulatory changes to the Company.
- 35.4 The ACD may not introduce a new category of remuneration for its services unless the introduction has been approved by an extraordinary resolution of Shareholders in the Company.
- 35.5 The ACD may not increase the current rate or amount of its remuneration payable out of the Scheme Property or the preliminary charge unless, not less than 60 days before the introduction or increase, the ACD gives notice in writing of the introduction or increase and the date of its commencement to all Shareholders at their registered address and has revised and made available the Prospectus to reflect the introduction or new rate and the date of its commencement.
- 35.6 The Evelyn Partners Fund Solutions Limited remuneration policy is designed to be compliant with the UCITS V Remuneration Code contained in SYSC 19E of the FCA Handbook, and provides a framework to attract, retain and reward employees and partners and to maintain a sound risk management framework, with particular attention to conduct risk. The overall policy is designed to promote the long term success of the group. The policy is designed to reward partners, directors and employees for delivery of both financial and non-financial objectives which are set in line with company strategy.
- 35.7 Details of the Evelyn Partners Fund Solutions Limited remuneration policy are available on the website <https://www.evelyn.com/regulatory/remuneration-code-disclosure>. A paper copy of the remuneration policy can be obtained free of charge by telephoning 0141 222 1151.

Any fees payable to the ACD may be reduced or waived by the ACD at its discretion.

### **36. Investment Managers' Fees**

The Investment Managers' fees and expenses are paid out of the annual management charge which is paid out of Scheme Property. Please see Section 35 above for further details.

### **37. IPS Capital LLP's Fees**

IPS Capital LLP's fees are paid out of the Scheme Property.

This is an annual fee, which is charged as a percentage of the overall investment value advised on. The current fee is 0.05% and is based on the quarter end valuation, e.g. last Business Day of March, June, September and December. The fee

accrues daily, based on the last Business Day valuation of the previous month, and is payable quarterly in arrears following agreement, between IPS Capital LLP and the ACD, of the fee calculation provided each quarter by IPS Capital LLP.

### **38. Depositary's Fees**

38.1 The Depositary receives for its own account a periodic fee which will accrue daily from the last Business Day in the preceding month to the last Business Day in each month. It is payable within seven days after the last Business Day in each month. The fee is calculated by reference to the value of the Company on the last Business Day of the preceding month except for the first accrual, which is calculated by reference to the first Valuation Point of the Company. The fee is payable out of the Scheme Property. The rate of the periodic fee is agreed between the ACD and the Depositary and is subject to a current minimum of £7,500. The current charge is 0.0275% on the first £50 million per annum plus VAT, 0.025% between £50 million and £100 million per annum plus VAT, 0.02% above £100 million per annum plus VAT.

38.2 These rates can be varied from time to time in accordance with the FCA Regulations.

38.3 The first accrual in relation to the Company will take place in respect of the period beginning on the day on which the first valuation of that Company is made and ending on the last Business Day of the month in which that day falls.

38.4 In addition to the periodic fee referred to above, the Depositary shall also be entitled to be paid transaction and custody charges in relation to transaction handling and safe-keeping of the Scheme Property as follows:

Item	Range
Transaction Charges	Between £1.96 and £75.65 per transaction
Safe Custody Charges	Between 0.001% and 0.5525% of the value of investments being held per annum

38.5 These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last Business Day of the month when such charges arose or as otherwise agreed between the Depositary and the ACD. Custody charges accrue and are payable as agreed from time to time by the ACD and the Depositary.

38.6 Where relevant, the Depositary may make a charge for providing its services in relation to: distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to the Company and may purchase, sell or deal in the purchase or sale of Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the Regulations.

38.7 The Depositary will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Instrument, the FCA Rules, the OEIC Regulations or by the general law.

- 38.8 On a winding up of the Company or the redemption of a class of shares, the Depositary will be entitled to its pro rata fees, charges and expenses to the date of winding up, the termination, or the redemption (as appropriate) and any additional expenses necessarily realised in settling or receiving any outstanding obligations. No compensation for loss of office is provided for in the agreement with the Depositary.
- 38.9 Any value added tax on any fees, charges or expenses payable to the Depositary will be added to such fees, charges or expenses.
- 38.10 In each such case such expenses and disbursements will also be payable if incurred by any person (including the ACD or any associate or nominee of the Depositary or of the ACD) who has had the relevant duty delegated to it pursuant to the FCA Regulations by the Depositary.

## **39. Shareholder Meetings and Voting Rights**

### **39.1 Annual General Meeting**

The Company will not hold annual general meetings.

### **39.2 Requisitions of Meetings**

39.2.1 The ACD may requisition a general meeting at any time.

39.2.2 Shareholders may also requisition a general meeting of the Company. A requisition by Shareholders must state the objects of the meeting, be dated, be signed by Shareholders who, at the date of the requisition, are registered as holding not less than one-tenth in value of all shares then in issue and the requisition must be deposited at the head office of the Company. The ACD must convene a general meeting no later than eight weeks after receipt of such requisition.

### **39.3 Notice of Quorum**

Shareholders will receive at least 14 days' notice of a Shareholders' meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. The quorum for an adjourned meeting is also two Shareholders present in person or by proxy, however if a quorum is not present from a reasonable time from the time appointed for the meeting then one person entitled to be counted in a quorum shall be a quorum. Notices of meetings and adjourned meetings will be sent to Shareholders at their registered addresses.

### **39.4 Voting Rights**

39.4.1 At a meeting of Shareholders, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, has one vote. For joint Shareholders, the vote of the first Shareholder, or the proxy of the first Shareholder, stated in the register of Shareholders will be accepted to the exclusion of the votes of other joint Shareholders.

39.4.2 On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each share are such proportion of the voting

rights attached to all the shares in issue that the price of the share bears to the aggregate price(s) of all the shares in issue at the date seven Business Days before the notice of meeting is deemed to have been served.

- 39.4.3 A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 39.4.4 Except where the FCA Regulations or the Instrument of the Company require an extraordinary resolution (which needs 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution will be passed by a simple majority of the votes validly cast for and against the resolution.
- 39.4.5 The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in the FCA Rules) of the ACD is entitled to vote at any meeting of the Company except in respect of shares which the ACD or associate holds on behalf of or jointly with a person who, if the registered Shareholder, would be entitled to vote and from whom the ACD or associate has received voting instructions. Where every Shareholder within the Company is prohibited under COLL 4.4.8R (4) from voting, a resolution may, with the prior written agreement of the Depositary, instead be passed with the written consent of Shareholders representing 75% of the shares of the Company in issue.
- 39.4.6 **Shareholders** in this context means Shareholders on the date seven Business Days before the notice of the relevant meeting was deemed to have been served but excludes holders who are known to the ACD not to be Shareholders at the time of the meeting.

#### 40. Class Meetings

The above provisions, unless the context otherwise requires, apply to Share Class meetings as they apply to general meetings of Shareholders. However, an extraordinary resolution will be required to sanction a variation of class rights where the change is deemed "Fundamental" by the ACD in accordance with COLL 4.3.4 under the FCA Rules.

#### 41. Taxation

The following summary is only intended as a general summary of United Kingdom ("UK") tax law and HM Revenue & Customs practice, as at the date of this Prospectus, applicable to the Fund and to individual and corporate investors who are the absolute beneficial owners of a holding in the fund which is held as an investment. The summary's applicability to, and the treatment of, investors will depend upon the particular circumstances of each investor (and it will not apply to persons, such as certain institutional investors, who are subject to a special tax regime). It should not be treated as legal or tax advice. Accordingly, if investors are in any doubt as to their taxation position, they should consult their professional adviser. Levels and bases of, and reliefs from, taxation are subject to change in the future.

The following is divided into sections relating to “Bond Fund” and “Equity Fund”. A “Bond Fund” is a fund which invests more than 60% of its market value in “Qualifying Investments” (at all times in each accounting period). The term “Qualifying Investments” includes money placed at interest and securities that are not shares, including but not limited to government and corporate debt securities and cash on deposit. The tax issues relating to the fund and the investors within it are treated separately in this section. It is anticipated that the fund will for most periods be an Equity Fund for these purposes, but that depending on how it is invested it may constitute a Bond Fund for some periods.

## **41.1 Taxation of an Equity Fund**

### **41.1.1 Taxation of Capital Gains**

An Equity Fund is not subject to UK taxation on capital gains arising on the disposal of its investments. In the unlikely event that the Fund be considered to be trading in securities under tax law, and to the extent an investment is disposed in a non-distributor/reporting fund, any gains made will be treated as taxable income and not exempt gains.

#### **Tax on Income**

An Equity Fund will be liable to corporation tax at a rate equal to the lower rate of income tax, currently 20%, on its income after relief for expenses (which include fees payable to the ACD and to the Depositary). Dividends and similar income distributions from UK and non-UK resident companies are generally exempt from corporation tax. Dividends and similar income distributions from UK authorised unit trusts and UK ICVCs are also generally exempt from corporation tax to the extent the underlying income derives from dividends.

Foreign dividends and similar income are generally treated as exempt for the purposes of UK corporation tax. This income may be subject to withholding tax in certain jurisdictions.

Dividend income received from certain countries are likely to be elected to be treated as taxable income in the UK in order to obtain a beneficial rate of withholding tax in the source country.

Profits from loan relationships are treated as taxable income, as for a Bond Fund.

## **41.2 Taxation of a Bond Fund**

### **41.2.1 Taxation of Capital Gains**

Bonds or loan relationships held are taxable as income (see below) and are not subject to capital gains tax. Capital Gains, for example on investments in equities, (except insofar as income gains - see below) accruing to a Bond Company will be exempt from UK tax on chargeable gains.

### **41.2.2 Tax on Income**

Bond Companies will be liable to UK corporation tax at 20% on income, translated (where appropriate) into Sterling, from investments in debt, debt related securities and cash deposits. Such income will be computed according to the generally accepted accounting practice relevant to the Company.

The total of the above elements will be taxed under Schedule D Case III. Any income received from UK equities will be exempt from UK corporation tax.

A Bond Company would be expected to be entitled to make up distribution accounts in such a way that the income distribution (including accumulations of income, which are deemed to be paid and reinvested as capital) to Shareholders is treated as if it were interest for UK tax purposes. If so entitled, the Bond Company intend that distributions will be made in this way.

The treatment of distributions as interest distributions for UK tax purposes is significant in two material respects:

- distributions made should be deductible for corporation tax purposes against UK taxable income; and
- UK income tax, currently at a rate of 20%, should be deducted from distributions made by the Bond Company and accounted for by it to HM Revenue & Customs. However the obligation to deduct income tax from interest distributions does not apply in certain cases, notably where a non-resident beneficial owner of the shares makes a valid declaration (“NOR declaration”) to the Company in advance of a distribution being made or the distribution is paid to certain categories of qualifying intermediary.

Schedule D Case III income, less gross interest distributions for UK corporation tax purposes, expenses (including ACD’s and Depositary’s fees) and non-UK withholding taxes, is subject to UK corporation tax at a rate equal to the lower rate of income tax (currently 20%). It is not expected that the corporation tax charge will be significant.

### **41.3 Stamp Duty Reserve Tax**

- 41.3.1 On 30 March 2014, Schedule 19 Stamp Duty Reserve Tax (SDRT) ceased to be chargeable on dealings in shares in an OEIC. As such, the provisions relating to SDRT no longer apply. However, investors should note that should SDRT or a similar tax relating to dealings on shares in OEICs be reintroduced in the future, all such costs will be paid out of the fund’s Scheme Property and charged to capital.

However it should be noted that in the unlikely event of either of (i) third party transfer of shares or (ii) non-pro rata in specie redemptions, occurring within the fund, SDRT may still be triggered and where applicable be charged to the investor.

### **41.4 Foreign Account Tax Compliant Act (FATCA)**

The US Foreign Account Tax Compliance Act (**FATCA**) is designed to help the Internal Revenue Service (the **IRS**) combat US tax evasion. It requires financial institutions, such as the Fund, to report on US investors or US holdings, whether or not this is relevant. Failure to comply (or be deemed compliant) with these requirements will subject the Fund to US withholding taxes on certain US-sourced income and gains. Under an intergovernmental agreement between the US and the United Kingdom, the Fund may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports US taxpayer information directly to HMRC.

Shareholders may be asked to provide additional information to the ACD to enable the Fund to satisfy these obligations. Institutional Shareholders may be required to provide a Global Intermediary Identifications Number (**GIIN**). Failure to provide requested information may subject a Shareholder to liability for any resulting US withholding taxes, US tax information reporting and/or mandatory redemption, transfer or other termination of the Shareholder's interest in its Shares. The Global Intermediary Identification Number for the Fund is available on request.

### **Common Reporting Standard**

The Common Reporting Standard (**CRS**) is the reporting standard approved and developed by the Organisation of Economic Co-operation and Development (OECD) in 2014, and came into force with effect from 1st January 2016. This requires financial institutions such as the Trust, to report non-UK resident investors, other than US Persons, to other agreed jurisdictions on an annual basis. The objective of this reporting is the same as the FATCA regulations but on a worldwide basis and is based on **Residency** rather than citizenship as with the US model, and will encompass natural persons and legal entities.

## **42. Income equalisation**

- 42.1 Income equalisation, as explained below, may apply in relation to the Company, as detailed in Appendix 1.
- 42.2 Part of the purchase price of a share reflects the relevant share of accrued income received or to be received by the Company. This capital sum is returned to a Shareholder with the first allocation of income in respect of a share issued during an accounting period.
- 42.3 The amount of income equalisation is either:
  - 42.3.1 the actual amount of income included in the issue price of that share; or
  - 42.3.2 calculated by dividing the aggregate of the amounts of income included in the price of shares issued or sold to Shareholders in an annual or interim accounting period by the number of those shares and applying the resultant average to each of the shares in question.
- 42.4 The ACD currently uses the method outlined in Section 42.3.2 to apply income equalisation.

## **43. Winding up of the Company**

- 43.1 The Company shall not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the FCA Regulations.

- 43.2 Where the Company is to be wound up under the FCA Regulations, such winding up may only be commenced following approval by the FCA. The FCA may only give such approval if the ACD provides a statement (following an investigation into the affairs of the Company) either that the Company will be able to meet its liabilities within 12 months of the date of the statement or that the Company will be unable to do so. The Company may not be wound up under the FCA Regulations if there is a vacancy in the position of ACD at the relevant time.
- 43.3 The Company may be wound up under the FCA Regulations if:
- 43.3.1 an extraordinary resolution to that effect is passed by Shareholders; or
  - 43.3.2 the period (if any) fixed for the duration of the Company by the Instrument expires, or an event (if any) occurs on the occurrence of which the Instrument provides that the Company is to be wound up (for example, if the share capital of the Company is below its prescribed minimum); or
  - 43.3.3 on the date of effect stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the Company.
- 43.4 On the occurrence of any of the above:
- 43.4.1 the parts of the FCA Regulations and the Instrument relating to pricing and dealing and investment and borrowing will cease to apply to the Company;
  - 43.4.2 the Company will cease to issue and cancel shares in the Company and the ACD shall cease to sell or redeem shares or arrange for the Company to issue or cancel them (except in respect of final cancellation);
  - 43.4.3 no transfer of a share shall be registered and no other change to the register shall be made without the sanction of the ACD;
  - 43.4.4 where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;
  - 43.4.5 the corporate status and powers of the Company and, subject to the provisions of Sections 43.4.1 to 43.4.4 above, the powers of the ACD shall remain until the Company is dissolved.
- 43.5 The ACD shall, as soon as practicable after the Company falls to be wound up, arrange for all shares in issue to be cancelled, realise the assets and meet the liabilities of the Company and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up, arrange for the Depositary to make one or more interim distributions out of the proceeds remaining (if any) to Shareholders proportionately to their rights to participate in the Scheme Property. When the ACD has caused all of the Scheme Property to be realised and all of the liabilities of the Company to be realised, the ACD shall arrange for the Depositary to also make a final distribution to Shareholders (if any Scheme Property remains to be distributed) on or prior to the date on which the final account is sent to Shareholders of any balance remaining in proportion to their holdings in the Company.



- 43.6 As soon as reasonably practicable after completion of the winding up of the Company the Depositary shall notify the FCA and, at the same time, the ACD or the Depositary will request the FCA to revoke the relevant authorisation order.
- 43.7 On completion of a winding up of the Company, the Company will be dissolved and any money (including unclaimed distributions) standing to the account of the Company, will be paid into court within one month of dissolution.
- 43.8 Following the completion of the winding up of the Company, the ACD must prepare a final account showing how the winding up took place and how the Scheme Property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA, to each Shareholder within four months of the completion of the winding up.

#### **44. General Information**

##### **44.1 Accounting Periods**

The annual accounting period of the Company ends each year on the 31 August (the accounting reference date). The interim accounting period of the Company ends each year on last day of February. The quarterly reference dates are 31 May and 30 November each year.

From 31 March 2018 the annual accounting period of the Company will end each year on the 31 March. The interim accounting period of the Company will end each year on 30 September. The quarterly reference dates will be 31 December and 30 June each year.

##### **44.2 Income Allocations**

- 44.2.1 Allocations of income are made quarterly in respect of the income available for allocation in the previous accounting period.
- 44.2.2 Distributions of income in respect of Income Shares are paid by BACS, in accordance with Section 44.2.3, on or before the quarterly income allocation dates of last day of February, 31 May, 31 August and 30 November.
- 44.2.3 The amount available for distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the Company in respect of that period, and deducting the charges and expenses paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Depositary as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, transfers between the income and capital account and any other adjustments which the ACD considers appropriate after consulting the auditors. The ACD may, at its discretion, adjust distributions in order to smooth the amount of interim and final distributions within any particular accounting period.

- 44.2.4 The Authorised Corporate Director and the Depositary have agreed a de minimis amount of £20 in respect of distribution of income payments made by cheque.
- 44.2.5 If a distribution remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the Company.
- 44.2.6 Income will be distributed as a dividend payment where the Company is deemed to be an Equity Fund or as an interest payment where the Company is deemed to be a Bond Fund over the relevant accounting period (please see Section 41 (Taxation) for further details). The treatment of income anticipated by the ACD is given in Appendix 1, although Shareholders are advised the treatment of income will depend on the composition of assets over the accounting period. Income can only be distributed as an interest payment if the Company has held the minimum Qualifying Investments over the accounting period. Details of the treatment of income for taxation purposes over an accounting period will be given in a tax voucher sent to all Shareholders when the income is allocated.

#### **44.3 Annual and half-yearly reports**

- 44.3.1 An Annual report of the Company will be published within four months of each annual accounting period and a half-yearly report will be published within two months of each interim accounting period. The annual and half-yearly reports are available upon request.

#### **44.4 Documents of the Company**

- 44.4.1 The following documents may be inspected free of charge between 9.00 a.m. and 5.00 p.m. every Business Day at the offices of the ACD at 45 Gresham Street, London, EC2V 7BG:
  - (a) the most recent annual and half-yearly reports of the Company;
  - (b) the Prospectus; and
  - (c) the Instrument (and any amending instrument).
- 44.4.2 Upon request, shareholders may also obtain information supplementary to the Prospectus relating to:
  - (a) the quantitative limits applying to the risk management of the Company;
  - (b) the methods used in relation to (a); and
  - (c) any recent development of the risk and yields of the main categories of investment.
- 44.4.3 The ACD may make a charge at its discretion for copies of the Instrument; however, the reports and the Prospectus are available free of charge.

- 44.4.4 Copies of the ACD agreement or any contract of service between the Company and its directors can be obtained free of charge on request from the ACD.
- 44.5 Notices**
- 44.5.1 Notices and Documents will be sent by post to the Shareholder's registered address.
- 44.5.2 Notwithstanding the above, where shares are jointly held by two or more persons, in accordance with the FCA Regulations certain documents may be sent by post only to the first named holder at his or her registered address.
- 44.6 Telephone Recording**
- Please note that the ACD may record telephone calls for training and monitoring purposes and to confirm investors' instructions. Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where the ACD can identify the call. If you ask the ACD to send you a recording of a particular call, the ACD may ask for further information to help identify the exact call to which your request relates.
- 44.7 Complaints**
- 44.7.1 Complaints concerning the operation or marketing of the Company should be referred to the compliance officer of the ACD at 45 Gresham Street, London, EC2V 7BG, in the first instance. If the complaint is not dealt with satisfactorily then it can be made direct to The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR, telephone number 0800 023 4567.
- 44.7.2 A copy of the ACD's complaints handling procedure is available on request.
- 44.7.3 Making a complaint will not prejudice your rights to commence legal proceedings.
- 44.7.4 Further information regarding any compensation scheme or any other investor-compensation scheme of which the ACD or the Fund is a member (including, if relevant, membership through a branch) or any alternative arrangement provided, are also available on request.
- 44.8 Best Execution**
- 44.8.1 The ACD must act in the best interests of the Fund when executing decisions to deal on behalf of the Fund. The ACD's order execution policy sets out the (i) systems and controls that have been put in place and (ii) the factors which the ACD expects the Investment Managers to consider when effecting transactions and placing orders in relation to the Fund. This policy has been developed in accordance with the ACD's obligations under the Regulations to obtain the best possible result for the Company.

- 44.8.2 Details of the order execution policy are available from the ACD on request. If you have any questions regarding the policy please contact the ACD or your professional adviser.

#### **44.9 Inducements and Soft Commission**

- 44.9.1 When executing orders, or placing orders with other entities for execution, that relate to financial instruments for, or on behalf of, the Fund, an Investment Manager or the ACD (as relevant) will not accept and retain any fees, commissions or monetary benefits; or accept any non-monetary benefits, where these are paid or provided by any third party or a person acting on behalf of a third party.
- 44.9.2 The Investment Managers or ACD will return to the Fund as soon as reasonably possible after receipt any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to the Fund, and disclose in the annual report the fees, commissions or any monetary benefits transferred to them.
- 44.9.3 However, the Investment Managers or ACD may accept without disclosure minor non-monetary benefits that are capable of enhancing the quality of service provided to the Fund; and of a scale and nature such that they could not be judged to impair their compliance with its duty to act honestly, fairly and professionally in the best interests of the Fund.

#### **44.10 Genuine Diversity of Ownership (GDO)**

- 44.10.1 Shares in, and information on, the Company are and will continue to be marketed and made easily and widely available to reach the intended categories of investors and in a manner appropriate to attract those categories of investors. The intended categories of investors are retail and institutional investors.

#### **44.11 Compensation**

- 44.11.1 Under the Financial Services Compensation Scheme (FSCS), in the event of firm default your investment is protected up to the value of £85,000 per person per firm.

## **APPENDIX 1**

### **Investment objective, policy and other details of the Company**

Investment of the assets of the Company must comply with the FCA Regulations and its own investment objective and policy. Details of the investment objective and policy are set out overleaf together with other information including available Share Classes, charges, minimum investment levels and distribution dates. A detailed statement of the investment and borrowing restrictions applicable to the Company is contained in Appendix 2. Lists of the eligible securities and derivatives markets on which the Company may invest are contained in Appendices 4 and 5.

### **Ongoing Charges Figure (OCF)**

The OCF provides investors with a clearer picture of the total annual costs in running a collective investment scheme and is based on the previous year's expenses. The figure may vary from year to year and it excludes the costs of buying or selling assets for the Company (but includes transaction charges incurred by investing in any other collective investment schemes). Where there is not enough historic data available, or when historic data will not provide a reliable indication of future costs, an estimated OCF will be calculated based on the most reliable information available (OCF (Estimated)). The OCF is displayed in the Key Investor Information Document (KIID). A copy of the KIID can be provided free of charge on request.

## THE HEADSPRING FUND

### 1. Investment Objective and Policy

The objective of the Company is to provide capital and income growth through investment in a diversified portfolio in assets both in the UK and in some or all world markets. Investment may be made across asset classes including transferable securities, units of collective investment schemes, warrants, deposits and money market instruments. There is no limit to which the Company can be invested in each asset class or sector. The Company will not maintain an interest in immovable property or tangible moveable property.

**It is the ACD's intention that derivative and forward transactions will only be entered into by the Company for Efficient Portfolio Management purposes. The Company may only use derivatives and forward transactions for investment purposes on the giving of 60 days' notice to shareholders. The use of derivative and forward transactions for Efficient Portfolio Management is not intended to increase the risk profile of the Company.**

*Please be aware that there is no guarantee that capital will be preserved.*

Benchmark	<p>Shareholders may compare the performance of the Company against the ARC Equity Risk PCI.</p> <p>Comparison of the Company's performance against this benchmark will give Shareholders an indication of how the Company is performing against an index based on the real performance numbers delivered to discretionary private clients by participating investment managers.</p> <p>The benchmark is not a target for the Company, nor is the Company constrained by the benchmark.</p>
Classes of shares available	<p>Income Shares</p> <p>Accumulation Shares</p>
Currency of denomination	Pounds Sterling
Minimum initial investment*	£1,000,000
Minimum subsequent investment*	£100,000
Minimum withdrawal	None, provided the minimum holding is maintained
Minimum holding*	£1,000,000

ACD's preliminary charge*	7%
Redemption charge*	None
Charge for investment research	None
Annual management charge	Up to 1.25% per annum of funds under management subject to a minimum of £40,000 per annum
<i>Annual accounting date</i>	<i>31 March</i>
<i>Interim accounting date</i>	<i>30 September</i>
<i>Quarterly reference dates</i>	<i>31 December and 30 June</i>
<i>Quarterly income allocation dates</i>	<i>Last day of February, 31 May, 31 August and 30 November</i>
Invest in any Securities Market of the UK, a Member State of the EU or states within the EEA on which securities are admitted to Official Listing	Yes
Invest in Eligible Markets	As listed in Appendices 4 and 5
Income Equalisation	Yes, averaged.
Charges taken from income or capital	All charges are taken from capital.
Income to be distributed as a dividend or interest?	The Company may distribute income in the form of a dividend or interest depending on the composition of the assets held over the accounting period.

*\*Minimum initial and subsequent investment amounts, minimum holding requirements and the preliminary and redemption charges may be waived by the ACD at its discretion.*

## 2. Investor Profile

Whether an investment in the Company is appropriate will depend on the investor's own requirements and attitude to risk. The Company is designed for high-net-worth retail investors (although it may be promoted to all types of investor) who:

- want to achieve capital and income growth through investment in a diversified portfolio to include some or all permitted asset classes, both in the UK and in some or all world markets, with the expertise of the Investment Managers;

- can meet the minimum investment levels;
- are able to commit to a long-term investment in the Company and take the risk of losing part or all of their investment capital;
- who understand and are willing to take the risks involved in investing in the Company (as detailed under “Risk Factors” set out in Section 30 of the Prospectus).

**If you have any doubts as to whether the investment is suitable for you, please contact a financial adviser.**



## **APPENDIX 2**

### **Investment and borrowing powers of the Company**

#### **1. Investment and borrowing powers of the Company**

These restrictions apply to the Company.

##### **1.1 Investment restrictions**

The Company will be invested with the aim of achieving the investment objective of the Company but subject to the limits on investment set out in the FCA Regulations and the Company's investment policy.

Generally, the Company will invest in the investments to which it is dedicated including approved securities which are transferable securities admitted to or dealt on a regulated market or in a market in the UK or an EEA State which is regulated, operates regularly and is open to the public, units in collective investment schemes, warrants, approved money market instruments and deposits.

- 1.2 The investment objective and policy of the Company are subject to the limits on investment under chapter 5 of the FCA Regulations applicable to UK UCITS schemes, which are summarised below. The ACD must ensure that, taking account of the investment objective and the investment policy of the Company, the Company's investments provide a prudent spread of risk.

#### **2. Transferable securities and money market instruments**

##### **2.1 Types of transferable security**

- (a) A transferable security is an investment which is a share, a debenture, an alternative debenture, a government and public security, a warrant, or a certificate representing certain securities (as such terms are defined in the FCA Regulations).
- (b) An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.
- (c) In applying paragraph 2.1(b) to an investment which is issued by a body corporate, and which is a share or a debenture (as such terms are defined in the FCA Rules), the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.
- (d) An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

##### **2.2 Criteria for investment in transferable securities**

- (a) The Company may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:

- (i) the potential loss which the Company may incur with respect to holding the transferable security is limited to the amount paid for it;
  - (ii) its liquidity does not compromise the ACD's ability to comply with its obligations to redeem shares at the request of any qualifying shareholder;
  - (iii) reliable valuation is available for it as follows:
    - in the case of a transferable security admitted to or dealt in on an eligible market (see further paragraph 2.11 below for an explanation of eligible market) where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;
    - in the case of a transferable security not admitted to or dealt in on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;
  - (iv) appropriate information is available for it as follows:
    - in the case of a transferable security admitted to or dealt in on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;
    - in the case of a transferable security not admitted to or dealt in on an eligible market where there is regular and accurate information available to the ACD on the transferable security or, where relevant, on the portfolio of the transferable security;
  - (v) it is negotiable; and
  - (vi) its risks are adequately captured by the risk management process of the ACD.
- (b) Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed:
- (i) not to compromise the ability of the ACD to comply with its obligations to redeem shares at the request of any qualifying shareholder; and
  - (ii) to be negotiable.

## 2.3 Closed-ended funds constituting transferable securities

A unit in a closed-ended fund shall be taken to be a transferable security for the purposes of investment by the Company, provided it fulfils the criteria for transferable securities set out in paragraph 2.2 above and either:

- (a) where the closed-ended fund is constituted as an investment company or a unit trust:
  - (i) it is subject to corporate governance mechanisms applied to companies; and
  - (ii) where another person carries out asset management activity on its behalf that person is subject to national regulation for the purpose of investor protection; or
- (b) where the closed-ended fund is constituted under the law of contract:
  - (i) it is subject to corporate governance mechanisms equivalent to those applied to companies; and
  - (ii) it is managed by a person who is subject to national regulation for the purpose of investor protection.

#### 2.4 Transferable securities linked to other assets

- (a) The Company may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the Company provided the investment:
  - (i) fulfils the criteria for transferable securities set out in paragraph 2.2 above; and
  - (ii) is backed by or linked to the performance of other assets which may differ from those in which the Company can invest.
- (b) Where an investment in paragraph 2.4(a) contains an embedded derivative component, the requirements of this Appendix and the FCA Regulations with respect to derivatives and forwards will apply to that component.

#### 2.5 Approved money market instruments

An approved money market instrument is a money market instrument which is normally dealt in on the money market, is liquid and has a value which can be accurately determined at any time.

#### 2.6 A money market instrument shall be regarded as normally dealt in on the money market if it:

- (a) has a maturity at issuance of up to and including 397 days;
- (b) has a residual maturity of up to and including 397 days;
- (c) undergoes regular yield adjustments in line with money market conditions at least every 397 days; or

- (d) has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in (a) or (b) or is subject to yield adjustments as set out in (c).
- 2.7 A money market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the ACD to redeem units at the request of any qualifying shareholder.
- 2.8 A money market instrument shall be regarded as having a value which can be accurately determined at any time if accurate and reliable valuation systems, which fulfil the following criteria, are available:
  - (a) enabling the ACD to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and
  - (b) based either on market data or on valuation models including systems based on amortised costs.
- 2.9 A money market instrument that is normally dealt in on the money market and is admitted to or dealt in on an eligible market shall be presumed to be liquid and have a value which can be accurately determined at any time unless there is information available to the ACD that would lead to a different determination.
- 2.10 Transferable securities and money market instruments generally to be admitted to or dealt in on an eligible market
  - (a) Transferable securities and money market instruments held within the Company must be:
    - (i) admitted to or dealt in on an eligible market (as described in paragraph 2.11); or
    - (ii) for an approved money market instrument not admitted to or dealt in on an eligible market within paragraph 2.11; or
    - (iii) recently issued transferable securities provided that:
      - (aa) the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and
      - (bb) such admission is secured within a year of issue.
  - (b) The Company may invest up to 10% of the Company's investments in transferable securities or money market instruments other than those referred to in paragraph 2.10(a) above.
  - (c) However, the ability to hold up to 10% of the Company's investments in ineligible assets under paragraph 2.10(b) above is subject to the following limitations:
    - (i) for a qualifying money market fund (as defined in the FCA Regulations), the 10% restriction is limited to high quality money market instruments with a maturity or residual maturity of not more than 397 days or regular yield adjustments consistent with

such a maturity, and with a weighted average maturity of no more than 60 days;

- (ii) for a short term money market fund or a money market fund (as such terms are defined in the FCA Regulations), the 10% restriction is limited to high quality approved money market instruments as determined under the FCA Regulations at COLL 5.9.6R.

## 2.11 Eligible markets regime

- (a) To protect investors the markets in which investments of the Company are dealt in or traded on should be of an adequate quality (**eligible**) at the time of acquisition of the investment and until it is sold. Where a market ceases to be eligible investments on that market cease to be approved securities. The 10% restriction in paragraphs 2.10(b) and 2.10(c) above on investment in non-approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as a breach beyond the control of the ACD.
- (b) A market is eligible for the purposes of the FCA Rules if it is:
  - (i) a regulated market (as defined in the FCA Rules);
  - (ii) a market in the UK or an EEA state which is regulated, operates regularly and is open to the public; or
  - (iii) any market within (c) below.
- (c) A market not falling within paragraph 2.11(b) is eligible for the purposes of the FCA Rules if:
  - (i) the ACD after consultation with and notification to the Depositary decides that market is appropriate for investment of, or dealing in the Company's property;
  - (ii) the market is included in a list in the Prospectus; and
  - (iii) the Depositary has taken reasonable care to determine that adequate custody arrangements can be provided for the investment dealt in on that market; and all reasonable steps have been taken by the ACD in deciding whether that market is eligible.
- (d) In paragraph 2.11(c)(i) a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator, is open to the public, is adequately liquid, and has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.
- (e) The eligible securities and derivatives markets for the Company are set out in Appendices 4 and 5. New eligible securities markets may be added to the existing list in accordance with the FCA Regulations governing approvals and notifications.

## 2.12 Money market instruments with a regulated issuer

- (a) In addition to instruments admitted to or dealt in on an eligible market, the Company may invest in an approved money-market instrument provided it fulfils the following requirements:
  - (i) the issue or the issuer is regulated for the purposes of protecting investors and savings; and
  - (ii) the instrument is issued or guaranteed in accordance with paragraph 2.13.
- (b) The issue or the issuer of a money market instrument other than one dealt in on an eligible market, shall be regarded as regulated for the purposes of protecting investors and savings if:
  - (i) the instrument is an approved money market instrument;
  - (ii) appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit risk related to investments in it) in accordance with paragraph 2.14 below; and
  - (iii) the instrument is freely transferable.

## 2.13 Issuers and guarantors of money market instruments

- (a) The Company may invest in an approved money market instrument if it is:
  - (i) issued or guaranteed by any one of the following:
    - (aa) a central authority of the UK or, an EEA state or if the EEA state is a federal state, one of the members making up the federation;
    - (bb) a regional or local authority of the UK or an EEA state;
    - (cc) the Bank of England, European Central Bank or a central bank of an EEA state;
    - (dd) the EU or the European Investment Bank;
    - (ee) a non-EEA state other than the UK, or in the case of a federal state one of the members making up the federation; or
    - (ff) a public international body to which the UK or one or more EEA states belong; or
  - (ii) issued by a body, any securities of which are dealt in on an eligible market; or

- (iii) issued or guaranteed by an establishment which is:
  - (aa) subject to prudential supervision in accordance with criteria defined by UK or EU law; or
  - (bb) an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by **UK or** EU law.
- (b) An establishment shall be considered to satisfy the requirement in paragraph 2.13(a)(iii)(bb) if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:
  - (i) it is located in UK or the EEA;
  - (ii) it is located in an OECD country belonging to the Group of Ten;
  - (iii) it has at least one investment grade rating;
  - (iv) on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by **UK or** EU law.

#### 2.14 Appropriate information for money market instruments

- (a) In the case of an approved money market instrument within paragraph 2.13(a)(ii) or issued by a body referred to in the FCA Regulations at COLL 5.2.10EG; or which is issued by an authority within paragraph 2.13(a)(i)(bb) or a public international body within paragraph 2.13(a)(i)(ff), but is not guaranteed by a central authority within paragraph 2.13(a)(i)(aa), the following information must be available:
  - (i) information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;
  - (ii) updates of that information on a regular basis and whenever a significant event occurs; and
  - (iii) available and reliable statistics on the issue or the issuance programme.
- (b) In the case of an approved money market instrument issued or guaranteed by an establishment within paragraph 2.13(a)(iii) the following information must be available:
  - (i) information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;
  - (ii) updates of that information on a regular basis and whenever a significant event occurs; and

- (iii) available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.
- (c) In the case of an approved money market instrument within paragraph 2.13(a)(i)(aa), (dd) or (ee) or which is issued by an authority within paragraph 2.13(a)(i)(bb) or a public international body within paragraph 2.13(a)(i)(ff) and is guaranteed by a central authority within paragraph 2.13(a)(i)(aa) information must be available on the issue or the issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument.

### **3. Spread limits**

- 3.1 This Section does not apply in respect of a transferable security or an approved money-market instrument to which COLL 5.2.12R (Spread: government and public securities) applies. Please see Section 4 below. For the purpose of this paragraph a "single body" bears the meaning as set out in the FCA Regulations.
- 3.2 For the purposes of this section companies included in the same group for the purposes of consolidated accounts as defined in accordance with Directive 2013/34/EU, or the statutory equivalent thereof, which forms part of UK law by virtue of the EUWA, as applicable, or in the same group in accordance with international accounting standards, are regarded as a single body.
- 3.3 Not more than 20% in value of the Company's property can consist of deposits with a single body.
- 3.4 Not more than 5% in value of the Company's property can consist of transferable securities or approved money market instruments issued by any single body. This limit is raised to 10% in respect of up to 40% in value of the Company's property, covered bonds need not be taken into account for the purpose of applying the limit of 40%.
- 3.5 This limit is raised to 25% in respect of covered bonds, provided that where more than 5% of the Company's property is invested in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% of the value of the Company's property.
- 3.6 In applying the higher limits mentioned in this paragraph 3 certificates representing certain securities are to be treated as equivalent to the underlying security.
- 3.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Company's property (which is raised to 10% when the counterparty is an approved bank).
- 3.8 Not more than 20% in value of the Company's investments can consist of transferable securities and approved money market instruments issued by the same group.
- 3.9 Not more than 20% in value of the Company's investments can consist of the units of any one collective investment scheme.



- 3.10 In applying the limits in 3.3, 3.4, 3.6, and 3.7, and subject to 3.5, not more than 20% in value of the Company's property can consist of any combination of two or more of the following:
- (a) transferable securities (including covered bonds) or approved money market instruments issued by that body; or
  - (b) deposits made with that body; or
  - (c) exposures from OTC derivatives transactions made with that body;
- 3.11 The ACD must ensure that counterparty risk arising from an OTC derivative transaction is subject to the limits set out in paragraphs 3.7 and 3.10.
- 3.12 When calculating the exposure of the Company to a counterparty in accordance with the limits in paragraph 3.7, the ACD must use the positive mark-to-market value of the OTC derivative contract with that counterparty.
- 3.13 The ACD may net the OTC derivative positions of a UCITS scheme with the same counterparty, provided:
- (a) it is able legally to enforce netting agreements with the counterparty on behalf of the Company; and
  - (b) the netting agreements in (a) do not apply to any other exposures the Company may have with that same counterparty.
- 3.14 The ACD may reduce the exposure of the Company's investments to a counterparty to an OTC derivative transaction through the receipt of collateral. Collateral received must be sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation.
- 3.15 The ACD must take collateral into account in calculating exposure to counterparty risk in accordance with the limits in paragraph 3.17 when it passes collateral to the counterparty to an OTC derivative transaction on behalf of the Company.
- 3.16 Collateral passed in accordance with paragraph 3.15 may be taken into account on a net basis only if the ACD is able legally to enforce netting arrangements with this counterparty on behalf of the Company.
- 3.17 The ACD must calculate the issuer concentration limits referred to paragraph 3.8 on the basis of the underlying exposure created through the use of OTC derivatives in accordance with the commitment approach.
- 3.18 In relation to exposures arising from OTC derivative transactions, as referred to in paragraph 3.10, the ACD must include in the calculation any counterparty risk relating to the OTC derivative transactions.

#### **4. Government and Public Securities**

- 4.1 This section applies in respect of a transferable security or an approved money-market instrument ("such securities") that is issued by:
- (a) the UK or an EEA State;

- (b) a local authority of the UK or an EEA State;
  - (c) a non-EEA State other than the UK; or
  - (d) a public international body to which the UK or one or more EEA States belong.
- 4.2 Where no more than 35% in value of the Scheme Property is invested in government and public securities issued by any one body, there is no limit on the amount which may be invested in such securities in any one issue.
- 4.3 The Company may invest more than 35% of the Scheme Property in government and public securities issued by or on behalf of or guaranteed by a single named issuer which may be one of the following: the governments of the United Kingdom and of a member state of the European Union or EEA (i.e. Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden); or by or on behalf of the Governments of Australia, Canada, Japan, New Zealand, Switzerland or the United States of America.
- 4.4 The ACD has consulted with the Depositary and considers that the issuers named in 4.3 above are ones which are appropriate in accordance with the investment objectives of the Company set out in Appendix 1. If more than 35% in value of the Scheme Property of the Company is invested in government and public securities issued by any one issuer, no more than 30% in value of the Scheme Property of the Company may consist of such securities of any one issue and the Scheme Property must include at least six different issues whether of that issuer or another issuer, and the disclosures in COLL 3.2.6R(8) and COLL 4.2.5R(3)(i) have been made.
- 4.5 Notwithstanding 3.1, and subject to 4.4, in applying the 20% limit in 3.10 with respect to a single body, such securities issued by that body shall be taken into account.
- 5. Collective Investment Schemes**
- 5.1 Except where the investment policy of the Company is inconsistent with this, up to 100% in value of the property of the Company may be invested in units in other collective investment schemes (hereafter a **second scheme**) although not more than 20% in value of the Scheme Property is to consist of the units of any one second scheme. However, no more than 30% of the Scheme Property may be invested in second schemes under 5.2 (b) to (e). Investment may only be made in second schemes whose maximum annual management charge does not exceed 5%.
- 5.2 The second scheme must fall within one of the following categories:
- (a) be a UK UCITS scheme or satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
  - (b) be a recognised scheme under the provisions of Section 272 of the Act that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided certain requirements are met); or
  - (c) be authorised as a non-UCITS retail scheme provided certain requirements are met); or

- (d) the scheme is authorised in an EEA state (provided certain requirements are met); or
- (e) the scheme is authorised by the competent authority of an OECD member country (other than an EEA state) which has:
  - (ii) signed the IOSCO Multilateral Memorandum of Understanding; and
  - (iii) approved the scheme's management company, rules and depositary/custody arrangements,
 provided certain requirements are met;

and the second scheme satisfies the requirements in (f) and (g) below:

- (f) it complies with certain restrictions set out in the FCA Regulations including restrictions designated to avoid double charging as set out at COLL 5.2.15R and 5.2.16R; and
- (g) it is a scheme which has terms which prohibit more than 10% in value of the scheme property consisting of units in collective investment schemes,

5.3 Where the second scheme is an umbrella these provisions apply to each sub fund as if it were a separate scheme.

5.4 Subject to the limits specified in 5.1, investment may be made in a second scheme managed by the ACD or an associate of the ACD.

5.5 The Company may invest in units of other collective investment schemes and pay any related charges or expenses for investing in such units where the schemes are managed, operated or administered by the ACD (or one of its associates) in which case the rules on double charging contained in the FCA Regulations (in particular those set out at COLL 5.2.16R) will be complied with.

## **6. Warrants and nil and partly paid securities**

6.1 Up to 5% in value of the Scheme Property may consist of warrants, provided that warrants may only be held if it is reasonably foreseeable there will be no change to the Scheme Property between the acquisition of the warrant and its exercise and the rights conferred by the proposed warrant and all other warrants forming part of the Scheme Property at the time of the acquisition of the proposed warrant will be exercised and that the exercise of the rights conferred by the warrants will not contravene the FCA Regulations.

6.2 Securities on which any sum is unpaid may be held provided that it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Company at any time when the payment is required without contravening the FCA Regulations.

6.3 A warrant may not be included in the Company's property unless it is listed on an eligible securities market.

## **7. Derivatives: General**

The Company may use, under certain conditions, options and futures on indices and interest rates, for the purposes of Efficient Portfolio Management. The use of derivatives for Efficient Portfolio Management is not intended to increase the risk profile of the Company. The Company may use derivatives and forward transactions for investment purposes on giving 60 days' notice to shareholders. The use of derivatives for investment purposes may involve additional risks for shareholders. Also, the Company may hedge market and currency risks using futures, options and forward exchange contracts. Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the investor. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions make it impossible to execute such orders. Transactions in options also carry a high degree of risk. Selling (writing) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or acquire or deliver the underlying interest. If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future on another option, the risk may be reduced. Please also see "Risk Factors" above.

- 7.1 The Company may make use of a variety of derivative instruments in accordance with the FCA Regulations.
- 7.2 A transaction in derivatives or a forward transaction cannot be effected for the Company unless:
  - (a) it is a permitted derivatives and forward transaction (broadly a derivative must be effected on or under the rules of any eligible derivatives market or must comply with the provisions in the FCA Regulations relating to OTC transactions in derivatives **and** must have underlying consisting of any or all of the following; transferable securities, approved money market instruments, deposits, permitted derivatives, permitted collective investment schemes, permitted financial indices, interest rates, foreign exchange rates, currencies); and
  - (b) it is covered as required by the FCA Regulations at COLL 5.3.3AR.
- 7.3 The exposure to the underlying assets must not exceed the limits in paragraphs 3 or 4 of this Appendix, save as provided for in 7.7.
- 7.4 Where a transferable security or approved money market instrument embeds a derivative this must be taken into account for the purposes of complying with this paragraph.
- 7.5 A transferable security or an approved money market instrument will embed a derivative if it contains a component which fulfils the following criteria:
  - (a) by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange

- rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a stand alone derivative;
  - (b) the economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
  - (c) it has a significant impact on the risk profile and pricing of the transferable security or approved money market instrument.
- 7.6 A transferable security or an approved money market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money market instrument. That component shall be deemed to be a separate instrument.
- 7.7 If the Company invests in an index based derivative provided the relevant index falls within COLL 5.2.20AR (Financial indices underlying derivatives) the underlying constituents of the index do not have to be taken into account for the purposes of paragraphs 3 and 4 above, provided the ACD takes account of paragraph 1.2 in relation to the requirements for a prudent spread of risk.
- 8. Permitted Transactions (Derivatives and Forwards)**
- 8.1 A transaction in a derivative must:
- (a) be in an approved derivative; or
  - (b) be a transaction which complies with paragraph 12 of this Appendix.
- 8.2 A transaction in a derivative must have the underlying consisting of any or all of the following to which the scheme is dedicated: transferable securities; approved money-market instruments; permitted deposits; permitted derivatives; permitted collective investment scheme units; certain financial indices; interest rates; foreign exchange rates and currencies.
- 8.3 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market. A derivatives transaction must not cause the Company to diverge from its investment objectives as stated in the Instrument of Incorporation and the most recently published prospectus and must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money market instruments, collective investment scheme units or derivatives.
- 8.4 Any forward transaction must be with an eligible institution or an approved bank.
- 8.5 The Company may not undertake transactions in derivatives of commodities.
- 8.6 A derivative includes an instrument which fulfils the following criteria:
- (a) it allows the transfer of the credit risk of the underlying independently from the other risks associated with that underlying;
  - (b) it does not result in the delivery or the transfer of assets other than those referred to in COLL 5.2.6A R (UCITS schemes: permitted types of scheme property) including cash;

- (c) in the case of an OTC derivative, it complies with the requirements in COLL 5.2.23 R (OTC transactions in derivatives);
- (d) its risks are adequately captured by the risk management process of the ACD, and by its internal control mechanisms in the case of risks of asymmetry of information between the ACD and the counterparty to the derivative, resulting from potential access of the counterparty to non-public information on persons whose assets are used as the underlying by that derivative.

## **9. Financial Indices underlying derivatives**

9.1 The financial indices referred to in paragraph 9.2 are those where the index is sufficiently diversified, it represents an adequate benchmark for the market to which it refers, and the index is published in an appropriate manner.

9.2 A financial index is sufficiently diversified if:

- (a) it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
- (b) where it is composed of assets in which the Company is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this Appendix; and
- (c) where it is composed of assets in which the Company cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this Appendix.

9.3 A financial index represents an adequate benchmark for the market to which it refers if:

- (a) it measures the performance of a representative group of underlyings in a relevant and appropriate way;
- (b) it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and
- (c) the underlyings are sufficiently liquid, allowing users to replicate it if necessary.

9.4 A financial index is published in an appropriate manner if:

- (a) its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and
- (b) material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.

- 9.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to paragraph 8.2 be regarded as a combination of those underlyings.
- 9.6 If the composition of an index is not sufficiently diversified in order to avoid undue concentration, its underlying assets should be combined with the other assets of the Company when assessing compliance with the requirements on cover for transactions in derivatives and forward transactions set out in paragraph 15.1 and paragraph 3 of this Appendix.
- 9.7 In order to avoid undue concentration, where derivatives on an index composed of assets in which a UCITS scheme cannot invest are used to track or gain high exposure to the index, the index should be at least diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this section.
- 9.8 If derivatives on that index are used for risk-diversification purposes, provided that the exposure of the Company to that index complies with the 5%, 10% and 40% ratios as set out in paragraph 3.4, there is no need to look at the underlying components of that index to ensure that it is sufficiently diversified.

## **10. Transactions for the purpose of property**

A derivative or forward transaction which will or could lead to the delivery of property for the account of the Company may be entered into only if that property can be held for the account of the Company, and the ACD having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the FCA Regulations.

## **11. Requirement to cover sales**

No agreement by or on behalf of the Company to dispose of property or rights may be made unless the obligation to make the disposal and any other similar obligation could immediately be honoured by the Company by delivery of property or the assignment (or, in Scotland, assignation) of rights, and the property and rights above are owned by the Company at the time of the agreement. This requirement does not apply to a deposit.

## **12. OTC transactions in derivatives**

12.1 A transaction in an OTC derivative under paragraph 8.1(b) must be:

- (a) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:
  - (i) an eligible institution or an approved bank; or
  - (ii) a person whose permission (including any requirements or limitations), as published in the FCA Register, or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange;
- (b) on approved terms; the terms of the transaction in derivatives are approved only if the ACD:

- (i) carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and
    - (ii) can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value;
  - (c) capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:
    - (i) on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
    - (ii) if the value referred to in (i) is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
  - (d) subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
    - (i) an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the ACD is able to check it; or
    - (ii) a department within the ACD which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.
- 12.2 For the purposes of 12.1(b), "fair value" is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.
- 12.3 In respect of its obligations under the FCA Regulations, the depositary must take reasonable care to ensure that the ACD has systems and controls that are adequate to ensure compliance with 12.1(a) to 12.1(d) above.

### **13. Deposits**

Up to 20% in value of the Scheme Property can consist of deposits with a single body. A Company may only invest in deposits with an approved bank and which are repayable on demand, or have the right to be withdrawn, and maturing in no more than 12 months.

### **14. Derivative exposure**

- 14.1 The Company may invest in derivatives and forward transactions as long as the exposure to which the Company is committed by that transaction itself is suitably



covered from within the Company's property. Exposure will include any initial outlay in respect of that transaction.

14.2 Cover ensures that the Company is not exposed to the risk of loss of property including money, to an extent greater than the net value of the Company's property. Therefore, the Company must hold property sufficient in value or amount to match the exposures arising from a derivative obligation to which the Company is committed. Paragraph 15 sets out detailed requirements for cover of the Company.

14.3 Cover used in respect of one transaction in derivatives or forward transaction must not be used for cover in respect of another transaction in derivatives or a forward transaction.

## **15. Cover for transactions in derivatives and forward transactions**

15.1 The ACD must ensure that the Company's global exposure relating to derivatives and forwards transactions held in the Company may not exceed the net value of the Scheme Property.

15.2 Property the subject of a stock lending transaction is only available for cover if the ACD has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.

15.3 The ACD must calculate the Company's global exposure on at least a daily basis. For the purposes of this paragraph, exposure must be calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

## **16. Immovable Property**

The Company will not have any interest in any immovable property or tangible movable property.

## **17. Cover and borrowing**

17.1 Cash obtained from borrowing, and borrowing which the ACD reasonably regards an eligible institution or an approved bank to be committed to provide, is not available for cover under the previous paragraph 15 except where 17.2 below applies.

17.2 Where, for the purposes of this paragraph the Company borrows an amount of currency from an eligible institution or an approved bank and keeps an amount in another currency, at least equal to such borrowing for the time on deposit with the lender (or his agent or nominee), then this applies as if the borrowed currency, and not the deposited currency, were part of the Company property.

## **18. Calculation of global exposure**

18.1 The ACD must calculate the global exposure of the Company either as:

- (a) the incremental exposure and leverage generated through the use of derivatives and forward transactions (including embedded derivatives as referred to in paragraph 7.5), which may not exceed 100% of the net value of the scheme property; or

- (b) the market risk of the scheme property.
- 18.2 The ACD must calculate the global exposure of the Company by using the commitment approach or the value at risk approach.
- 18.3 The ACD must ensure that the method selected in paragraph 18.2 above is appropriate, taking into account:
  - (a) the investment strategy pursued by the Company;
  - (b) the types and complexities of the derivatives and forward transactions used; and
  - (c) the proportion of the Company's investments comprising derivatives and forward transactions.
- 18.4 For the purposes of paragraph 18.2, value at risk means a measure of the maximum expected loss at a given confidence level over the specific time period.
- 19. Commitment approach**
- 19.1 Where the ACD uses the commitment approach for the calculation of global exposure, it must:
  - (a) ensure that it applies this approach to all derivative and forward transactions (including embedded derivatives), whether used as part of the Company's general investment policy, for the purposes of risk reduction or for the purposes of efficient portfolio management in accordance with the FCA Rules; and
  - (b) convert each derivative or forward transaction into the market value of an equivalent position in the underlying asset of that derivative or forward (standard commitment approach).
- 19.2 The ACD may apply other calculation methods which are equivalent to the standard commitment approach.
- 19.3 The ACD may take account of netting and hedging arrangements when calculating global exposure of the Company, where those arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure.
- 19.4 Where the use of derivatives or forward transactions does not generate incremental exposure for the Company, the underlying exposure need not be included in the commitment calculation.
- 19.5 Where the commitment approach is used, temporary borrowing arrangements entered into on behalf of the Company in accordance with paragraph 24 need not form part of the global exposure calculation.
- 20. Significant influence**
- 20.1 The Company must not acquire transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:

- (a) immediately before the acquisition, the aggregate of any such securities held by the Company gives the Company power significantly to influence the conduct of business of that body corporate; or
  - (b) the acquisition gives the Company that power.
- 20.2 For the purpose of 20.1, the Company is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).
- 21. Concentration limits**
- 21.1 The Company:
  - (a) must not acquire transferable securities (other than debt securities) which do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and represent more than 10% of those securities issued by that body corporate;
  - (b) must not acquire more than 10% of the debt securities issued by any single body;
  - (c) must not acquire more than 25% of the units in a collective investment scheme;
  - (d) must not acquire more than 10% of the approved money market instruments issued by any single body.
- 21.2 However, the Company need not comply with the limits in paragraphs 21.1(b), (c) and (d) above if, at the time of the acquisition, the net amount in issue of the relevant investment cannot be calculated.
- 22. General**
- 22.1 Underwriting and sub-underwriting contracts and placings may also, subject to certain conditions set out in the FCA Regulations, be entered into for the account of the Company.
- 22.2 Cash or near cash may be retained in the Scheme Property to enable the pursuit of the investment objective; or for redemption of shares in the Company; or efficient management of the Company in accordance with its investment objective or for a purpose which may reasonably be regarded as ancillary to the investment objective of the Company.
- 22.3 The Company or the Depositary on behalf of the Company must not provide any guarantee or indemnity in respect of the obligation of any person and none of the property of the Company may be used to discharge any obligation arising under a guarantee or indirectly with respect to the obligation of any person.
- 22.4 Paragraph 22.3 does not apply to guarantees or indemnities specified in COLL 5.5.9(3)R.

## **23. Stocklending**

The Company may not enter into stocklending transactions.

## **24. Borrowing and Lending Powers**

- 24.1 The Company may, subject to the FCA Regulations, borrow money from an eligible institution or an approved bank for the use of the Company on the terms that the borrowing is to be repayable out of the Scheme Property.
- 24.2 The Company may not lend (by way of deposit or otherwise) or mortgage the property of the Company (other than money).
- 24.3 None of the money in the property of the Company may be lent. However, providing an officer of the Company with money to meet expenditure does not constitute lending for the purposes of this prohibition.
- 24.4 Neither acquiring a debenture nor placing money on deposit in a current account constitutes lending.
- 24.5 Where transactions in derivatives or forward transactions are used for the account of the Company in accordance with the FCA Rules, nothing in this paragraph prevents the Company or the Depositary at the request of the Company from:
- (a) lending, depositing, pledging or charging scheme property for margin requirements; or
  - (b) transferring scheme property under the terms of an agreement in relation to margin requirements, provided that the ACD reasonably considers that both the agreement and the margin arrangements made under it (including in relation to the level of margin) provide appropriate protection to shareholders.
- 24.6 Borrowing must be on a temporary basis and not persistent and against these criteria the ACD must have regard to:
- (a) the duration of any period of borrowing, and
  - (b) the number of occasions on which resort is had to borrowing in any period.
- 24.7 No period of borrowing should exceed three months without the prior consent of the Depositary which may only be given on such conditions as appear appropriate to the Depositary to ensure that borrowing does not cease to be on a temporary basis only.
- 24.8 The ACD must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the Scheme Property. This limit applies not only to conventional borrowing, but to any other arrangement (including a combination of derivatives) designed to achieve a temporary injection of money into the Scheme Property in the expectation that the sum will be repaid.
- 24.9 These borrowing restrictions do not apply to "back to back" borrowing to be cover for transactions in derivatives and forward transactions.

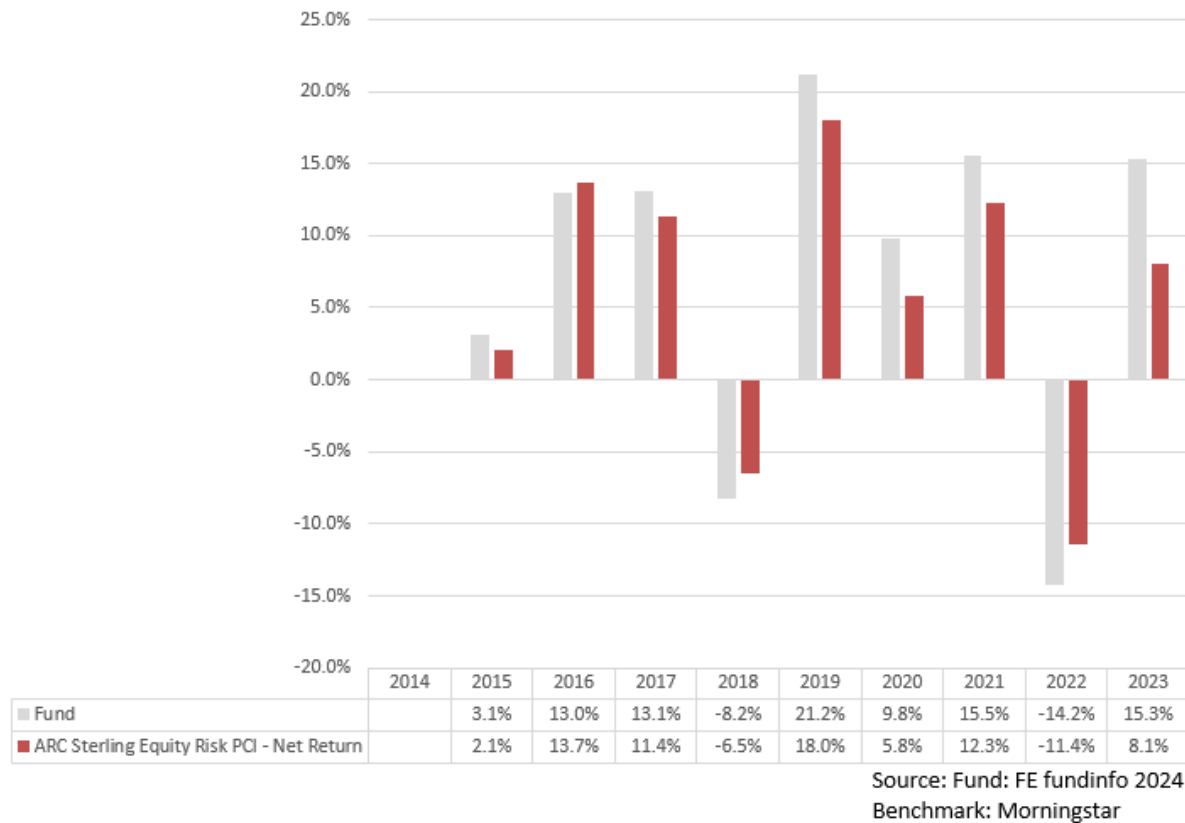
- 24.10 The Company must not issue a debenture unless it acknowledges or creates a borrowing which complies with this paragraph.

## APPENDIX 3

### Historical Performance Data

Past performance should not be seen as an indication of future performance.

#### THE HEADPSRING FUND



Mid to Mid, net income reinvested, net of charges and tax. Performance does not include the effect of any initial or redemption charges.

## APPENDIX 4

### Eligible Securities Markets

The Company may deal through securities markets established in the UK or EEA states on which transferable securities admitted to official listing in these states are dealt in or traded. In addition, up to 10% in value of the Company may be invested in transferable securities which are not approved securities.

The Company may also deal in certain of the securities markets listed below and those derivatives markets indicated in Appendix 5.

Australia	Australian Securities Exchange
Bermuda	Bermuda Stock Exchange
Canada	Toronto Stock Exchange
Canada	TSX Venture Exchange
China	Shanghai Stock Exchange
China	Shenzhen Stock Exchange
Hong Kong	Hong Kong Exchanges and Clearing Company
India	BSE Limited
Indonesia	Indonesia Stock Exchange
Israel	Tel Aviv Stock Exchange
Japan	Osaka Securities Exchange
Japan	Tokyo Stock Exchange
Korea, Republic of	Korea Exchange
Malaysia	Bursa Malaysia
New Zealand	New Zealand Exchange Ltd
Peru	Lima Stock Exchange (Bolsa de Valores de Lima)
Philippines	Philippine Stock Exchange
Singapore	Singapore Exchange
South Africa	JSE Limited
Switzerland	SIX Swiss Exchange
Taiwan	Taiwan Stock Exchange
Thailand	Stock Exchange of Thailand
Turkey	Borsa Istanbul
United States of America	NASDAQ
United States of America	New York Stock Exchange

## APPENDIX 5

### Eligible Derivatives Markets

Hong Kong	Hong Kong Exchanges and Clearing Company
Japan	Tokyo Financial Exchange
Japan	Tokyo Stock Exchange
Singapore	Singapore Exchange
South Africa	JSE Limited
Switzerland	Eurex Zurich
United States of America	Chicago Board Options Exchange
United States of America	CME Group
United States of America	ICE Futures U.S.
United States of America	New York Stock Exchange
United States of America	NYSE Arca
United States of America	NYSE LIFFE US



## **APPENDIX 6**

### **Typical Investor Profile(s)**

Below is an indication of the target market of the Fund as required under MiFID II and its supplementing regulations, or the statutory equivalent thereof which forms part of UK law by virtue of the EUWA, as applicable. This is fully detailed in the EMT which should be made available to you before making an investment. If you do not believe you fit the target market of this Fund please seek advice from your professional adviser.

This Fund is suitable for all investor types of all levels of knowledge and experience coming into the fund from all available distribution channels.

Investors should be seeking no capital guarantee and be able to bear losses up to their full investment.

The Fund seeks to increase capital and grow income over a long time period.

Please refer to the latest EMT or KIID for the Synthetic Risk Reward Indicator (SRRI).

## **APPENDIX 7**

### **Directory**

#### **The Company and Head Office**

The Headspring Fund  
45 Gresham Street  
London  
EC2V 7BG

#### **Authorised Corporate Director**

Evelyn Partners Fund Solutions Limited  
45 Gresham Street  
London  
EC2V 7BG

#### **Advisory Services**

IPS Capital LLP  
5<sup>th</sup> Floor  
4 Eastcheap  
London  
EC3M 1AE

#### **Investment Managers**

Evelyn Partners Investment Management LLP  
45 Gresham Street  
London  
EC2V 7BG

Veritas Investment Partners (UK) Limited  
Riverside House  
2a Southwark Bridge Road  
London  
SE1 9HA

#### **Transfer Agency**

Evelyn Partners Fund Solutions Limited  
177 Bothwell Street  
Glasgow  
G2 7ER

Telephone:

Dealing only: 0141 222 1150  
Registration and Enquiries: 0141 222 1151

**Depository**

Registered Office:  
NatWest Trustee & Depositary Services Limited  
250 Bishopsgate  
London  
EC2M 4AA

Principal Place of Business:  
NatWest Trustee & Depositary Services Limited  
House A, Floor 0  
Gogarburn  
175 Glasgow Road  
Edinburgh  
EH12 1HQ

**Auditor**

Johnston Carmichael LLP  
Bishop's Court  
29 Albyn Place  
Aberdeen  
AB10 1YL

## **APPENDIX 8**

### **List of Directors of Evelyn Partners Fund Solutions Limited**

#### **Name of Director**

Andrew Baddeley

Brian McLean

Mayank Prakash

Neil Coxhead

Dean Buckley (Independent Non-Executive Director)

Linda Robinson (Independent Non-Executive Director)

Victoria Muir (Independent Non-Executive Director)

Sally Macdonald (Independent Non-Executive Director)

Guy Swarbreck (Non-Executive Director)

**None of the directors have any business activities which are of significance to the Company's business, other than those connected with the business of the ACD.**

## APPENDIX 9

### List of Authorised Funds for which Evelyn Partners Fund Solutions Limited acts as authorised fund manager or authorised corporate director

Authorised Unit Trusts	Investment Companies with Variable Capital
Dragon Trust Eagle Fund Evelyn Witch General Trust Langham Trust Magnum Trust Marathon Trust Orchard Fund Ourax Unit Trust Spenser Fund SVS DW Asia Income & Growth Fund SVS Dowgate Wealth UK New Economies Fund SVS Sanlam European Equity Fund SVS Sanlam Fixed Interest Fund SVS Sanlam North American Equity Fund The Acorn Trust The Alkerton Trust The Barro II Trust The Capital Balanced Fund The Dream Trust The Endeavour II Fund The Enterprise Trust The Global Opportunities Fund The Ilex Fund The Jetwave Trust The Lancaster Trust The Millennium Fund The Plain Andrews Unit Trust The Securities Fund Worldwide Growth Trust	Bute Fund Earlstone Fund Evelyn Partners Funds Evelyn Partners Investment Funds ICVC Forest Fund ICVC Ganymede Fund GFS Investments Fund Glairnox Fund Gryphon Investment Funds Hercules Managed Funds Issodola Fund JC Investments Fund Kanthaka Fund Moorgate Funds ICVC New Square Investment Funds Pendennis Fund ICVC Pharaoh Fund Pityoulish Investments Fund Quercus Fund Sardasca Fund Sherwood Fund Smithfield Funds Starhunter Investments Fund Stratford Place Fund Sussex Fund SVS Aubrey Capital Management Investment Funds SVS Brooks Macdonald Fund SVS Brown Shipley Multi Asset Portfolio SVS Cornelian Investment Funds SVS Dowgate Wealth Funds ICVC SVS Heritage Investment Fund SVS Kennox Strategic Value Fund SVS RM Funds ICVC SVS Saltus Onshore Portfolios SVS WAM Investment Funds SVS Zeus Investment Funds ICVC Sylvan Funds Taber Investments Fund The Air Pilot Fund The Aurinko Fund The Blu-Frog Investment Fund The Brighton Rock Fund The Cheviot Fund The Daisybelle Fund The Dinky Fund The Dunninger Fund

	The Folla Fund The Galacum Fund The Global Balanced Strategy Fund The Gloucester Portfolio The Headspring Fund The Headway Fund The Jake Fund The Jay Fund The Kingfisher Fund The Loch Moy Fund The Magpie Fund The MF Fund The Milne Fund The Nectar Fund The Norton Fund The Princedale Fund The Rosslyn Fund The SBB Fund The Staffordshire Portfolio The Stellar Fund The SVS Levitas Funds The Touchstone Investment Fund The Tully Fund The Westhill Investment Fund TS Campana Fund Vagabond Investment Fund White Oak Fund
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