

**IMPORTANT: IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS
OF THIS PROSPECTUS YOU SHOULD CONSULT A FINANCIAL
ADVISER**

**MGTS AFH Tactical Core Fund
(Formerly MGTS AFH Strategic Core Fund)
(an open-ended investment company with variable capital incorporated with
limited liability and registered in England and Wales under registered
number IC000801)**

PROSPECTUS

24 MARCH 2022

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PROSPECTUS
OF
MGTS AFH TACTICAL CORE FUND

This document constitutes the Prospectus for MGTS AFH Tactical Core 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”).

The Prospectus is dated and is valid as at 24 March 2022.

A copy of this prospectus can be obtained from Margetts Fund Management Limited at the address listed under item 4.1.2 during normal business hours at no cost.

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

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

The shares described in this Prospectus have not been and will not be registered under the United States Securities Act of 1933, as amended the United States Investment Company Act of 1940 or the securities laws of any of the states of the United States. The shares may not be offered, sold or delivered directly or indirectly in the United States or to the account or benefit of any US Person (as defined below).

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 The Company is not bound by any out of date prospectus when it has issued a new prospectus and potential investors should check that they have the most recently published prospectus.

Margetts Fund Management 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.

DEFINITIONS

“Accumulation Share”	paying shares, denominated in base currency, 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 Rules or accounted for by the Company;
“ACD”	Margetts Fund Management Limited, the Authorised Corporate Director of the Company;
“Act”	Financial Services and Markets Act 2000;
"AIF"	an ‘Alternative Investment Fund’; a collective investment scheme which is authorised by the Financial Conduct Authority and therefore meets the standards set by the Financial Conduct Authority to enable the scheme to be marketed to the public within the UK and which complies with the Alternative Investment Fund Managers Directive, as implemented or given direct effect in the UK;
"AIFM"	Margetts Fund Management Limited, the alternative investment fund manager of the Company;
“AIFMD”	Alternative Investment Fund Managers Directive, as implemented or given direct effect in the UK;
“Approved Derivative”	an approved derivative is one 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;
"COLL"	the Collective Investment Scheme Sourcebook made by the FCA pursuant to the Financial Services and Markets Act 2000, as amended from time to time;

“Company”	MGTS AFH Tactical Core Fund;
“Dealing Day”	Monday to Fridays excluding UK public and bank holidays;
“Depositary”	The Bank of New York Mellon (International) Limited, the depositary of the Company;
“EEA”	means the European Economic Area;
“Developed Market Equities”	Companies listed on UK, US, Japan and EU regulated markets;
“Eligible Markets”	means eligible markets as defined in the FCA Regulations and as set out in Appendices 3 and 4;
“EPM”	means efficient portfolio management as defined in the FCA COLL sourcebook and in accordance with article 11 of the UCITS eligible assets Directive, as implemented or given direct effect in the UK. These techniques and instruments relate to transferrable securities and approved money market instruments and are economically appropriate as they are realised in a cost effective way. The purpose must be to reduce risk and / or reduce cost and / or generate additional capital or income with a risk level which is consistent to the investment objective and the risk diversification rules laid down in the COLL sourcebook;
“EU”	means the European Union;
“EU Primary Law”	means any regulation, directive and decision as laid out in art. 288 of the TFEU;
“EU Secondary Law”	means any delegated acts and implementing acts adopted in accordance with art. 290 and 291 of the TFEU, and all the applicable technical and regulatory standard, guidance and codes of practice issued by the relevant EU supervisory authority and bodies;

“EU Withdrawal Act”	means the European Union (Withdrawal) Act 2018 as amended, supplemented or replaced from time to time;
“FCA”	the Financial Conduct Authority;
“FCA Regulations”	the rules contained in the Collective Investment Schemes Sourcebook of the FCA Rules;
“FCA Rules”	the FCA handbook of rules made under the Act and are currently referred to as ‘COLL Rules’;
"FUND"	the Investment Funds Sourcebook made by the FCA, pursuant to the Financial Services and Markets Act 2000, as amended from time to time, which details the requirements for Funds covered by AIFMD
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as modified, amended and re-enacted from time to time (the “EU GDPR”), as it forms part of the law of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended, modified and reinstated from time to time, and any succeeding UK law or regulation which becomes enforceable by law from time to time;
“Income Share”	paying shares, denominated in base currency, 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 or accounted for by the Company;
“Investment Manager”	the Investment Manager to the ACD;
"MiFID II"	Markets in Financial Instruments Directive (2014/65/EU), as implemented or given direct effect in the UK, and Markets in Financial Instruments Regulations (600/2014/EC), as modified and introduced

into the law of the UK by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018, as modified by the subsequent legislation, and as re-enacted, applied, amended or superseded from time to time;

“Net Asset Value” or “NAV”

the value of the Scheme Property of the Company less the liabilities of the Company as calculated in accordance with the Company’s Instrument of Incorporation;

“Non-UCITS”

Not established under the regulations implementing the European Union’s UCITS (undertakings for collective investments in transferrable securities) directive.

“OEIC Regulations”

the Open-Ended Investment Companies Regulations 2001;

“Regulated Activities Order”

the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

“Scheme Property”

the property of the Company to be given to the Depository for safe-keeping, as required by the FCA Regulations;

“Share Class”

a particular class of shares as described in Section 3; and

“TFEU”

means the Treaty on the Functioning of the European Union, as amended and come into force on 1 December 2009, following the ratification of the Treaty of Lisbon;

“US Persons”

a citizen or resident of the United States of America, its territories and possessions including the State and District of Columbia and all areas subject to its jurisdiction (including the Commonwealth of Puerto Rico), any corporation, trust, partnership or other entity created or organised in or under the laws of the United

States of America, any state thereof or any estate or trust the income of which is subject to United States federal income tax, regardless of source. The expression also includes any person who falls within the definition of “US Person” as defined in rule 902 of regulation S of the United States Securities Act 1933; and

“Valuation Point”

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 Share Class may be issued, cancelled or redeemed. The current Valuation Point is 12.00 p.m. London time on each Dealing Day with the exception of Christmas Eve and New Year’s Eve or a 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.

As a result of the UK’s withdrawal from the European Union on 31 January 2020, and in relation to any time after the end of the transition period on 31 December 2020, unless specified otherwise, references in this Prospectus to any EU Primary or Secondary Law and or to any EEA or EU institution shall, in relation to anything done or to be done in or subject to the laws of the UK or any part thereof, be construed as references to the equivalent provision of EU Primary or Secondary Law that will be retained under the laws of the UK or to any relevant UK body that has been substituted for such EEA or EU institution, whether under power conferred by the EU Withdrawal Act, or otherwise by any legislation adapted or implemented in the UK following the UK’s withdrawal from the EU.

1 **The Company**

1.1 MGTS AFH Tactical Core Fund (formerly MGTS AFH Strategic Core Fund, with name change approved on 19 December 2014 and previously the MGTS St. Johns Realistic Core Fund, with name the change approved on 03 December 2012) is an investment company with variable capital, incorporated in England and Wales on 10 November 2009 under registered number IC000801 and authorised by the FCA (Product Reference Number PRN 506920) with effect from 10 November 2009.

1.2 The Head Office of the Company is at 1 Sovereign Court, Graham Street, Birmingham B1 3JR 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.

1.3 The base currency of the Company is United Kingdom pounds (£) sterling.

1.4 The maximum share capital of the Company is currently £10,000,000,000 and the minimum is £1,000. 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.

1.5 Shareholders in the Company are not liable for the debts of the Company.

1.6 The Company has been established as a Non-UCITS retail scheme.

1.7 The Prospectus and instrument of incorporation together provide a description of the legal implications of the contractual relationship entered into for the purpose of investment.

1.8 The Company has an unlimited duration.

2 **Company Structure**

2.1 As explained above the Company is a Non UCITS retail scheme.

- 2.2 Details of the Company, including its investment objective and policy are set out in Appendix 1. The Company may invest in derivatives for Efficient Portfolio Management.
- 2.3 Under the FCA Regulations, the ACD is required to determine which one of the following three categories the changes to the Company's operation fall within:
- 2.3.1 Fundamental events which change the nature of the Company or the basis on which the investor invested. For example changes to an investment objective, its risk profile or something that would cause material prejudice to the investors, would require investor approval.
- 2.3.2 Significant events which would materially affect an investor's investment, result in increased payments out of the Company, or could reasonably be expected to cause investors to reconsider their participation in the Company. Those should be notified pre-event to investors and in sufficient time to enable them to leave the Company, if they wish, before the change takes effect. 60 days minimum notice is required for these changes.
- 2.3.3 Notifiable events for which the ACD would decide when and how the investor should be notified, depending on the type of event. In these cases notification could be after the event.
- 2.4 Any changes to the maximum level of leverage that a Company may employ, any introduction of the right of reuse of collateral or any introductions of a guarantee granted under the leveraging arrangements by the Company will be considered as a significant or fundamental event and notified to investors accordingly.

3 **Shares**

- 3.1 The Share Classes presently available for the Company are set out in Appendix 1. Further Share Classes may be made available in due course, as the ACD may decide.

3.2 The minimum initial investment for each Share Class is set out in Appendix 1. These limits may be waived at the discretion of the ACD.

3.3 The Company issues Income Shares, Income ‘R’ Shares, Accumulation Shares and Accumulation ‘R’ Shares. Income Shares are entitled to receive distributions of income periodically. Such distributions will be made by electronic bank transfer unless the ACD and shareholder(s) agree otherwise. Accumulation Shares credit any income allocated to them to capital.

4 **Management and Administration**

4.1 **Authorised Corporate Director**

4.1.1 The Authorised Corporate Director of the Company is Margetts Fund Management Limited which is a private company limited by shares incorporated in England and Wales under the Companies Act 1985. The ACD was incorporated on 12 February 2001 with company number 04158249. The ACD is also the Company’s Alternative Investment Fund Manager (“AIFM”) as defined in FUND.

4.1.2 Registered Office and Head Office:

1 Sovereign Court
Graham Street
Birmingham
B1 3JR

Share Capital: Issued and paid up 273,000 Ordinary £1 shares

4.1.3 The ACD is responsible for managing and administering the Company’s affairs in compliance with the FCA Regulations. All notices and documentation will be issued by post to the registered address of the primary shareholder unless otherwise stated within the prospectus.

4.1.4 The ACD complies with the requirements of providing cover for professional liability risks set out in article 12 of the AIFMD level II regulation by maintaining an amount of own funds as required by article 14 of the AIFMD level II regulation.

4.1.5 As at the date of this Prospectus, the ACD acts as such for the following additional open ended investment companies:

MGTS AFH Core Fund
MGTS AFH DA Fund
MGTS Clarion Portfolio Fund
MGTS Future Money ICVC
MGTS St. Johns Property ICVC
MGTS iBOSS Fund
MGTS Tempus Fund
MGTS Wealth Solutions Fund
MGTS St Johns Fund
The Blenheim Fund
The Prima Fund
The Sentinel Fund
MGTS IDAD Fund
MGTS Progeny Fund

and as manager for the following authorised unit trusts:-

Margetts International Strategy Fund
Margetts Providence Strategy Fund
Margetts Select Strategy Fund
Margetts Venture Strategy Fund
Margetts Opes Growth Fund
Margetts Opes Income Fund.

4.2 **Terms of Appointment**

4.2.1 The ACD was appointed by an agreement dated 18 November 2009 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 three years and

thereafter may be terminated upon one years' written notice by either the ACD or the Company, although in certain circumstances the ACD Agreement 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.

- 4.2.2 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. 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.
- 4.2.3 The fees to which the ACD is entitled are set out in Sections 29 and 30.
- 4.2.4 The main business activities of the ACD are the provision of discretionary investment management services to retail clients and professional clients and acting as a manager to authorised OEICs and unit trusts.
- 4.2.5 The directors of the ACD are listed in Appendix 7.
- 4.2.6 No executive director is engaged in any significant business activity not connected with the business of the ACD or other Margetts Holdings Limited subsidiaries.
- 4.2.7 A copy of the contract of service between the ICVC and the ACD is available to shareholders on request by contacting the ACD at their registered office.

5 **The Depositary**

- 5.1 The Depositary of the Company is The Bank of New York Mellon (International) Limited, a private company limited by shares incorporated in England and Wales on 9 August 1996. Its ultimate holding company is The Bank of New York Mellon Corporation, a public company incorporated in the United States.

- 5.2 The registered and head office of the Depositary is at One Canada Square, London E14 5AL.
- 5.3 The principal business activity of the Depositary is the provision of custodial, Banking and related financial services. The Depositary is authorised by the Prudential Regulation Authority and is dual-regulated by the FCA and the Prudential Regulation Authority.
- 5.4 The Depositary is responsible for monitoring cash flows and for the safekeeping of all the Scheme Property (other than tangible movable property) of the Company and has a duty to take reasonable care to ensure that the Company is managed in accordance with the Instrument of Incorporation and the provisions of the FCA Regulations relating to the pricing of, and dealing in, Shares and relating to the income and the investment and borrowing powers of the Company.
- 5.5 The Depositary acts as global custodian and is permitted to delegate (and authorise its delegate to sub-delegate) the safekeeping of the Scheme Property. The Depositary has delegated safekeeping of the Scheme Property to The Bank of New York Mellon SA/NV and The Bank of New York Mellon (the “Global Sub-Custodian”).
- 5.6 **Terms of Appointment**
- 5.6.1 Subject to the FCA Regulations and the agreement between the Company and BNY Mellon Trust & Depositary (UK) Limited dated 18 November 2009 as novated in favour of the Depositary with effect from 01 February 2018, the Depositary has full power under the Depositary Agreement to delegate (and authorise its delegate to sub-delegate) all or any part of its duties as depositary.
- 5.6.2 The ACD, BNY Mellon Trust & Depositary (UK) Limited and the Company entered into an amended and restated Depositary Agreement dated 15 July 2014 as novated in favour of the Depositary with effect from 01 February 2018 pursuant to which the ACD and the Depositary agree to carry out various functions in order to comply with, and facilitate compliance with, the requirements of AIFMD.

- 5.6.3 The Depositary Agreement may be terminated by not less than three months' prior written notice provided that no such notice will take effect until the appointment of a successor to the Depositary.
- 5.6.4 To the extent permitted by the FCA Regulations, the Company will indemnify the Depositary (or its associates) against costs, charges, losses and liabilities incurred by it (or its associates) in the proper execution, or in the purported proper execution, or exercise (reasonably and in good faith) of the Depositary's duties, powers, authorities and discretions, except in the case of any liability for a failure to exercise due care and diligence in the discharge of its functions.
- 5.6.5 The Depositary is entitled to receive remuneration out of the Scheme Property for its services, as set out in section 32 of this Prospectus. The Depositary (or its associates or any affected person) is under no obligation to account to the ACD, the Company or the shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with the dealings of Shares of the Company, any transaction in Scheme Property or the supply of services to the Company.

6 **The Investment Manager**

The ACD has appointed AFH Independent Financial Services Limited to provide investment advisory services to the ACD.

6.1 **Terms of Appointment**

6.1.1 The Investment Manager was appointed by an agreement dated 18 November 2009 between the ACD and the Investment Manager (the "Investment Advisory Agreement").

6.1.2 Investment management functions have been delegated by the ACD to the Investment Manager. The Investment Manager will manage, buy, sell, retain, convert, exchange or otherwise deal in the assets of the Company in such types of investment on such markets and in such proportions as and when the Investment

Manager deems appropriate to exercise its discretion in achieving the investment objectives of the Company whilst always adhering to the terms of this prospectus and FCA requirements.

6.1.3 The Investment Advisory Agreement may be terminated on six months' written notice by the Investment Manager or the ACD or immediately by the ACD if it is the interests of the shareholders.

6.1.4 Under the Investment Advisory Agreement, the ACD provides indemnities to the Investment Manager, (except in the case of any matter arising as a direct result of its 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 Advisory Agreement.

6.1.5 Its registered office is at AFH House, Buntsford Drive, Stoke Heath, Bromsgrove, Worcestershire B60 4JE. The principal activity of the Investment Manager is acting as an investment manager.

6.1.6 The fees and expenses of the Investment Manager (plus VAT thereon) will be paid by the ACD out of its remuneration under the ACD Agreement.

7 **The Auditor**

The Auditors of the Company are Shipleys LLP, whose address is 10 Orange Street, Haymarket, London WC2H 7DQ.

8 **Administrator and Register of Shareholders**

The ACD has delegated the role of administrator for the Company to Margetts Fund Management Limited, 1 Sovereign Court, Graham Street Birmingham B1 3JR.

The Register of Shareholders is maintained at 1 Sovereign Court, Graham Street, Birmingham, B1 3JR and may be inspected at that address during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

Conflicts of Interest

The ACD, the Depositary and the Investment Manager 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.

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

For the purposes of this section, the following definitions shall apply:

“Link” means a situation in which two or more natural or legal persons are either linked by a direct or indirect holding in an undertaking which represents 10% or more of the capital or of the voting rights or which makes it possible to exercise a significant influence over the management of the undertaking in which that holding subsists.

“Group Link” means a situation in which two or more undertakings or entities belong to the same group within the meaning of Article 2(11) of Directive 2013/34/EU, as implemented or given direct effect in the UK, or international accounting standards adopted in accordance with Regulation (EC) No. 1606/2002, as it forms part of the law of the UK by virtue of the EU Withdrawal Act 2018, as amended, modified and reinstated from time to time, and any succeeding UK law or regulation which becomes enforceable by law from time to time.

The following conflicts of interests may arise between the Depositary, the Company and the ACD:

A Group Link where the ACD has delegated certain administrative functions to an entity within the same corporate group as the Depositary.

The Depositary shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such Group Links and shall take all reasonable steps to avoid such conflicts of interests. Where such conflicts of interests cannot be avoided, the Depositary and the ACD will ensure that such

conflicts of interests are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Company and its shareholders.

To the extent that a Link exists between the Depositary and any shareholders in the Company, the Depositary shall take all reasonable steps to avoid conflicts of interests arising from such Link.

9.1 **Delegation**

The following conflicts of interests may arise as a result of the delegation arrangements relating to safekeeping outlined above:

A Group Link exists where the Depositary has delegated the safekeeping of the Scheme Property to an entity within the same corporate group as the Depositary.

The Depositary shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such Group Links and shall take all reasonable steps to avoid such conflicts of interests. Where such conflicts of interests cannot be avoided, the Depositary will ensure that such conflicts of interests are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Company and its shareholders.

Delegation of Safekeeping Functions

The Depositary acts as global custodian and 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 The Bank of New York Mellon SA/NV and The Bank of New York Mellon (the “Global Sub-Custodian”). The Global Sub-Custodian may sub-delegate the custody of assets in certain markets in which the Company may invest to various sub-delegates (“Sub-Custodians”). A list of Sub-Custodians can be found on the website: [BNYMIL Sub-custodians 25.11.20.pdf \(margetts.com\)](#). A paper copy of this is available free of charge upon request by writing to the compliance officer at 1 Sovereign Court, Graham Street, Birmingham B1 3JR.

9.2

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.

10

Buying, Selling and Converting Shares

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

Delivery versus Payment (DvP)

When you purchase a unit/share, there is a moment of time at which the investor now owns the unit/share; and a moment of time when the investor's money has passed to Margetts. Similarly when you sell a unit/share, there is a moment of time at which the investor no longer owns the unit/share; and a moment of time when the investor is credited with the value of that unit/share. As purchases and sales are not completed at exactly the same moment in real time (receipt or payment of cheques or bank transfers are not instantaneous), there is a small window of time (generally never more than one business day) when an investor might not own any units/shares, but may also not have the money instead. This is referred to as the 'Delivery versus Payment' (DvP) window. There is a small risk that at that point, the transaction might fail to complete and that an investor might lose the value of the investment.

The Financial Conduct Authority regulates for the protection of client money and requires firms such as Margetts to inform clients that we make use of the DvP exclusion for collective investment schemes. The DvP exclusion permits fund managers such as Margetts to not treat money as client money for a one-day period while carrying out a DvP transaction in the units/shares of a collective investment scheme. If the transaction takes longer than one working day to fully complete, i.e. money for purchases is received early or money for sales remains on account at Margetts awaiting being paid out, then your money will be moved to a segregated client money account until the money is no longer yours (for

purchases) or has been paid out by Margetts (for sales). In the unlikely event that Margetts enters into insolvency proceedings before it has segregated such purchase or sales monies as client money, or has applied proceeds for settlement or paid out monies due, then you may neither have any rights to the units/shares nor be protected by the FCA's client money rules.

11 **Buying Shares**

11.1 **Procedure**

11.1.1 Shares can be bought by sending a completed application form to the ACD. Applications forms are available from the ACD at 1 Sovereign Court, Graham Street, Birmingham B1 3JR or telephoning 0345 607 6808.

11.1.2 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.

11.1.3 Any subscription monies remaining after a whole number of shares has been issued will not be returned to the applicant. Instead, smaller denomination shares (one-thousandth of a share) will be issued in such circumstances.

11.2 **Documentation**

11.2.1 A contract note giving details of the shares purchased and the price used will be issued by the end of the Dealing Day following the Valuation Point by reference to which the purchase price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

11.2.2 Settlement is due on receipt by the purchaser of the contract note and no later than the fourth business day after the transaction occurs.

11.2.3 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. Statements in respect of periodic distributions of income in the Company will show the number of shares held by the recipient in the Company 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.

11.3 **In Specie Issue**

The Depositary may take into the scheme property assets other than cash as payment for the issue of shares but only if the Depositary has taken reasonable care to ensure that receipt or payment out of the property concerned would not be likely to result in any material prejudice to the interests of shareholders of the Company.

11.4 **Minimum subscriptions and holdings**

11.4.1 The minimum initial and subsequent subscription levels, and minimum holdings, for the Company are set out in Appendix 1. The ACD may at its discretion accept subscriptions lower than the minimum amount.

11.4.2 If a holding is below the minimum holding the ACD has discretion to require redemption of the entire holding.

12 **Selling Shares**

12.1 **Procedure**

12.1.1 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 for the Company, in which case the shareholder may be required to redeem his entire holding.

12.1.2 Requests to redeem shares may be made to the ACD by telephone on 0345 607 6808 (followed up in writing) or in writing to the ACD at 1 Sovereign Court, Graham Street, Birmingham B1 3JR.

12.2 **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 (if sufficient written instructions have not already been given) 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 Dealing Day following the Valuation Point by reference to which the redemption price is determined. Settlement in satisfaction of the redemption monies will be issued within four Dealing Days or the later of:

12.2.1 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; and

12.2.2 the Valuation Point following receipt by the ACD of the request to redeem.

Payments made by cheque will be sent by post to the last address notified by the shareholder to the ACD. It will be deemed to be received on the second day after posting. The ACD will not be responsible if the mailing is delayed except where as a result of the ACD's negligence. If the mailing goes astray or is intercepted the ACD reserves the right to fully investigate what has happened and will have no obligation to remit a second payment to the shareholder until satisfied with the results of the investigation.

Where the redemption proceeds are to be paid by telegraphic transfer, the ACD will make the payment to the bank account details last notified to the ACD. The redemption proceeds will be sent at the risk of the shareholder and the ACD will not be responsible if the telegraphic transfer is delayed, unless this is as a result of the ACD's negligence. The ACD reserves the right to fully investigate what has

happened and will have no obligation to remit a second payment to the shareholder until satisfied with the results of the investigation.

12.3 **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 of the Company 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 for the Company, as detailed in Appendix 1.

12.4 **In Specie Redemption**

If a Shareholder requests the redemption or cancellation 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, or, if required by the Shareholder, pay the net proceeds of sale of the relevant Scheme Property to the Shareholder. 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.

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

The ACD will select the property to be transferred (or sold) in consultation with the Depositary. 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.

12.5 **Direct Issue or Cancellation of shares by an ICVC through the ACD**

Shares are issued or cancelled by the ACD making a record of the issue or cancellation and of the number of shares of each class concerned.

12.6 **Electronic Dealing**

The ACD will only accept electronic dealing instructions through EMX or Calastone who provide services for the transmission of dealing instructions. Details of their services are available on their website at <http://www.euroclear.com> and <http://www.calastone.com>.

12.7 **Transfer of Title Through Electronic Communication**

The ACD accepts transfer of title authority by electronic communication via TISA Exchange Limited (TeX).

13 **Share Class Conversion**

13.1 If applicable, a holder of shares may at any time convert all or some of his shares (“Old Shares”) for shares of another class of the Company (“New Shares”). 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.

13.2 Conversion may be effected either by telephone on 0345 607 6808 or in writing to the ACD (at the address referred to in Section 12.1.2) and the shareholder may be required to complete a conversion form (which, in the case of joint shareholders must be signed by all the joint holders). A converting shareholder must be eligible to hold the shares into which the conversion is to be made.

13.3 The ACD will not charge a fee on the conversion of shares between Classes.

13.4 If the conversion 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 conversion of the Old Shares. No conversion 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 18 below). The general provisions on selling shares shall apply equally to a conversion.

13.5 The ACD may adjust the number of New Shares to be issued to reflect the imposition of any conversion 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.

13.6 A conversion of shares between different Share Classes will not be deemed to be a realisation for the purposes of capital gains taxation.

13.7 A shareholder who converts shares in one class for shares in any other class will not be given a right by law to withdraw from or cancel the transaction.

14 **Dealing Charges**

14.1 **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. 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.

14.2 **Redemption Charge**

14.2.1 The ACD may make a charge on the redemption of shares. At present no redemption charge is levied.

14.2.2 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 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.

14.2.3 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.

14.3 **Switching Fee**

Switching is not possible at present as the Company does not have any Sub-Funds. If Sub-Funds are introduced in the future the Instrument of Incorporation authorises the Company to impose a switching fee.

15 **Other Dealing Information**

15.1 **Dilution Adjustment**

15.1.1 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 of Incorporation is summarised in Section 21. The actual cost of purchasing or selling the Company's 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 the Company. In order to mitigate this effect, called "dilution", the ACD has the power to apply a "dilution adjustment", as defined in the FCA Rules on the issue and/or redemption of shares in the Company. A dilution adjustment is an adjustment to the share price. The ACD shall comply with the FCA Regulations in its application of any such dilution adjustment.

15.1.2 The dilution adjustment for the Company will be calculated by reference to the estimated costs of dealing in the underlying investments, including any dealing spreads, commission and transfer taxes.

15.1.3 The need to apply a dilution adjustment will depend on the volume of sales (where they are issued) or redemptions (where they are cancelled) of shares. The ACD may apply a dilution adjustment on the issue and redemption of such shares if, in its opinion, the existing shareholders (for sales) or remaining shareholders (for redemptions) might otherwise be adversely affected, and if applying a dilution adjustment, so far as practicable, it is fair to all shareholders and potential shareholders. In particular, the dilution adjustment may be applied in the following circumstances:

- 15.1.3.1 where over a dealing period the Company has experienced a large level of net sales or redemptions relative to its size (i.e. net redemptions equivalent to equal or greater than 0.5% of the Net Asset Value of the Company);
- 15.1.3.2 on “large deals”. For these purposes, a large deal means a deal worth 0.5% or more of the Net Asset Value of the Company; or
- 15.1.3.3 Where the ACD considers it necessary to protect the interests of the shareholders of the Company (for example, where the Company is in continuing decline as a result of poor market conditions or continual net redemptions).

The amount of any dilution adjustment is not retained by the ACD but is paid into the Company.

On the occasions when the dilution adjustment is not applied there may be an adverse impact on the total assets of the Company. As dilution is directly related to the inflows and outflows of monies from the Company it is not possible to predict accurately whether dilution would occur at any point in time. If a dilution adjustment is made then, based on future projections the estimated rate or amount of such adjustment would not normally be expected to exceed 2% of the Company.

Except in relation to “large deals” the ACD has no plans at present to introduce a dilution adjustment on the purchase or sale of Shares. If a dilution adjustment is charged it will affect all deals placed for that valuation point regardless of size. The ACD may alter its dilution policy 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.

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 or to refuse to sell shares if it is not satisfied as to the identity of the applicant.

Restrictions Compulsory Transfer and Deferred Redemption

The ACD may from time to time impose such restrictions 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 conversion of shares.

If it comes to the notice of the ACD that any shares (“affected shares”):

are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or

would result in the Company incurring any liability to taxation which the Company would not be able to recoup itself 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); or

are held in any manner by virtue of which the Shareholder or shareholders in question is/are not qualified to hold such shares or if it reasonably believes this to be the case; or

are owned by a shareholder who is registered in a jurisdiction (where the Company is not registered or recognised by the relevant competent authority)

whereby communication with that Shareholder by the ACD, on behalf of the Company, might constitute a breach of the regulations in that jurisdiction (unless specific action is taken by the ACD to prevent such a communication constituting a breach)

or if the ACD is not satisfied that any shares may not give rise to a situation discussed in (a), (b), (c) or (d), the ACD may give notice to the shareholder(s) of the affected shares requiring the transfer of such shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such shares in accordance with the COLL Sourcebook. If any Shareholder upon whom such a notice is served does not within 30 days after the date of such notice transfer his affected shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Shares, he shall be deemed upon the expiry of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of all the affected shares.

This may include a situation which a shareholder has moved to a different jurisdiction which either does or may give rise to a situation described in 17.2.1, 17.2.2, 17.2.3, or 17.2.4 above.

It is not possible for the ACD to be fully informed of current law and regulations in every jurisdiction and accordingly in the interests of shareholders and to be able to ensure no shares are held or acquired 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 or which would result in any Company incurring any liability to taxation which a Company is not able to recoup itself or suffering any other adverse consequence. The ACD's policy will be to treat shares of shareholders moving to jurisdictions other than the UK and an EEA States as affected shares and may refuse to issue shares to anyone resident outside of one of the jurisdictions.

A shareholder who becomes aware that he is holding or owns affected shares shall immediately, unless he has already received a notice as set out above, either transfer all his affected shares to a person qualified to own them or submit a request in writing to the ACD for the redemption of all his affected shares.

Where a request in writing is given or deemed to be given for the redemption of affected shares, such redemption will (if effected) be effected in the same manner as provided for in the COLL Sourcebook.

17.3 The ACD has procedures to ensure, on a reasonable basis, that sufficient liquidity is available to meet redemptions or other requirements in both normal and exceptional circumstances. The current policy is that the Company should be capable of realising 25% of investments held within 48 hours and 50% of investments held within 5 working days (with the exception of funds holding physical property) in extreme circumstances.

17.4 Deferred Redemption

The ACD may defer redemptions at a particular Valuation Point to the next Valuation Point where the requested redemptions exceed 10% of the Company's value. The ACD will ensure the consistent treatment of all holders who have sought to redeem shares at any Valuation Point at which redemptions are deferred. The ACD will pro-rata all such redemption requests to the stated level (ie. 10% of the Company's value) and will defer the remainder until the next Valuation Point. The ACD will also ensure that all deals relating to an earlier Valuation Point are completed before those relating to a later Valuation Point are considered.

18 **Suspension of Dealings in the Company**

18.1 The ACD may, with the prior agreement of the Depositary or shall, if the Depositary so requires, temporarily suspend the issue, cancellation, purchase and redemption of Shares where due to exceptional circumstances it is in the interest of all of the Shareholders.

18.2 On suspension, the ACD, or the Depositary if it has required the ACD to suspend dealings in Shares, must immediately inform the FCA, stating the reason for its action and as soon as practicable give written confirmation to the FCA of the suspension and the reasons for it.

- 18.3 The ACD must ensure that a notification of the suspension is made to Shareholders as soon as practicable after suspension commences. The ACD must ensure that it:
- (a) draws Shareholders' particular attention to the exceptional circumstance which resulted in the suspension;
 - (b) is clear, fair and not misleading; and
 - (c) informs Shareholders how to obtain sufficient details (either through the Company's website or by other general means) about the suspension including, if known, its likely duration.
- 18.4 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.
- 18.5 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.

19 **Governing Law**

All deals in shares are governed by English law.

20 **Valuation of the Company**

- 20.1 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 at 12.00 pm on each Dealing Day.
- 20.2 The ACD may at any time during a Dealing Day carry out an additional valuation if the ACD considers it desirable to do so.

- 21 **Calculation of the Net Asset Value**
- 21.1 The value of the Scheme Property of the Company shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.
- 21.2 All the Scheme Property (including receivables) of the Company is to be included, subject to the following provisions.
- 21.3 Scheme Property which is not cash (or other assets dealt with in Clause 21.4) or a contingent liability transaction shall be valued as follows:
- 21.3.1 units or shares in a collective investment scheme:
- 21.3.1.1 if a single price for buying and selling units is quoted, at the most recent such price; or
- 21.3.1.2 if separate buying or selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any preliminary charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
- 21.3.1.3 if no price or no recent price exists, at a price which in the opinion of the ACD is fair and reasonable;
- 21.3.2 any other transferable security:
- 21.3.2.1 if a single price for buying and selling the security is quoted, at that price; or
- 21.3.2.2 if separate buying and selling prices are quoted, the average of those two prices; or
- 21.3.2.3 if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no price exists, at a value

which in the opinion of the ACD reflects a fair and reasonable price for that investment;

- 21.3.3 property other than that described in 21.3.1 and 21.3.2 above:
- 21.3.3.1 at a value which, in the opinion of the ACD, represents a fair and reasonable mid-market price.
- 21.4 Cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values.
- 21.5 Property which is a contingent liability transaction shall be treated as follows:
- 21.5.1 if it is a written option (and the premium for writing the option has become part of the Scheme Property), the amount of the net valuation of premium receivable shall be deducted.
- 21.5.2 if it is an off-exchange future, it will be included at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary;
- 21.5.3 if the property is an off-exchange derivative, it will be included at a valuation method agreed between the ACD and Depositary;
- 21.5.4 if it is any other form of contingent liability transaction, it will be included at the net value of margin on closing out (whether as a positive or negative value).
- 21.6 In determining the value of the Scheme Property, all instructions given to issue or cancel shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- 21.7 Subject to paragraphs 21.8 and 21.9 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.

- 21.8 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 paragraph 21.7.
- 21.9 All agreements are to be included under paragraph 21.7 which are, or ought reasonably to have been, known to the person valuing the property.
- 21.10 An estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax and value added tax will be deducted.
- 21.11 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 will be deducted.
- 21.12 The principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings will be deducted.
- 21.13 An estimated amount for accrued claims for tax of whatever nature which may be recoverable will be added.
- 21.14 Any other credits or amounts due to be paid into the Scheme Property will be added.
- 21.15 A sum representing any interest or any income accrued due or deemed to have accrued but not received will be added.
- 21.16 Currency or values in currencies other than the base currency shall be converted at a rate of exchange that is not likely to result in any material prejudice to the interests of shareholder or potential shareholders.
- 21.17 Where the ACD has reasonable grounds to believe that:
- 21.17.1 no reliable price exists for a security (including a unit/share in a collective investment scheme) at a valuation point; or

21.17.2 the most recent price available does not reflect the ACD's best estimate of the value of the security (including a unit/share in a collective investment scheme) at the Valuation Point; it can value an investment at a price which, in its opinion, reflects a fair and reasonable price for that investment (the fair value price).

The circumstances which may give rise to a fair value price being used include:

21.17.3 no recent trade in the security concerned; or

21.17.4 suspension of dealings in an underlying collective investment scheme;

21.17.5 the occurrence of significant movements in the markets in which the underlying collective investment schemes are invested since the last valuation point; or

21.17.6 the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.

In determining whether to use such a fair value price, the ACD will include in their consideration but need not be limited to the type of authorised fund concerned, the securities involved; whether the underlying collective investment schemes may already have applied fair value pricing; the basis and reliability of the alternative price used; and the ACD's policy on the valuation of Scheme Property as disclosed in this Prospectus.

22 **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 of a share and any preliminary charge. The price per share at which shares are redeemed is the Net Asset Value per share less any applicable redemption charge.

In addition, there may, for both purchases and sales, be a dilution adjustment as described in Section 15 above.

23 **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

Publication of Prices

The most recent price of shares will be published on the Margetts website and various on-line data agencies. They will also be available by telephoning the ACD on 0121 236 2380 and on its website: <https://www.margetts.com>.

Risk factors

All investments in the Fund involve risk. The risks set out below refer to the main risk factors for the Fund. "General" risks are those risks applicable to the Fund. "Specific Risks" are particularly relevant as defined under the investment objective and policy for each Sub-Fund (if applicable). Potential investors should consider the following risk factors before investing in the Fund:

General

An investment in the Fund will involve exposure to those risks normally associated with investment in fixed interest securities, stocks and shares. As such, the price of shares and the income from them can go down as well as up and an investor may not get back the amount he has invested. There is no assurance that the investment objectives of Fund will actually be achieved. The ACD does not guarantee any yield or return on capital in the Fund.

- a) In addition, the values, in pounds sterling terms, of investments that are not denominated in pounds sterling may rise and fall purely on account of exchange rate fluctuations, which will have a related effect on the price of shares.
- b) Shares in the Fund should generally be regarded as long-term investments. Details of specific risks that apply to the Fund are set out in Appendix 1.
- c) Charges in respect of the Fund may be taken against capital rather than income. This may constrain capital growth of the Fund and will be detailed in Appendix 1 if applicable.
- d) Where a preliminary charge or a redemption charge is imposed, a shareholder who realises his shares may not (even where there has been no fall in the value of underlying investments) realise the amount originally invested.
- e) Where no dilution adjustment is charged to investments in or out of the Fund, the effect of these purchases or sales could have a dilution effect on the Fund which may reduce performance.

25.3 **Counterparty and Settlement**

25.3.1 The Fund will be exposed to credit risk on parties with whom it trades and will also bear the risk of settlement default.

25.4 **Custody**

25.4.1 There may be a risk of loss where the assets of the Fund are held in custody that could result from the insolvency, negligence or fraudulent action of a custodian or sub-custodian.

25.5 **Currency Exchange Rates**

25.5.1 Currency fluctuations may adversely affect the value of the Fund's investments and the income thereon and, depending on a shareholder's currency of reference, currency fluctuations may reduce investment gains or income, or increase investment losses, in some cases significantly.

25.6 **Inflation and Interest Rates**

25.6.1 The real value of any returns that an investor may receive from the Fund could be affected by interest rates and inflation over time. If inflation falls or remains low, the yields on short-term inflation-linked securities will fall or remain low.

25.7 **Liquidity**

25.7.1 In certain circumstances the Fund may be invested in assets which cannot be liquidated in a timely manner at a reasonable price. This may impact the value of shares in the Fund and the ability to redeem.

25.8 **Management Risk**

25.8.1 The Fund may be subject to management risk because it is an actively managed investment fund. When managing the Fund and applying investment techniques and risk analyses, the Investment Manager's assessment of market or economic trends, their choice or design of any software models they use, their allocation of assets, or other decisions regarding how the Fund's assets will be invested cannot be guaranteed to ensure returns on investments.

25.9 **Market Risk**

25.9.1 Prices and yields of many securities can change frequently and can fall based on a wide variety of factors. Examples of these factors include:

- a) Political and economic news;
- b) Government policy;
- c) Changes in technology and business practice;
- d) Changes in demographics, cultures and populations;
- e) Natural or human-caused disasters;
- f) Weather and climate patterns;
- g) Scientific or investigative discoveries; and
- h) Costs and availability of energy, commodities, and natural resources.

25.9.2 The effects of market risk can be immediate or gradual, short term or long-term, narrow or broad. This risk can apply to both the design and operation of computer models and can apply whether a model is used to support human decision-making or to directly generate trading recommendations. Flaws in software programs can go undetected for long periods of time.

25.10 **Operational Risk**

25.10.1 The operations of the Fund could be subject to human error, faulty processes or governance, or technological failures. Operational risks may subject the fund to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, custody and trading, among other things. Operational risks may go undetected for long periods of time, and even if they are detected it may prove impractical to recover prompt or adequate compensation from those responsible.

25.11 **Regulatory and Government Policy**

25.11.1 The laws that govern the Fund may change in future. Any such changes may not be in the best interest of the Fund and may have a negative impact on the value of your investment.

25.12 **Single Swinging Price - Impact on Fund Value and Performance**

25.12.1 The Company has a single swinging price. The single price can be swung up or down in response to inflows or outflows from the Company, in order to protect investors from the effect of dilution. Dilution occurs where the Company is forced to incur costs as a result of the investment manager buying or selling assets following inflows or outflows. A change to the pricing basis will result in a

movement to the Company's published price and reported investment performance.

25.13 **Suspension and Termination**

25.13.1 Investors should note that in exceptional circumstances, the ACD may, after consultation with the Depositary, suspend the issue, cancellation, sale and redemption (including switching) of shares in the Fund.

25.14 **Taxation**

25.14.1 Taxation laws and rates may change over time and could affect the value of investments in the Fund and of the shares in the Fund. See Section headed "Taxation" for further details about taxation of the Fund.

25.15 **Cancellation Rights**

25.15.1 Where cancellation rights are applicable, if shareholders choose to exercise their cancellation rights and the value of their investment falls before notice of cancellation is received by the ACD in writing, a full refund of the original investment may not be provided but rather the original amount less the fall in value.

25.16 **Shareholder's rights against service providers**

25.16.1 The Company relies on the performance of third party service providers, including the ACD, the Depositary, the Investment Manager and the Auditor. Further information in relation to the roles of the service providers is set out in this prospectus.

25.16.2 No Shareholder shall have any direct contractual claim against any service provider with respect to such service provider's default. Any Shareholder who believes they may have a claim against any service provider in connection with their investment in the Fund, should consult their legal adviser.

25.17 **Dilution Provisions Risk**

25.17.1 In certain circumstances a dilution adjustment may be made on the purchase or redemption of shares. In the case of purchases this will reduce the number of shares acquired, in the case of redemptions this will reduce the proceeds. Where a

dilution adjustment is not made, existing investors in the Fund may suffer dilution which will constrain capital growth.

25.18 **Risks associated with leaving the European Union**

25.18.1 On 31 January 2020, the UK left the European Union, a process known as Brexit, whilst the transition period part of it ended on until 31 December 2020. The political, economic and legal consequences of Brexit are still not completely defined. In the short term, from 2021 there may be increased volatility in the financial markets, particularly in the UK and across Europe. Changes in currency exchange rates may make it more expensive dealing in investments that are not denominated in pound Sterling. After the end of the transition period, and the conclusion of the EU regarding Brexit terms, there might be a period of political, regulatory and commercial uncertainty whilst the UK implements the terms of its new regime. There might be circumstances in which share transfers and redemptions may be impacted, in the event of high levels of redemption, the AFM may use certain liquidity management tools permitted by the FCA, including deferred redemptions, the implementation of fair value pricing or suspension of the Fund.

25.19 **Default Risk**

25.19.1 The issuers of certain bonds or other debt instruments could become unable to make payments.

25.20 **Suspension of Dealings in Shares Risk**

25.20.1 Investors are reminded that in certain circumstances their right to redeem shares (including a redemption by way of switching) may be suspended.

25.21 **Eurozone Risk**

25.21.1 The Fund's investments and its investment performance may be affected by economic or financial events relating to the Euro or the Eurozone. The ongoing deterioration of the sovereign debt of several Eurozone countries together with the risk of contagion to other more stable countries has exacerbated the global economic crisis. The growing risk that other Eurozone countries could be subject to an increase in borrowing costs and could face an economic crisis together with the risk that some countries could leave the Eurozone (either voluntarily or involuntarily), could have a negative impact on the Fund's investment activities.

Furthermore, concerns that the Eurozone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Eurozone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Eurozone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Company. If the Euro is dissolved entirely, the legal and contractual consequences for holders of Euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of investors' interests in the Company.

25.22 **Specific Risks**

25.23 **Emerging Markets**

25.23.1 Where the Fund invests in some overseas markets these investments may carry risks associated with failed or delayed settlement of market transactions and with the registration and custody of securities.

25.23.2 Investment in emerging markets may involve a higher than average risk.

25.23.3 Investors should consider whether or not investment in such Funds is either suitable for or should constitute a substantial part of an investor's portfolio.

25.23.4 Companies in emerging markets may not be subject:

- a) to accounting, auditing and financial reporting standards, practices and disclosure requirements comparable to those applicable to companies in major markets;
- b) to the same level of government supervision and regulation of stock exchanges as countries with more advanced securities markets.

25.23.15 Accordingly, certain emerging markets may not afford the same level of investor protection as would apply in more developed jurisdictions.

- a) Restrictions on foreign investment in certain securities may be imposed on the Fund and as a result, may limit investment opportunities for the Fund. Substantial government involvement in, and influence on, the economy may affect the value of securities in certain emerging markets.
- b) The reliability of trading and settlement systems in some emerging markets

may not be equal to that available in more developed markets, which may result in delays in realising investments.

25.23.16 Lack of liquidity and efficiency in certain of the stock markets or foreign exchange markets in certain emerging markets may mean that from time to time the ACD may experience more difficulty in purchasing or selling holdings of securities than it would in a more developed market.

25.24 **Derivatives**

25.24.1 The Fund may invest in derivatives and forward transactions for hedging purposes to reduce or eliminate risk arising from fluctuations in interest or exchange rates and in the price of investments. The Investment Manager may enter into certain derivatives transactions, including, without limitation, forward transactions, futures, swaps and options. The values of these investments may fluctuate significantly. By holding these types of investments there is a risk of capital depreciation in relation to certain Fund assets. There is also the potential for the capital appreciation of such assets.

25.24.2 Derivatives may be used by the Fund for the purposes of efficient portfolio management (including hedging). The Fund may use derivatives for investment purposes only where this has been set out in the Investment Objective and Policy of the Fund in Appendix 1. The use of derivatives may mean that the net asset value of the Fund could be subject to volatility from time to time however, it is the ACD's intention that the Fund, owing to the portfolio composition or the portfolio management techniques used, will not have volatility over and above the general market volatility of the relevant markets or their underlying investments and therefore it is not anticipated that the use of derivative techniques will alter or change the market risk profile of the Fund.

25.24.3 Efficient portfolio management enables the Fund to invest in derivatives and forward transactions (including futures and options) in accordance with COLL using techniques which relate to transferable securities and approved money market instruments (as defined in COLL) 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 and/or;
- (ii) reduction of cost and/or;
- (iii) generation of additional capital or income for the Fund with a risk level which is consistent with the risk profile of the Fund and the risk diversification rules in COLL (as summarised in Appendix 2).

25.24.4 There is no guarantee that the Fund will achieve the objective for which it entered into a transaction in relation to efficient portfolio management. The use of financial derivative instruments may result in losses for investors.

25.24.5 Derivatives contracted with a single counterparty can increase the credit risk exposure of the Fund while those listed on exchanges attract less credit risk exposure. The Fund will be subject to the risk of the inability of any counterparty to perform its obligations. If a counterparty defaults, the Fund may suffer losses as a result. Therefore, the Fund aims to transact using derivatives listed on exchanges to minimise credit risk where applicable. Cash margin is posted in relation to exchange traded derivatives positions. The counterparty for any derivative securities held which are not listed on an exchange, would be an approved credit institution. Counterparty risk exposures will be aggregated across both financial derivative instruments and efficient portfolio management techniques where applicable. The exposure to any one counterparty in a derivative transaction must not exceed 5% in value of the property of the Fund; this limit being raised to 10% where the counterparty is an approved credit institution.

25.24.6 The Fund does not currently post or receive collateral since this is not required for the types of securities and derivatives being transacted. Should this situation change, a policy defining eligible collateral, applicable haircuts (and by this we mean the difference between the price at which derivatives are bought and sold in the market) and any additional restrictions deemed appropriate by the ACD will be established prior to any changes being implemented.

25.25 **Over the counter (OTC) Derivatives risk**

25.25.1 Because OTC derivatives are in essence private agreements between a Fund and one or more counterparties, they are regulated differently than market-traded securities. They also carry greater counterparty and liquidity risks; in particular, it may be more difficult to force a counterparty to honour its obligations to a Fund.

A downgrade in the creditworthiness of counterparty can lead to a decline in the value of OTC contracts with that counterparty. If counterparty ceases to offer a derivative that a fund had been planning on using, the fund may not be able to find a comparable derivative elsewhere and may miss an opportunity for gain or find itself unexpectedly exposed to risks or losses, including losses from a derivative position for which it was unable to buy an offsetting derivative.

25.25.2 Because it is generally impractical for the Company to divide its OTC derivative transactions among a wide variety of counterparties, a decline in the financial health of any one counterparty could cause significant losses. Conversely, if any fund experiences any financial weakness or fails to meet an obligation, counterparties could become unwilling to do business with the Company which could leave the Company unable to operate efficiently and competitively.

25.26 **Leverage**

25.26.1 The Fund is permitted to use leverage in line with their ability to invest in derivatives and forward transactions. Leverage enables a Fund to increase its risk profile, producing a multiplication effect on positive returns but also increases the potential for larger losses.

25.26.2 European Union legislation, as it's been transposed, given direct effect and/or implemented into UK law, has defined two different methodologies for calculating leverage; 'commitment leverage' and 'gross leverage'. These methodologies are designed to provide an indication of how much a Fund is using derivatives and/or employing financial engineering structures. Generally, commitment leverage captures the additional exposure from derivatives and financial engineering structures but also allows for the netting off of some exposures which are designed specifically to reduce risks within a Fund. Gross leverage is calculated as the sum of the absolute values of all positions; it captures additional exposure from derivatives and financial engineering structures but does not allow for any offsetting of positions designed to reduce risk in a Fund.

25.26.3 The use of derivatives is set out for the Fund in the Investment Objectives and Policy section of Appendix 1.

25.26.4 The Fund has not granted any guarantees in relation to leveraging arrangements or any rights to reuse collateral.

25.27 **Political Risk**

25.27.1 The value of the Fund may be affected by uncertainties such as international political developments, civil conflicts and war, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investments may be made. For example, assets could be compulsorily re-acquired without adequate compensation.

25.27.2 Events and evolving conditions in certain economies or markets may alter the risks associated with investments in countries or regions that historically were perceived as comparatively stable becoming riskier and more volatile. These risks are magnified in countries in emerging markets.

25.28 **Cyber Security**

25.28.1 Cyber security risks may result in financial losses to the Company and the Shareholders; the inability of the Company to transact business with the Shareholders; delays or mistakes in the calculation of the Net Asset Value or other materials provided to Shareholders; the inability to process transactions with Shareholders or the parties; violations of privacy and other laws,; regulatory fines, penalties and reputational damage; and compliance and remediation costs, legal fees and other expenses. The Company's service providers (including but not limited to the ACD and the Depositary and their agents), financial intermediaries, companies in which the Fund invests and parties with which the Company engages in portfolio or other transactions also may be adversely impacted by cyber security risks in their own business, which could result in losses to the Fund or the Shareholders. While measures have been developed which are designed to reduce the risks associated with cyber security, there is no guarantee that those measures will be effective, particularly since the Company does not directly control the cyber security defences or plans of its service providers, financial intermediaries and companies in which the Company invests or with which it does business.

25.29 **Regular Savings Plan**

25.29.1 If a shareholder starts making regular monthly investments with a view to saving for a specific objective, they should regularly review whether these investments will be sufficient to achieve their objective. Shareholders may not achieve their

objective if they do not continue to invest regularly with a sufficient amount, or the investments do not appreciate sufficiently.

25.30 **Investment in Collectives**

25.30.1 The Fund 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 inconsistent with those of the Fund.

25.30.2 Unregulated collective investment schemes in which the Company may invest up to 20% of its scheme property may invest in highly illiquid securities that may be difficult to value. Moreover, many alternative investment strategies give themselves significant discretion in valuing securities. You should understand the Funds valuation process and know the extent to which the Funds securities are valued by independent sources and liquidity constraints. Subject to COLL, the Company may invest in unregulated collective investment schemes (including hedge funds). Such investment in unregulated collective investment schemes carries additional risks as these schemes may not be under the regulation of a competent regulatory authority, may use leverage techniques and may carry increased liquidity risk as units/shares in such schemes may not be readily realisable.

25.30.3 The Company may bear the expenses and annual management charge of collective investment schemes which are held as part of the scheme property.

25.31 **Fixed Interest Securities**

25.31.1 Fixed interest securities (such as bonds) are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. The value of a fixed interest security may fall in the event of a default or reduced credit rating of the issuer. Generally, the higher the rate of interest, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds. The liquidity of many fixed interest securities issued by corporations or banks, in particular those issued by less well capitalised companies, is likely to be particularly reduced during times of market stress reducing the ability of the ACD to sell holdings at an acceptable price and in a timely manner.

- 25.31.2 Below Investment Grade Bonds are considered speculative. Compared to investment grade bonds, the prices and yields of below investment grade bonds are more volatile and more sensitive to economic events, and the bonds are less liquid and carry greater default risk.
- 25.31.3 Unrated securities will be considered for investment by the Fund when the Investment Manager believes that the financial condition of the issuers of such securities, or the protection afforded by the terms of the securities themselves, limits the risk to the Fund to a degree comparable to that of rated securities which are consistent with the Fund's objectives and policies.
- 25.31.4 Certain securities may become distressed when the issuer of such securities enters into default or is in high risk of default. While these securities can offer high rewards, they are highly speculative, can be very difficult to value or sell, and often involve complex and unusual situations and extensive legal actions involving multiple parties whose outcome is quite uncertain. There can be no assurance that investment will generate returns to compensate investors adequately for the risks assumed without experiencing a loss.
- 25.31.5 Debt issued by governments and government-owned or -controlled entities can be subject to additional risks, especially in cases where the government is reliant on payments or extensions of credit from external sources, is unable to institute the necessary systemic reforms or control domestic sentiment, or is unusually vulnerable to changes in geopolitical or economic sentiment.
- 25.31.6 Even if a government issuer is financially able to pay off its debt, investors may have little recourse should it decide to delay, discount or cancel its obligations, as the main avenue to pursue payment is typically the sovereign issuer's own courts.
- 25.31.7 Investment in sovereign debt exposes the Fund to direct or indirect consequences of political, social, and economic changes in various countries

25.32 **Financial Indices**

- 25.32.1 The Fund may invest in securities embedding exposure to financial indices. Any such index must meet the regulatory requirements including being sufficiently diversified, having a clear objective, not relating to a single commodity or concentration of related commodities, being an adequate benchmark for the relevant market, having clear guidelines for the selection of index components,

being replicable, having the calculation methodology pre-determined and published, rebalancing at an appropriate frequency, being subject to an independent valuation, not permitting retrospective changes, not permitting payments from potential index components for inclusion in the index, and having the index constituents and weightings published. The ACD has risk management procedures in place to ensure that any securities embedding exposure to a financial index meet all of the required regulations.

25.33 **Structured Products**

25.33.1 For the purposes of the FCA's rules structured products may be regarded as either transferable securities, collective investment schemes or derivatives depending on the product in question. The common feature of these products is that they are designed to combine the potential upside of market performance with limited downside. Structured products typically are investments which are linked to the performance of one or more underlying instruments or assets such as market prices, rates, indices, securities, currencies and commodities and other financial instruments that may introduce significant risk that may affect the performance of the Fund.

25.33.2 However, in addition to providing exposure to the asset classes described in the investment objective, the intention is that the use of structured products in the context of the Fund should assist with keeping the volatility levels of the Fund relatively low.

25.34 **Investment In Real Estate Investment Trusts**

25.34.1 Real Estate Investment Trusts (REITs) and listed Infrastructure investments. Investment in REITs and listed Infrastructure are equity investments carrying similar equity investment risks to those of other equity investments but, through these holdings, may also be subject to adverse effects from weaknesses and/or fluctuations in real estate prices.

25.35 **Equity Securities Risk**

25.35.1 Equities are securities that represent an ownership interest in an issuer. Equities can lose value rapidly, and typically involve higher (often significantly higher) market risks than bonds, money market instruments or other debt instruments. Fluctuation in value may occur in response to activities of individual companies,

the general market, economic conditions, or changes in currency exchange rates.

25.35.2 Equities may be purchased in the primary or secondary market. Purchases in the primary market through initial public offerings may involve higher risks due to various factors including limited numbers of available shares, unfavourable trading conditions, lack of investor knowledge, and lack of operating history of the issuing Company.

26 **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.

27 **Risk Management**

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

27.1 the quantitative limits applying in the risk management of the Company;

27.2 the methods used in relation to 27.1; and

27.3 any recent developments of the risk and yields of the main categories of investment in the Company.

28 **Past Performance Data**

Past performance data for the Company is set out at Appendix 6.

29 **Fees and Expenses**

29.1 **General**

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

- 29.1.1.1 the fees and expenses payable to the ACD (which will include the fees and expenses payable to the Investment Managers) and to the Depositary;
- 29.1.1.2 broker's commission¹, 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;
- 29.1.1.3 fees and expenses of the administrator and in respect of establishing and maintaining the register of shareholders and any sub-register of shareholders;
- 29.1.1.4 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;
- 29.1.1.5 any costs incurred by the Company in publishing the price of the shares in a national or other newspaper;
- 29.1.1.6 any costs incurred in producing and dispatching any payments made by the Company, or the yearly and half-yearly reports of the Company;
- 29.1.1.7 any fees, expenses or disbursements of any legal or other professional adviser of the Company;
- 29.1.1.8 any costs incurred in taking out and maintaining any insurance policy in relation to the Company;
- 29.1.1.9 any costs incurred in respect of meetings of shareholders convened for any purpose including those convened on a

¹ It is intended that the Investment manager will act as broker to the Company, and will therefore receive a broker's commission.

- requisition by shareholders not including the ACD or an associate of the ACD;
- 29.1.1.10 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;
- 29.1.1.11 interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 29.1.1.12 taxation and duties payable in respect of the property of the Company or the issue or redemption of shares;
- 29.1.1.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 29.1.1.14 the fees of the FCA under the FCA Regulations, 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;
- 29.1.1.15 the costs of preparing, updating and printing (and translation where required) this prospectus, the simplified prospectuses or Key Investor Information Document as appropriate, the Instrument of Incorporation, statements and contract notes and the costs of distributing this prospectus and the instrument of incorporation and any other information provided to shareholders and any other administrative expenses related to this Section 29.1.15 (but not the cost of disseminating the Key Investor Information Document);
- 29.1.1.16 the Depositary's expenses, as detailed in Section 30 below;

- 29.1.1.17 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;
- 29.1.1.18 any payments otherwise due by virtue of the FCA Regulations;
- 29.1.1.19 any costs in respect of the preparation and calculation of the net asset value and price of shares in the Company and the publication and circulation thereof (including the costs of electronic data/information sources) and the costs of obtaining fund ratings and benchmark costs;
- 29.1.1.20 any fees, expenses or disbursements in respect of any registrar service and are detailed below and subject to annual inflationary increases (capped at a maximum of 3% per annum):
- Asset Fees:
- First two classes:* £1,180.40 per annum
- Additional classes:* £705.52
- Management Accounts: £2,655.90 per annum
- Distribution Costs: £542.71 per distribution per share class
- Postal Deals: £15.19
- Telephone Deals: £11.94
- Conversions: £29.49 per conversion
- Stock Transfers: £23.17
- Electronic Deals: £8.24
- 29.1.1.21 any value added or similar tax relating to any charge or expense set out herein.

29.1.2 Value Added Tax is payable on these charges where appropriate.

29.1.3 Expenses are allocated to income in accordance with the FCA Regulations.

30 **Charges payable to the ACD**

30.1 In payment for carrying out its duties and responsibilities the ACD is entitled to take out of the Company an annual management charge.

- 30.2 The annual management charge is based on the net asset value of the Company on each business day, accrues daily and is payable monthly in arrears on the last Dealing Day of each month. The current management charges are set out in Appendix 1.
- 30.3 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.
- 30.4 At present the ACD's annual management charge is taken from income. However, where the amount of income received by the Company is insufficient to meet the annual management charge plus all other expenses attributable or apportioned to the Company, then some or all of such charge and expenses may be charged against the capital of the Company. This will only be done with the approval of the Depositary and may constrain capital growth.
- 30.5 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.
- 30.6 The ACD may not increase the current rate or amount of its remuneration payable out of the Scheme Property of the Company 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 and has revised and made available the Prospectus to reflect the introduction or new rate and the date of its commencement.

31 **Investment Managers' fees**

The Investment Managers' fees and expenses (plus VAT thereon) are paid by the ACD out of its remuneration under the ACD Agreement.

32 **Depositary's Fee**

- 32.1 The Depositary receives for its own account a periodic fee which will accrue daily and is payable within seven days after the last Dealing Day in each month.

The fee is calculated by reference to the value of the Company on the immediately preceding Dealing Day 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 property attributable to the Company. The rate of the periodic fee is agreed between the ACD and the Depositary from time to time.

32.2 The current rate is 0.0375% on the first £50 million, 0.0275% on the next £50 million, 0.0175% on the next £50 million and 0.0075% on the balance, plus VAT in each case. Fees are subject to a minimum of £5,000 plus VAT per annum.

32.3 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 the Company is made and ending on the last Dealing Day of the month in which that day falls.

32.4 The remuneration payable to the Depositary out of the property attributable to the Company for its services also includes transaction charges and custody charges. Transaction charges vary from country to country, dependent on the markets and the value of the stock involved and subject to a current range of usually between £10 to £30 and 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 Dealing Day of the month when such charges arose or as otherwise agreed between the Depositary and the ACD. Custody charges again vary from country to country (usually between 0.01% and 0.03% per annum) depending on the markets and the value of the stock involved and accrue and are payable as agreed from time to time by the ACD and the Depositary.

32.5 In addition to the fees and charges payable to the Depositary referred to above, the amount payable to the Depositary out of the property attributable to the Company by way of remuneration for its services may include charges in connection with its duties (or the exercise of powers conferred upon it by the OEIC Regulations or the FCA Regulations) referable to (but not limited to):

- (i) custody of assets (including overseas custody services);
- (ii) the acquisition holding and disposal of property;

- (iii) the collection and distribution to shareholders of dividends, interest and any other income;
- (iv) the maintenance of distribution accounts;
- (v) the conversion of foreign currency; (vi) registration of assets in the name of the Depositary or its nominee or agents;
- (vii) borrowings, stock lending or other permitted transactions;
- (viii) communications with any parties (including telex, facsimile, SWIFT and electronic mail);
- (ix) taxation matters;
- (x) insurance matters;
- (xi) dealings in derivatives;
- (xii) costs and charges relating to banking and banking transactions;
- (xiii) preparation of the Depositary's annual report;
- (xiv) taking professional advice;
- (xv) conducting legal proceedings;
- (xvi) the convening and/or attendance at meetings of shareholders; and
- (xvii) modification of the Instrument of Incorporation, Prospectus, and negotiation and/or modification of the Depositary Agreement and any other agreement entered into between the Depositary and its delegates.

32.6 The Depositary will also be paid by the Company out of the property attributable to the Company, expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Depositary Agreement, the FCA Regulations or by the general law.

- 32.7 The Depositary shall be entitled to recover its fees, charges and expenses when the relevant transaction or other dealing is effected or relevant service is provided or as may otherwise be agreed between the Depositary and the Company or the ACD.
- 32.8 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.
- 32.9 Any value added tax on any fees, charges or expenses payable to the Depositary will be added to such fees, charges or expenses.
- 32.10 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.

33 **Shareholder Meetings and Voting Rights**

The Company does not hold annual general meetings.

33.1 **Requisitions of Meetings**

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

33.1.2 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.

33.2 **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 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.

33.3 **Voting Rights**

33.3.1 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.

33.3.2 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 days before the notice of meeting is deemed to have been served.

33.3.3 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.

33.3.4 Except where the FCA Regulations or the Instrument of Incorporation of the Company requires 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.

33.3.5 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.

33.3.6 “Shareholders” in this context means shareholders on the date seven 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.

34 **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.

34.1 The rights attached to a class may not be varied without the sanction of a resolution passed at a meeting of shareholders of that Share Class by a seventy-five per cent majority of those votes validly cast for and against such resolution.

35 **Taxation**

35.1 **Taxation Of The Company**

35.1.1 Income

The Company will be liable to corporation tax on its taxable income, less management and other allowable expenses, at the same rate as the lower rate of income tax (currently 20%). Dividends from UK resident companies and other UK authorised investment funds are not generally chargeable to corporation tax.

35.1.2 Capital gains

Capital gains accruing to the Company will be exempt from UK tax on chargeable gains.

35.1.3 Stamp duty reserve tax (“SDRT”)

Generally, there will be no Stamp duty reserve tax (SDRT) charge when Shareholders surrender or redeem their Shares. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to SDRT may apply.

35.2 **Taxation Of The Shareholder**

35.2.1 Income

Dividend distributions

It is anticipated that all distributions by the Company will be in the form of dividend distributions and that, accordingly, the Company will not pay any interest distributions.

UK resident individual shareholders

When the Company makes a dividend distribution in respect of income shares (or is deemed to make such a distribution in respect of accumulation shares) a UK resident individual shareholder will be treated for UK income tax purposes as having taxable income equal to the gross amount of the dividend distribution. For these purposes dividend income is treated as the top slice of an individual's income.

Corporate shareholders within the scope of corporation tax

A dividend distribution made by the Company in respect of income shares (or deemed to be made in respect of accumulation shares) to a corporate shareholder which, whether UK resident or not, is within the charge to corporation tax in respect of its investment in the Company will, if the income of the Company is not wholly derived from UK dividends, be split into franked and unfranked parts. Very broadly, the unfranked part corresponds to such part of the Company's gross income as does not derive from franked investment income. The franked part will be treated in the same way as a dividend from a UK resident company.

The unfranked part will be treated as an annual payment received after deduction of income tax at the lower rate from a corresponding gross amount and the corporate shareholder will be liable to corporation tax on it accordingly, but with the benefit of credit for, or repayment of, the income tax deemed deducted at source. If the corporate shareholder is not resident in the UK, the limit in Section 152(a) of the Finance Act 2003 on the extent to which its income is chargeable to corporation tax may be applicable.

Details of the proportions of distributions comprising franked investment income and annual payments will be shown on the tax voucher of the Company.

Non-UK resident shareholders

Generally non-UK resident shareholders are not subject to UK tax on dividend income pursuant to the provisions of any double tax treaty between the UK and the country in which they are resident or by the provisions of section 811 of the Income Tax Act 2007 or, in the case of non-resident companies, section 815 of the Income Tax Act 2007.

Equalisation

Where income equalisation applies to income (but not accumulation) shares, the part of the issue price of shares which reflects accrued income and is returned to the shareholder with the first allocation of income following the issue is deducted from the shareholder's capital gains tax base cost in the shares. In the case of accumulation shares, the capital is not distributed but remains invested throughout.

UK legislation on Taxation of Savings Income

Any person regarded as a "paying agent" for the purposes of the Taxation of Savings Income Directive (EC Directive 2003/48/EC), as implemented or given direct effect in the UK, may be required to disclose details of payments of interest and other income (which may include distributions or redemption payments by collective investment funds) to shareholders who are individuals or residual entities to HM Revenue & Customs, who will pass such details to the Member State where the shareholder resides.

35.2.2

Capital gains

UK resident individual shareholders

An individual shareholder who is resident or ordinarily resident in the UK (including, in some cases, a shareholder who is only temporarily non-UK resident) will be liable to capital gains tax on any chargeable gain accruing to him on the disposal or deemed disposal (including conversion or redemption) of his shares in the Company. He may also be entitled to set all or part of his gains against his annual capital gains tax execution.

UK resident or ordinarily resident individuals are subject to capital gains tax at rates which depend on the extent to which they have income falling within certain income tax bands.

Corporate shareholders within the scope of corporation tax

Subject to the possible application of the rules treating a shareholding in the Company as a loan relationship, a corporate shareholder which, whether UK resident or not, is within the charge to corporation tax in respect of its investment in the Company will be liable to corporation tax on any chargeable gain accruing to it on the disposal or deemed disposal (including conversion or redemption) of its shares in the Company.

Non-UK resident shareholders

A shareholder who is neither resident nor ordinarily resident in the UK will not normally be liable to UK tax on capital gains accruing to him on the disposal or deemed disposal of his shares in the Company, except where the holding is connected with a trade, profession or vocation carried on by him in the UK through a branch, agency or permanent establishment or he falls within certain anti-avoidance provisions relating to temporary non-UK residence.

35.2.3 Inheritance Tax

A gift by a Shareholder of his Shareholding or the death of a Shareholder may give rise to a liability to inheritance tax, even if the Shareholder is neither domiciled in the UK, nor deemed to be domiciled there under special rules relating to long residence or previous domicile in the UK. For these purposes, a transfer of a Shareholding at less than the full market value may be treated as a gift.

35.2.4 Shareholding in the Company treated as a loan relationship

Special rules apply to corporate shareholders within the charge to corporation tax which in certain circumstances could result in their shares being treated for the purposes of the UK's corporate debt rules as rights under a creditor relationship of the corporate shareholder. A fair value basis of accounting would have to be used, for corporation tax purposes, as respects the deemed creditor relationship.

The above statements are only intended as a general summary of UK tax law and practice as at the date of this Prospectus (which may change in the future) applicable to individual and corporate investors who are the absolute beneficial owners of a holding in the Company and their applicability will depend upon the particular circumstances of each investor. In particular, the summary may not apply to certain classes of investors (such as financial institutions). It should not be treated as legal or tax advice and, accordingly, any investor who is in any doubt as to his UK tax position in relation to the Company should consult his UK professional adviser.

35.3 US Foreign Account Tax Compliance Act 2010 and OECD International Tax Compliance

Cross-border tax compliance is subject to international standards for the automatic exchange of tax information relating to US taxpayers (under FATCA) and taxpayers in CRS participating jurisdictions respectively.

In the UK, the International Tax Compliance Tax Regulations 2015 adopt the UK's reporting obligations under FATCA and CRS and consequently certain reporting obligations in relation to shareholders apply. Information from

shareholders and prospective shareholders in order to ascertain their tax status may be required along with annual reporting to HMRC of information about the shares held by shareholders who are, or who are controlled by a person or persons who are, tax resident in or citizens of the US or who are tax resident in a CRS participating country, including details of payments made to the shareholder (which may include payments arising from redemption of shares).

Under FATCA, if the shareholder is a specified US person, a US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the information on these shareholders and the shares held by them will need to be reported to HMRC. HMRC will in turn report the relevant information to the IRS. Provided that these provisions are followed, the Company will not be subject to withholding tax under FATCA.

Under CRS, if the shareholder is tax resident in a CRS participating country or does not provide the requisite documentation, information on these shareholders will need to be reported to HMRC. As part of the automatic information exchange between the CRS countries, HMRC will report the relevant information to the responsible tax authorities. Within the EU, CRS has been implemented by Council Directive 2014/107/EU on the mandatory automatic exchange of tax information which was adopted on 9 December 2014 and became effective among most EU member states from 1 January 2016. As a consequence, CRS has been implemented and/or given direct effect into the law of the UK.

Shareholders and intermediaries should note that it is existing policy of the ACD that shares are not being offered or sold for the account of US Persons or shareholders who do not provide the appropriate FATCA information or CRS information. Subsequent transfers of shares to US Persons are prohibited. If shares are beneficially owned by any US Person or a person who has not provided the appropriate FATCA or CRS information, the ACD may in its discretion compulsorily redeem such shares.

36 **Income equalisation**

- 36.1 Income equalisation, as explained below, may apply in relation to the Company, as detailed in Appendix 1.

36.2 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.

36.3 The amount of income equalisation is either the actual amount of income included in the issue price of that share or is 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.

37 **Winding up of the Company**

37.1.1 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.

37.1.2 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.

37.1.3 The Company may be wound up under the FCA Regulations if:

37.1.3.1 an extraordinary resolution to that effect is passed by shareholders; or

37.1.3.2 the period (if any) fixed for the duration of the Company by the Instrument of Incorporation expires, or an event (if any) occurs on the occurrence of which the Instrument of Incorporation provides that the Company is to be wound up (for example, if the share capital of the Company is below its prescribed minimum or the Net Asset Value of the Company is less than £1,000,000, or if

a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the Company); or

37.1.3.3 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 ;

37.1.4 On the occurrence of any of the above:

37.1.4.1 the parts of the FCA Regulations and the Instrument of Incorporation relating to Pricing and Dealing and Investment and Borrowing will cease to apply to the Company;

37.1.4.2 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 for the Company;

37.1.4.3 no transfer of a share shall be registered and no other change to the register shall be made without the sanction of the ACD;

37.1.4.4 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;

37.1.4.5 the corporate status and powers of the Company and, subject to the provisions of paragraphs 37.1.4.1 and 37.1.4.4 above, the powers of the ACD shall remain until the Company is dissolved.

37.1.5 The ACD shall, as soon as practicable after the Company falls to be wound up, 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 of the Company. 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.

37.1.6 As soon as reasonably practicable after completion of the winding up of the Company, the ACD shall notify the FCA.

37.1.7 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.

37.1.8 Following the completion of the winding up of the Company, the ACD shall notify the Registrar of Companies and shall notify the FCA that it has done so.

37.1.9 Following the completion of a winding up of either 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 and, in the case of the winding up of the Company, to the Registrar of Companies within two months of the termination of the winding up.

38 **General Information**

38.1 **Accounting Periods**

38.1.1 The annual accounting period of the Company ends each year on 28 February (the accounting reference date). The interim accounting period of the Company ends each year on 31 August.

38.2 **Income Allocations**

38.2.1 Allocations of income are made in respect of the income available for allocation in each accounting period.

- 38.2.2 Distributions of income in respect of Income Shares are paid on or before the annual income allocation date of 30 April and on or before the interim allocation date of 31 October in each year.
- 38.2.3 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.
- 38.2.4 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 of the Company 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 auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and any other adjustments which the ACD considers appropriate after consulting the auditors.
- 38.2.5 In relation to income shares, distributions of income in which income shares are issued are paid by cheque or BACS directly into a shareholder's bank account on or before the relevant income allocation date in each year. Where any income is to be paid out to a shareholder by cheque, a cheque will be sent at the shareholder's risk by first class post to the last address notified by the shareholder to the ACD. It will be deemed to be received on the second day after posting and the ACD will not be responsible for any delay except as a result of the ACD's negligence. If the mailing goes astray or is intercepted the ACD reserves the right to fully investigate what has happened and will have no obligation to remit a second payment to the shareholder until satisfied with the results of the investigation. Where any income is to be paid by direct credit, payment will be made into the bank or building society account last notified by the shareholder to the ACD. It will be deemed to be received on the income allocation date. The ACD will not be responsible if the payment is delayed except where as a result of the ACD's negligence. The ACD will have no obligation to remit a second payment to the shareholder until satisfied with the results of the investigation.

38.3 **Annual Reports**

Annual reports of the Company will be issued within four months of each annual accounting period and half-yearly reports will be published within two months of each interim accounting period. The half yearly and annual reports can be found on the website: www.margetts.com. A paper copy of these are available free of charge upon request by writing to the compliance officer at 1 Sovereign Court, Graham Street, Birmingham B1 3JR.

Information regarding the level of leverage employed by the Company, the percentage of Fund's assets that are subject to special arrangements arising from their illiquid nature, any new arrangements for managing liquidity, the current risk profile of the Company and the risk management systems employed to manage those risks will be disclosed in the annual and interim report and accounts.

38.4 **Documents of the Company**

38.4.1 The following documents may be inspected free of charge between 9.00 a.m. and 5.00 p.m. every Dealing Day at the offices of the ACD at 1 Sovereign Court, Graham Street, Birmingham B1 3JR:

38.4.1.1 the most recent annual and half-yearly reports of the Company;

38.4.1.2 the Instrument of Incorporation (and any amending instrument of incorporation); and

38.4.1.3 the ACD Agreement between the Company and the ACD.

38.4.2 The ACD may make a charge at its discretion for copies of documents.

38.5 **Changes to investment strategy or investment policy, or both**

Under the FCA Regulations, the ACD is required to determine which one of the following three categories the changes to Company operation fall within:

38.5.1 Fundamental events which change the nature of the Company or the basis on which the investor invested. For example, changes to an investment objective, its risk profile or something that would cause material prejudice to the investors would require investor approval.

38.5.2 Significant events which would materially affect an investor's investment, result in increased payments out of the Company, or could reasonably be expected to cause investors to reconsider their participation in the Company. Those should be notified pre-event to investors and in sufficient time to enable them to leave the Company, if they wish, before the change takes effect. 60 days minimum notice is required for these changes.

38.5.3 Notifiable events for which the ACD would decide when and how the investor should be notified, depending on the type of event. In these cases notification could be after the event.

38.6 **Treating Customers Fairly**

The ACD seeks to ensure that its customers are treated fairly at all times. This objective is embedded in the operations and culture of the firm and is considered and delivered at every level and kept under review, which also ensures compliance with certain FCA Principles for Firms (as stated in PRIN 2.1 of the FCA's Principle for Business sourcebook). The ACD has the appropriate policies and procedures in place to ensure it provides fair treatment to investors and details are available on the ACD's website and upon request.

38.7 **Complaints**

Complaints concerning the operation or marketing of the Company should be referred to the compliance officer of the ACD at 1 Sovereign Court, Graham Street, Birmingham B1 3JR in the first instance. If the complaint is not dealt with satisfactorily then it can be made direct to The Financial Ombudsman Service whose contact number is 0800 023 4567. Complaints can also be made online on the Financial Ombudsman website, [How to complain \(financial-ombudsman.org.uk\)](https://www.financial-ombudsman.org.uk).

38.8

Remuneration

The remuneration policy and, where required by the FCA, how benefits are calculated and details of the remuneration committee can be found on the website: [EEA Remuneration Policy \(margetts.com\)](http://margetts.com). A paper copy of this is available free of charge upon request by writing to the compliance officer at 1 Sovereign Court, Graham Street, Birmingham B1 3JR.

38.9

Data Protection

The personal information you provide on an application form and any subsequent contact will be used to provide the service(s) which are applied for, for the operation of the investments in units or shares (including, for example, for registration and distribution). This is to fulfil the contract you are entering into with the ACD in respect of the Company. The ACD has legal obligations as a regulated financial services company that must be met. The ACD will also use anonymised personal data to produce statistics which monitor its performance.

The personal data is held by the ACD for a minimum of 7 years after the end of your relationship with the Company. The end of the relationship is defined as the last transaction that leaves a zero balance in your account(s).

In addition to data obtained directly from the investor, the ACD may also receive data from the financial adviser or other intermediary acting on their behalf, or from services designed to detect, reduce or prevent fraud and money laundering. The ACD will disclose the minimum amount of information to these services in order to comply with legal requirements and therefore process the data under its legal obligations.

This information may be transferred to other organisations in order to provide some services or where required by law. The following third parties are currently engaged, however the list may not be comprehensive.

- Bravura Services. Bravura services provide Margetts with a hosted service to manage and store the register of investors
- External Auditors
- Electronic Anti-Money Laundering or Fraud Services

- Printing Services

For electronic verification checks, the ACD works alongside SmartCredit Ltd trading as SmartSearch which acts as a joint data controller with the ACD to help it comply with fraud and anti-money laundering requirements. Their Privacy Policy has further information on how the data is handled: <http://www.smartsearchuk.com/privacy-policy/>

For more information about the how data is processed, retained and deleted or to read more about the rights under the General Data Protection Regulations (GDPR) the Privacy Notice of the ACD can be found at [Privacy Notice.pdf \(margetts.com\)](#) or contact dataprotection@margetts.com.

If an investor or their agent is not happy with the way the ACD has handled personal data and it is unable to resolve the issue, they can complain to the Information Commissioner's Office (www.ico.org.uk).

We use the personal information you provide to communicate with you about questions, issues or other matters you wish to raise with us. Our legal basis is our own legitimate interest of communicating with clients, partners, other organisations and members of the public.

We will not use this information for any form of mass marketing, but will contact you if you have requested information on Margetts or our products or services or made a specific enquiry.

We do not disclose this information to third parties except if required by law. Data will be held for a minimum of 1 year after completion of any action, or until the end of any contract which is defined as 7 years after the last transaction that leaves a zero balance in your account(s).

For more information about the how your data is processed, retained and deleted or to read more about your rights and how to exercise them under the General Data Protection Regulations (GDPR) please read our Privacy Notice or contact dataprotection@margetts.com

If you are not happy with the way we have handled your data, and are unable to resolve the issue with us personally, you can complain to the Information Commissioner's Office (www.ico.org.uk).

APPENDIX 1

INVESTMENT OBJECTIVES AND POLICY AND OTHER DETAILS OF THE COMPANY

Investment Objective

The objective of the Fund is to provide capital growth over any 5 year period.

Investment Policy

The Company will be actively managed to provide exposure to a wide range of assets in any economic sector and geographical area in line with the Investment Managers tactical views. The term “tactical” is defined as using judgement to forecast future opportunities or threats and make periodic adjustments to the asset allocation and underlying investment selections. Overall exposure to shares will be a minimum of 30% and a maximum of 90%, although under normal market conditions the exposure is more likely to range between 50% and 80%. Overall exposure to bonds will be a minimum of 10% and a maximum of 50%. Overall exposure to property will be limited to a maximum of 20%. Overall exposure to alternative investment strategies such as commodities and private equity will be limited to a maximum of 30%.

To provide exposure, a minimum of 70% of the Company will be invested in active and/or passively managed collective investment schemes (which may include schemes operated by the manager, associates or controllers of the manager).

The Company may also invest directly (maximum of 30%) in transferable securities such as shares, bonds, real estate investment trusts (REITs) and structured products which may embed derivatives.

The Company may use cash and near cash as part of the allocation and the level will vary depending upon prevailing circumstances. Although exposure would normally not exceed 10% of the total value of the Company, there may be times when the Investment Manager considers markets around the world to be overpriced or that a period of instability exists which presents unusual risks. In such cases or during such periods and, if considered prudent, the exposure to cash or near cash instruments held would be increased. Unless market conditions were deemed unusually risky, the increased amount and period would not be expected to exceed 60% and six months respectively.

The use of derivatives and/or hedging transactions are permitted in connection with the efficient portfolio management (managing the Company in a way that is designed to reduce risk or cost and/or generate extra income or growth or both). The Company may hold assets which embed derivatives that are used for investment purposes and efficient portfolio management.

Specific Risk Warnings

The Company is designed to reflect the Managers tactical views as a core holding covering the main asset classes within the type of investment services offered or made available by the Manager. Investors should be aware that the allocation can change significantly between the limits set out above and therefore the Company is exposed to a higher level of active risk. This could include being exposed to a high level of cash when markets rise, reducing the returns achieved.

Performance Comparison

There are three types of benchmarks which can be used:

1. A target - an index or similar factor that is part of a target a fund manager has set for a fund's performance to match or exceed, which includes anything used for performance fee calculation
2. A constraint - an index or similar factor that fund managers use to limit or constrain how they construct a fund's portfolio
3. A comparator - an index or similar factor against which a fund manager invites investors to compare a fund's performance

The Fund does not have a performance target and is not constrained by any index, IA sector or similar factor.

The composite benchmark of 40% IA (Investment Association) UK Gilt, 30% IA UK All Companies and 30% IA Global may be used as a comparator. This benchmark represents the expected long term asset allocation under normal market conditions and therefore this is considered to be an appropriate performance comparison.

Other details of the Company

Classes of shares available	Income Shares Income R Shares Accumulation Shares Accumulation R Shares
Currency of denomination	Sterling
Registration charge per shareholder (subject to annual inflationary increases capped at 3% per annum)	£18.45 per annum
Minimum initial investment	£1,000
Minimum initial and subsequent investment for regular investors	£100
Minimum subsequent investment	£1,000

Minimum withdrawal	£1,000
Minimum holding	£1,000
ACD's preliminary charge	Income Shares – 5% Income R Shares – 0% Accumulation Shares – 5% Accumulation R Shares – 0%
Annual management charge	Income Shares – 1.4% Income R Shares – 0.60% Accumulation Shares – 1.4% Accumulation R Shares – 0.60%
Annual accounting date	28 February
Interim accounting date	31 August
Annual income allocation date	30 April
Interim income allocation date	31 October
Invest in any Securities Market of the UK, of 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 3 and 4
Income Equalisation	Yes

Target Market for MiFID II:

Profile of a typical investor

A typical investor needs to be able to understand and accept the objectives, policy, strategy and risks of investing in the Fund, including the “Risk Factors” set out in this document.

Typically, investors will be classed as retail or professional and will have received advice from an independent financial adviser, although other types of investors are permitted.

The objective, policy and strategy set out above should align with the objectives of the investors and their minimum timeframe for investment should meet or exceed the recommended holding period.

Type of clients: retail, professional clients and eligible counterparties

Distribution channels This product is eligible for all distribution channels including:

- Investment advice
- Portfolio management
- Non-advised sales

- Execution only services

Clients' knowledge and experience: investors who have read the literature relating to the Fund and who have, as a minimum, a basic knowledge of funds which are to be managed in accordance with a specific investment objective and policy.

Clients' financial situation with a focus on ability to bear losses: Investors must be prepared to accept fluctuations in the value of capital and income and accept the risks of investing in shares. Investors may get back less than they invested as capital and income is at risk.

Clients' risk tolerance and compatibility of risk/reward profile of the product with the target market: The Key Investor Information Document (NURS KII/KIID) provides a risk rating which should be understood before making an investment. Although this risk rating provides a guide, investors should be aware that the rating is subject to change due to prevailing investment conditions.

Recommended Holding Period: investors should have an investment time horizon of at least 5 years.

The recommended holding period does not provide any guarantee that the objective will be achieved and investors should be aware that capital and the income distributed are at risk.

You should not invest if you:

- do not meet the criteria above
- are looking for full capital protection or full repayment of the amount invested
- want a guaranteed return (whether income or capital)
- have no risk tolerance

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

1.1.1 The property of the Company will be invested with the aim of achieving its investment objective but subject to the limits on investment set out in the FCA Regulations and the Company's investment objective and policy. These limits apply to the Company as summarised below:

1.1.1.1 Generally the Company will invest in the investments to which it is dedicated including transferable securities, fixed interest securities, money market instruments, deposits, currencies and unregulated and regulated collective investment schemes and up to 100% of the scheme property can be held in deposits and cash, subject to compliance with the individual savings account regulations.

1.1.1.2 Eligible markets are regulated markets or markets established in the UK or in an EEA State which are regulated, operate regularly and are open to the public; and markets which the ACD, after consultation with the Depositary, has decided are appropriate for the purpose of investment of or dealing in the property of the Company having regard to the relevant criteria in the FCA Regulations and guidance from the FCA. Such markets must operate regularly, be regulated, recognised, open to the public, adequately liquid and have arrangements for unimpeded transmission of income and capital to or to the order of the investors. The eligible securities and derivatives markets for the Company are set out in Appendices 3 and 4.

1.1.1.3 New eligible securities markets may be added to the existing list only by the passing of a resolution of shareholders at a shareholders' meeting. If not, then the ACD and the Depositary will need to assess whether such an addition would be a significant event requiring shareholders to be notified of the change 60 days in advance, and for the Prospectus to reflect the intended change and the date of commencement, or if the addition is of minimal significance to the investment policy of the Company such that Shareholders will just be notified of the change, whether by immediate notification or in the next report for the Company.

1.2 **Transferable securities**

1.2.1 The Company may invest in transferable securities which are admitted to or normally dealt on Eligible Markets. Save as set out below and 1.3.1 up to 10% of the Scheme Property may be invested in transferable securities issued by any single body. However, up to 25% in value of the Company may be invested in scheme property issued by any single body in respect of covered bonds

1.2.2 A transferable security includes an investment falling within article 76 (Shares etc), article 77 (Instruments creating or acknowledging indebtedness), article 79 (Instruments giving entitlement to investments) and article 80 (Certificates representing certain securities) of the Regulated Activities Order.

1.2.3 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.

1.2.4 In applying paragraph 1.2.3 to an investment which is issued by a body corporate, and which is an investment falling within articles 76 (Shares, etc) or 77 (Instruments creating or acknowledging indebtedness) of the Regulated Activities Order, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.

1.2.5 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.

1.3 **Government and public securities**

1.3.1 Up to 35% of the property of the Company may be invested in Government and public securities issued by any one issuer. Subject to this restriction, 100% of the scheme property of the Company may be invested in Government and other public securities and up to of 35% of the value of the scheme property in any one issue.

1.4 **Collective Investment Schemes**

1.4.1 Up to 100% in value of the scheme property of the Company may be invested in units in other schemes. Investment may only be made in other collective investment schemes whose maximum annual management charge does not exceed 3%. The Company may invest in collective investment schemes, established anywhere, provided the investee scheme (1) satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive, as implemented or given direct effect in the UK; or (2) is a non-UCITS retail scheme; or (3) is a recognised scheme; or (4) is constituted outside the United Kingdom and the investment and borrowing powers of which are the same or more restrictive than those of a non-UCITS retail scheme; or (5) is a scheme not falling within (1) to (4) and in respect of which no more than 20% in value of the scheme property (including any transferable securities which are not approved securities) is invested.

1.4.2 In addition, the investee scheme must operate on the principle of the prudent spread of risk, must be prohibited from having more than 15% in value of its scheme property consisting of units in collective investment schemes and its participants must be entitled to have their units redeemed in accordance with the scheme at a price related to the net value of the property to which the units relate and determined in accordance with the scheme.

1.4.3 The Company may invest in units of collective investment schemes and pay any related charges or expenses for investing in such units. The Company may not

invest scheme property in units of schemes managed, operated or administered by the ACD (or one of its associates).

1.5 **Warrants and nil and partly paid securities**

Not more than 5% in value of the scheme property may consist of warrants.

1.6 **Money market instruments**

1.6.1 Up to 100% in value of the scheme property of the Company can consist of money market instruments which are admitted to or normally dealt on Eligible Markets subject to compliance with the individual savings account regulations. Up to 10% in value of the scheme property of the Company can be invested in money market instruments which are not approved securities or money market instruments which are liquid and have a value which can be determined accurately at any time.

1.6.2 Notwithstanding the above, up to 10% of the scheme property of the Company may be invested in money market instruments issued by any single body.

1.7 **Deposits**

Up to 20% in value of the scheme property of the Company can consist of deposits with a single body. The 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.

1.8 **Derivatives and forward transactions**

1.8.1 **Derivative transactions may be used for efficient portfolio management² only. This will not compromise the risk profile of the Company. Use of derivatives will not contravene any relevant investment objectives or limits.**

² Efficient Portfolio Management (“EPM”) transactions may involve options, futures or contracts for differences or forward transactions in accordance with the FCA Regulations. There is no limit on the amount of the property of a Scheme which may be used for these purposes, but there are various requirements which must be satisfied. The specific aims of EPM are:

In broad terms, the FCA Regulations permit the following techniques:

1.8.2 Except as set out in 1.8.5 and 1.8.7 below there is no upper limit on the use of transactions in derivatives or forward transactions for the Company but they must fall under 1.8.3 and 1.8.4.

1.8.3 A transaction in a derivative or forward transaction must:

- (1) (a) if an OTC, be in an approved derivative; or
 - (b) be in a future, an option or a contract for differences which must be entered into with a counterparty that is acceptable in accordance with the FCA Regulations, must be on approved terms as to valuation and close out and must be capable of valuation.
- (2) have the underlying consisting of any or all of the following to which the Company is dedicated:
 - (a) transferable securities;
 - (b) permitted money market instruments;
 - (c) permitted deposits;
 - (d) permitted derivatives;
 - (e) permitted collective investment scheme units;
 - (f) financial indices;
 - (g) interest rates;

-
- (a) the reduction of risk - to hedge against either price or currency fluctuation to avoid volatility in the market and limit the down side of the risk;
 - (b) the reduction of cost; and
 - (c) the generation of additional capital or income for a Scheme with a risk level which is consistent with the risk profile of a Scheme and the risk diversification rules laid down in the Collective Investment Schemes sourcebook.

The transaction must be economically appropriate for the purposes of EPM and any exposure must be fully covered by cash or other property sufficient to meet any obligation to pay or deliver that could arise

- (h) foreign exchange rates; and
 - (i) currencies.
- (3) be effected on or under the rules of an eligible derivatives market, it must not cause the Company to diverge from its investment objectives, must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, money market instruments, units in collective investment schemes, or derivatives and must be with an approved counterparty.

Use of derivatives must be supported by a risk management process maintained by the ACD which should take account of the investment objectives and policy of the Company.

1.8.4 The ACD must ensure that the global exposure relating to derivatives and forward transactions held in the Company does not exceed the net value of the scheme property. The ACD must calculate the global exposure on a daily basis taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions. The ACD must calculate the global exposure of the Company either as:

- (1) the incremental exposure and leverage generated through the use of derivatives and forward transactions (including embedded derivatives), which may not exceed 100% of the net value of the scheme property; or
- (2) the market risk of the scheme property.

The ACD must calculate the global exposure of the Company by using either the commitment approach or the value at risk approach ensuring the selected method is appropriate taking into account the investment strategy, the types and complexities of the derivatives and forward transactions used and the proportion of the scheme property comprising derivatives and forward transactions.

Where the Company employs techniques and instruments including repo contracts or stock lending transactions in order to generate additional leverage or exposure to market risk, the ACD must take those transactions into account when calculating global exposure.

- 1.8.5 The exposure to any one counterparty in an OTC derivative transaction must not exceed 10% in value of the scheme property of the Company.
- 1.8.6 In applying the limits in 1.8, the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it provided the collateral meets each of the following conditions:
- 1.8.6.1 it is marked-to-market on a daily basis and exceeds the value of the amount at risk;
 - 1.8.6.2 it is exposed only to negligible risks (eg. government bonds of first credit rating or cash) and is liquid;
 - 1.8.6.3 it is held by a third party custodian not related to the provider or is legally secured from the consequences of a failure of a related party; and
 - 1.8.6.4 can be fully enforced by the Company at any time.
- 1.8.7 Not more than 20% of the Company is to be put at risk in respect of an exposure from an OTC derivative transaction to a single entity or one or more such entities within a group, after taking into account any collateral received from that entity or group, both at individual level or group level.
- 1.8.8 In applying the limits in 1.8, OTC derivative positions with the same counterparty may be netted provided that the netting procedures:
- 1.8.8.1 comply with the conditions set out in Section 7 (Contractual netting Contracts for novation and other netting agreements) of Annex III to the Banking Consolidation Directive; and
 - 1.8.8.2 are based on legally binding agreements.
- 1.8.9 All derivative transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets each of the following conditions:

- 1.8.9.1 it is backed by an appropriate performance guarantee; and
- 1.8.9.2 it is characterized by a daily mark-to-market valuation of the derivative positions and at least daily margining.
- 1.8.10 No agreement by or on behalf of the Company to dispose of property or rights may be made unless:
- 1.8.10.1 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
- 1.8.10.2 the property and rights at 1.8.10.1 are owned by the Company at the time of the agreement.
- 1.8.11 1.8.10.1 and 1.8.10.2 do not apply to a deposit. They also do not apply where:-
- 1.8.11.1 the risks of the underlying financial instrument of a derivative can be appropriately represented by another financial instrument and the underlying financial instrument is highly liquid; or
- 1.8.11.2 the ACD or the Depositary has the right to settle the derivative in cash and cover exists within the scheme property which falls within one of the following asset classes:
- (i) cash;
 - (ii) liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards (in particular, haircuts); or
 - (iii) other highly liquid assets which are recognised considering their correlation with the underlying of the financial derivative instruments, subject to appropriate safeguards (e.g. haircuts where relevant).
- 1.8.12 In the asset classes referred to in 1.8.11.1 and 1.8.11.2, assets may be considered as liquid where the instruments can be converted into cash in no more than seven

Dealing Days at a price closely corresponding to the current valuation of the financial instrument on its own market.

1.9 **General**

1.9.1 Underwriting and sub-underwriting contracts and placings may not be entered into for the account of the Company.

1.9.2 Cash or near cash must not be retained in the scheme property of the Company except in order to enable the pursuit of its 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 its investment objectives.

1.9.3 The aggregate value of investments in deposits and cash may be up to 100% of the value of the scheme property (to the extent that this would not affect its ability to be held within the stocks and shares component of a PEP or ISA).

1.9.4 Leverage is limited to overdraft use and the gross exposure from EPM techniques. Although the ACD may use derivatives for EPM, no collateral arrangements are currently in place and no asset re-use arrangements are in place.

1.9.5 The maximum leverage expressed as the ratio of the exposure to net asset value using the commitment method is 1.1:1 and using the gross method 2:1, unless disclosed separately in Appendix 1..

2 **Stock lending**

2.1 The Company or the Depositary may enter into a repo contract, or a stock lending arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992 but only if:

- a) all the terms of the agreement under which securities are to be reacquired by the Depositary for the account of the Company are in a form which is acceptable to the Depositary and are in accordance with good market practice including the right to recall any security lent and terminate any such agreement immediately and subject to the limits of the use of repo transactions under the ESMA Guidelines on ETFs and Other UCITS Issues;

- b) the counterparty is an authorised person or a person authorised by a home state regulator or otherwise permitted under COLL; and
- c) collateral is obtained to secure the obligation of the counterparty under the terms referred to in (a) above, will be held in safe keeping by the Depositary. It must be acceptable to the Depositary and must also be adequate and sufficiently immediate as set out in COLL. These requirements do not apply to a stock lending transaction made through Euroclear Bank SA/NV's Securities Lending and Borrowing Programme.

2.2 The ACD has, however, decided not to utilise these techniques for the foreseeable future. Should this change, the Prospectus will be updated accordingly and any related costs or fees arising from this activity will be disclosed along with the identity of the entity(ies) that these are to be paid to.

3 **Borrowing powers**

3.1 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.

3.1.1 The ACD must ensure that borrowing does not, on any Dealing Day, exceed 10% of the value of the scheme property of the Company.

These borrowing restrictions do not apply to “back to back” borrowing.

APPENDIX 3

Eligible Securities Markets

The Company may deal through securities markets established in the UK and in an EEA Member 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 4.

UK and Ireland	Alternative Investment Market
Australia	The Australian Securities Exchange
Channel Islands	The Channel Islands Stock Exchange
Hong Kong	The Hong Kong Exchange
India	National India
Japan	The Tokyo Stock Exchange
Peru	The New York Stock Exchange
Russia	Moscow MICEX
Singapore	The Singapore Stock Exchange
United States	NYSE MKT NYSE Euronext NASDAQ OMX PHLX The United States Bond Market

NASDA

APPENDIX 4

Eligible Derivatives Markets

1. American Stock Exchange
2. London International Financial Futures Exchange
3. New York Futures Exchange
4. New York Mercantile Exchange
5. New York Stock Exchange
6. Euronext Paris
7. Tokyo Stock Exchange
8. Tokyo International Financial Futures Exchange (TIFFE)
9. Toronto Futures Exchange
10. Toronto Stock Exchange

APPENDIX 5

Directory

The Company and Head Office

MGTS AFH Tactical Core Fund
1 Sovereign Court
Graham Street
Birmingham
B1 3JR

Authorised Corporate Director

Margetts Fund Management Limited
1 Sovereign Court
Graham Street
Birmingham
B1 3JR

Investment Manager

AFH Independent Financial Services Limited
AFH House
Buntsford Drive
Stoke Heath
Bromsgrove
Worcestershire
B60 4JE

Administrator and Registrar

Margetts Fund Management Ltd
1 Sovereign Court
Graham Street
Birmingham
B1 3JR

Depositary

The Bank of New York Mellon (International) Limited
One Canada Square
London
E14 5AL

The Auditor

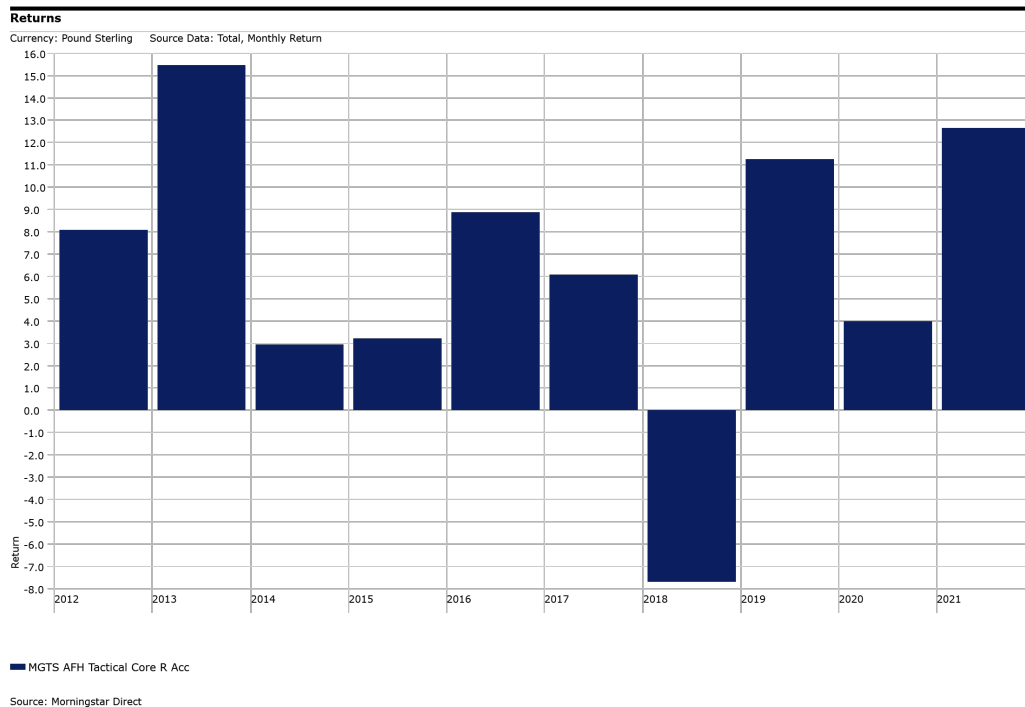
Shipleys LLP
Orange Street
Haymarket
London
WC2H 7DQ

APPENDIX 6

Past Performance

The historical performance of the Fund is as follows together with the historical performance of the relevant benchmark(s), where applicable, for the Fund provided for comparison purposes. Annual performance for the Fund is shown after the deduction of the annual management charge. Past performance is not necessarily a guide to future performance. The value of investments and the income from them can go down as well as up and Shareholders may not get back the amount originally invested.

The bar chart below shows the performance of the Fund for each twelve month period from 01 January 2012. The line graph shows the cumulative performance of the Fund since launch to 19 November 2021. These are based on net return with income reinvested.



Investment Growth

Time Period: 19/11/2009 to 19/11/2021

Currency: Pound Sterling Source Data: Total Return



— MGTS AFH Tactical Core R Acc

104.1%

Source: Morningstar Direct

WARNING: The value of investments can fall as well as rise. Past performance is not a guide to possible future performance.

APPENDIX 7

List of Directors of the ACD

Directors of Margetts Fund Management Limited:

Executive

T.J. Ricketts

M.D Jealous

Non-Executive

J.M. Vessey

N. Volpe