Schroders

Schroder Unit Trusts Limited

Prospectus

6 November 2019

United Kingdom

SUTL Cazenove Charity UCITS Fund

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Schroder Unit Trusts Limited
Internet Site: http://www.schroders.co.uk

Important information

SUTL Cazenove Charity UCITS Fund (the Trust) is an umbrella unit trust registered in England and Wales, authorised by the Financial Conduct Authority (FCA) and registered with the Charity Commission for England and Wales (Charity Commission). The Trust may launch sub-trusts (the Funds) from time to time

This Prospectus has been prepared in accordance with the rules contained in the Collective Investment Schemes Sourcebook (COLL) which forms part of the FCA Handbook of Rules and Guidance (the Regulations). It complies with the requirements of COLL 4.2. This Prospectus is dated, and is valid as at 6 November 2019.

Copies of this Prospectus have been sent to the FCA, the Trustee and the Charity Commission.

This Prospectus relates to the following Funds of the Trust:

Fund	Date authorised	FCA Product Reference Number
SUTL Cazenove Charity Equity Value Fund	01/05/2018	807966
SUTL Cazenove Charity Equity Income Fund	01/05/2018	807965
SUTL Cazenove Charity Bond Fund	01/05/2018	807964

All Funds have been authorised by the FCA.

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Definitions

Accumulation Unit

a Unit which accumulates the income arising in respect of that Unit so that it is reflected in the value of that Unit

Base Currency

the currency in which the Units, the accounts and the Unitholder's statement will be expressed (in each case GBP (£))

Business Day

a week day on which banks and the London stock exchanges are normally open for business in the UK. If the London Stock Exchange is closed as a result of a holiday or for any other reason, or there is a holiday somewhere else or any other reason which impedes the calculation of the fair market value of the Fund or a significant position thereof, the Manager may decide that any business day shall not be construed as such

Charity

(a) a charity within the meaning of Section 1 of the Charities Act; or (b) an organisation which is a charity as defined in paragraph 1(1) Schedule 6, Finance Act 2010

Charity Commission

the Charity Commission for England and Wales

COLL

the Collective Investment Schemes Sourcebook, issued by the FCA, which provides a regime of product regulation for authorised funds and sets appropriate standards of protection for investors by specifying a number of product features of authorised funds and how they are to be operated

Custodian

J.P. Morgan Chase Bank N.A (London Branch)

Dealing Day

a Business Day which does not fall within a period of suspension of calculation of the net asset value per Unit of the relevant class or of the net asset value of the relevant Fund (unless stated otherwise in this Prospectus) and such other day as the Manager may, with the consent of the Trustee, decide from time to time

Eligible Investor

any person who is and who will remain, throughout the period for which the person is a Unitholder, a Charity

ESMA

European Securities and Markets Authority

EUWA

European Union (Withdrawal) Act 2018

FCA

Financial Conduct Authority

Funds

all the authorised unit trust funds listed in this Prospectus or, where the singular is used, any one of those funds

GBP (£)

pounds sterling

Income Unit

a Unit which distributes its income

Investment Adviser

a discretionary fund manager to one or more of the Funds

Manager

Schroder Unit Trusts Limited (SUTL)

Net Asset Value

the value of the scheme property attributable to a Fund (or the Company) less the liabilities of the Fund (or the Company) as calculated in accordance with the Company’s Instrument of Incorporation and the FCA Rules

Portfolio Currency

the currency or currencies of the assets in which a Fund is invested

Regulations

the rules as set forth by the FCA in its Handbook of Rules and Guidance

Trust Deed

the document constituting the Trust

Trustee

J.P. Morgan Europe Limited

UCITS

an "undertaking for collective investment in transferable securities" (a) established in an EEA State, within the meaning of points a) and b) of Article 1(2) of the UCITS IV Directive; or (b) (from the date on which the EUWA come into effect) established in an EEA state or the UK, within the meaning of section 236A of the Financial Services and Markets Act 2000, as amended

UCITS Directive

Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended, on the coordination of laws, regulations and administrative provisions relating to UCITS

Unit

a unit in a Fund (or a fraction)

Unitholder

a holder of a Unit in a Fund being a Charity

UK

United Kingdom

US Person

any person defined as a US person under Regulation S of the United States Securities Act 1933

USA or US

the United States of America (including the States and the District of Columbia), its territories, its possessions and any other areas subject to its jurisdiction

Management

Manager

The manager of the Trust is Schroder Unit Trusts Limited, a company incorporated on 2nd April 2001 in England and Wales and authorised by the FCA with effect from December 2001. The Trust and its Funds have an unlimited duration.

The Manager has established remuneration policies for those categories of staff, including senior management, risk takers, control functions, and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers whose professional activities have a material impact on the risk profiles of the Manager, that:

- are consistent with and promote sound and effective risk management and do not encourage risk taking which is inconsistent with the risk profiles of the Funds; and
- are in line with the business strategy, objective values and interests of the Manager and which do not interfere with the obligation of the Manager to act in the best interests of the Funds.

Schroders has an established Remuneration Committee consisting of independent non-executive directors of Schroders plc. The Committee met four times during 2018. Their responsibilities include recommending to the board of Schroders plc the Schroders group policy on directors' remuneration, overseeing the remuneration governance framework and ensuring that remuneration arrangements are consistent with effective risk management. The role and activities of the Committee and their use of advisors are further detailed in the Remuneration Report and the Committee's Terms of Reference (both available on the Schroders group website).

The Manager delegates responsibility for determining remuneration policy to the Remuneration Committee of Schroders plc. The Manager defines the objectives of each Fund it manages and monitors adherence to those objectives and conflict management. The Remuneration Committee receives reports from the Manager regarding each Fund's objectives, risk limits and conflicts register and the performance against those measures. The Remuneration Committee receives reports on risk, legal and compliance matters from the heads of those areas in its consideration of compensation proposals, which provides an opportunity for any material concerns to be escalated.

A summary of the remuneration policy of the Manager and related disclosures is at www.schroders.com/remuneration-disclosures. A paper copy is available free of charge upon request.

Registered Office

1 London Wall Place,
London EC2Y 5AU

Share Capital

Issued £9,000,001
Paid up £9,000,001

Directors

G. Henriques (Chairman)

J. Barker
P. Chislett
P. Middleton
C. Thomson
P. Truscott
J.A. Walker-Hazell
H. Williams

None of the above is engaged in any significant business activity which is not connected with the business of the Manager or any of its Associates.

Ultimate Holding Company

Schroders plc, a company incorporated in England and Wales

Investment Management

The Manager has delegated investment management of the Funds to the Investment Adviser set out below in relation to each Fund as set out in Appendix III:

Schroder Investment Management Limited

The Manager and the Investment Adviser are subsidiary companies of Schroders plc.

Schroder Investment Management Limited

Schroder Investment Management Limited is a company incorporated in England and Wales, whose registered office and principal place of business is at 1 London Wall Place, London, EC2Y 5AU. Schroder Investment Management Limited is authorised by the FCA.

Terms of Agreement with Manager

The appointment of the Investment Adviser has been made under an agreement between the Manager and the Investment Adviser. The Investment Adviser has full discretionary powers over the investment of the property of the Funds subject to the overall responsibility and right of veto of the Manager. The agreement between the Manager and Investment Adviser may also be terminated with immediate effect when this is in the interests of Unitholders.

Principal Activities of the Investment Adviser

The principal activities of the Investment Adviser are fund management and investment advice. The Investment Adviser is authorised to deal on behalf of the Funds. The Investment Adviser shall be entitled to receive for its own account by way of remuneration for its services a fee of such amount and payable on such basis as shall be agreed in writing from time to time between the parties.

Administration

Trustee and Custodian

The Trustee for Trust and its Funds is J.P. Morgan Europe Limited (the Trustee). The Trustee is a company limited by shares and incorporated in England and Wales. It is authorised by the FCA.

The Trustee is entrusted with the safekeeping of each Fund's assets. The Trustee has appointed J.P. Morgan Chase Bank N. A (London Branch) as the Custodian of the property of the Trust and its Funds. The Trustee also ensures that each Fund's cash flows are properly monitored, and in particular that the subscription monies have been received and all cash of a Fund has been booked in the cash account in the name of the Fund or the Custodian on behalf of the Fund.

All cash, securities and other assets constituting the assets of a Fund shall be held under the control of the Trustee on behalf of the Fund and its Unitholders. The Trustee shall ensure that the issue and redemption of Units in a Fund and the application of the Fund's income are carried out in accordance with the provisions of UK law and the Trust Deed, and the receipt of funds from transactions in the assets of the Fund are received within the usual time limits. In addition, the Trustee shall:

(A) ensure that the sale, issue, repurchase, redemption and cancellation of the Units of a Fund are carried out in accordance with the Regulations and the Trust Deed;

(B) ensure that the value of the Units of a Fund is calculated in accordance with the Regulations and the Trust Deed;

(C) carry out the instructions of the Manager, unless they conflict with UK law or the Trust Deed;

(D) ensure that in transactions involving a Fund’s assets any consideration is remitted to a Fund within the usual time limits; and

(E) ensure that a Fund’s income is applied in accordance with the Regulations and the Trust Deed.

The Trustee regularly provides the Manager with a complete inventory of all assets of the Funds.

The Trustee may, subject to certain conditions and in order to more efficiently conduct its duties, delegate part or all of its safekeeping duties over a Fund's assets including but not limited to holding assets in custody or, where assets are of such a nature that they cannot be held in custody, verification of the ownership of those assets as well as record-keeping for those assets, to one or more third-party delegates appointed by the Trustee from time to time.

The Trustee shall exercise due skill, care and diligence in choosing and appointing the third-party delegates and in the periodic review and ongoing monitoring of any such third-party delegates and of the arrangements of the third party in respect of the matters delegated to it.

The liability of the Trustee shall not be affected by the fact that it has entrusted all or some of a Fund's assets in its safekeeping to such third-party delegates.

In the case of a loss of a financial instrument held in custody, the Trustee shall return a financial instrument of an identical type or the corresponding amount to a Fund without undue delay, except if such loss results from an external event beyond the Trustee's reasonable control and the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

A list of the third party delegates appointed by the Trustee is set out in Appendix VIII.

The amounts paid to the Trustee and Custodian will be shown in each Fund’s report and accounts.

Conflicts of Interest

As part of the normal course of global custody business, the Trustee may from time to time have entered into arrangements with other clients, funds or other third parties for the provision of safekeeping, fund administration or related services. Within a multi-service banking group such as JPMorgan Chase Group, from time to time conflicts may arise (i) from the delegation by the Trustee to its safekeeping delegates or (ii) generally between the interests of the Trustee and those of a fund, its Unitholders or the Manager; for example, where an affiliate of the Trustee is providing a product or service to a fund and has a financial or business interest in such product or service or receives remuneration for other related products or services it provides to the funds such as foreign exchange, securities lending, pricing or valuation, fund administration, fund accounting or transfer agency services. In the event of any potential conflict of interest which may arise during the normal course of business, the Trustee will at all times have regard to its obligations under applicable laws including Article 25 of the UCITS V Directive.

Up-to-date information regarding the description of the Trustee’s duties and of conflicts of interest that may arise therefrom as well as from the delegation of any safekeeping functions by the Trustee will be made available to Unitholders on request at the Manager's registered office.

Registered Office of the Trustee

25 Bank Street,
Canary Wharf,
London E14 5JP

Head Office of the Trustee

Chaseside,
Bournemouth BH7 7DA

Ultimate Holding Company of the Trustee

JPMorgan Chase & Co., a company incorporated in Delaware, USA

Principal office for unit trust business of the Trustee

Chaseside,
Bournemouth BH7 7DA

Principal Business Activity of the Trustee

To act as trustee and depositary of collective investment schemes

Delegation of Services by the Manager

Fund Accounting:

The Manager has delegated the functions of fund accounting services and valuation and pricing to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, London E14 5JP.

Customer Enquiries:

The Manager has delegated the functions of Customer Enquiries, Contract Settlement, Unit Issues and Redemptions, Distribution of Income and Record Keeping to DST Financial Services International Limited, DST House, St Nicholas Lane, Basildon, Essex SS15 5FS.

Auditor

The auditor of the Funds is PricewaterhouseCoopers LLP whose principal place of business is at Atria One, 144 Morrison Street, Edinburgh, EH3 8EX.

Register of Unitholders

The Manager is responsible for maintaining the register for each Trust. It has delegated certain registrar functions to DST Financial Services International Limited, DST House, St Nicholas Lane, Basildon, Essex SS15 5FS.

Section 1

1. The Funds

1.1. Structure

The Trust was established by a Trust Deed (the Trust Deed), dated 1 May 2018, between the Manager and the Trustee. The Trust is structured as an "umbrella" Unit Trust, meaning that different sub-trusts (the Funds) may exist within the Trust. New Funds may be established from time to time by the Manager with the agreement of the Trustee and the approval of the FCA. On the establishment of a new Fund, an updated Prospectus and Trust Deed will be prepared setting out the relevant information concerning the new Fund.

Under the umbrella unit trust structure, the assets of any particular Fund are treated as separate from those of every other Fund, commonly described as segregated liability, and will be invested in accordance with that Fund's own investment objective and policy (for further information on segregated liability refer to the "Umbrella structure of the Trust and Cross Liability Risk" section of the Risk Warnings).

The Funds are authorised unit trusts and are constituted pursuant to COLL. Each Fund is a UCITS scheme for the purposes of the categorisations of COLL.

The Trust is a Charity registered with the Charity Commission. It is established exclusively to further the charitable purposes of the Charities that directly or indirectly hold units in the Funds from time to time.

The investment object of the Trust as stated in the Trust Deed is to invest the property of the Trust with the aim of spreading investment risk and giving Unitholders the benefit of the results of the management of that property. Unitholders hold Units which reflect the value of the assets, held by a Fund. Unitholders will in no event be liable for the debt, if any, of the Funds.

The terms of the Trust and its Funds may, subject to the provisions of and in accordance with COLL, be amended from time to time. In all cases, amendments will be notified to Unitholders. For all amendments that are not significant or fundamental, Unitholders will be informed at or after the date the amendment will take place.

Where amendments are deemed by the Manager to be significant to a Fund, Unitholders will be provided with at least 60 days' prior notice before the amendment.

Where the amendments are deemed by the Manager to be fundamental to the Fund, Unitholders will be required to approve the change by way of an extraordinary resolution at a meeting of Unitholders.

1.2. Eligibility to Participate

Only Eligible Investors will be eligible to invest in Funds of the Trust. Units of each Fund will only be marketed to Eligible Investors (or persons acting on their behalf). Unitholders and prospective Unitholders will be required to provide such information and/or documentation as the Manager requires, to enable the Manager to satisfy itself that such Unitholders or potential Unitholders are, and continue to be, Eligible Investors, and are permitted to hold Units in a Fund. The Manager will require evidence of the charitable status of applicants and may defer the issue of units until such time as the status of the applicant has been confirmed. The registered charity number or the HM Revenue & Customs exemption number (prefixed by an 'x', 'xn', or 'xr') must be supplied.

The Manager may impose or relax restrictions on any Units and, if necessary, require redemption of Units to ensure that Units are neither acquired nor held by or on behalf of any person in breach of the law or requirements of any country or government or regulatory authority or which might have adverse taxation or other pecuniary consequences for a Fund including a requirement to register under the laws and regulations of any country or authority. The Manager may in this connection require an investor to provide such information as they may consider necessary to establish whether the investor is the beneficial owner of the units which they hold.

If it comes to the attention of the Manager at any time that Units are owned by an investor that the Manager deems to be ineligible, the Manager will have the right to compulsorily redeem such units.

1.3. The Advisory Committe

Under the terms of the Trust Deed, an advisory committee (the Advisory Committee) has been appointed in relation to the Trust. The Advisory Committee is a consultative body only with no executive powers and is independent of the Manager and the Trustee. The Advisory Committee represents the interests of Unitholders in the Trust and consults with and makes representations to the Manager and to the Trustee in respect of the management and administration of the Trust, including (without limitation) in relation to the appointment by the Manager and the Trustee of delegates providing key services in respect of the Trust; the investment objective and policy of the Funds; the income distribution policy of the Funds; and the fees and charges borne or to be borne by any class of Units of a Fund (including any changes proposed to the fees and charges.

The following persons are members of the Advisory Committee of the Trust (the Advisory Committee).

M. Pomery (Chairman)
C. Brown
D. Gibbons
R. Hills
C. Fraser
J. Brooke Turner

The Advisory Committee will comprise persons who have relevant experience in either or both charity finance and investment management. It will have a minimum of four members and a maximum of six members. The standard term of service will be five years and the Advisory Committee will meet at least twice in each calendar year. The quorum for the Advisory Committee will be three members present at a meeting.

New members of the Advisory Committee or members seeking reappointment to the Advisory Committee may be appointed at a meeting of the Advisory Committee by a majority decision. Prospective members of the Advisory Committee can be nominated by the Advisory Committee, the Manager or the Trustee. Unitholders may also nominate themselves for election to the Advisory Committee by applying to the Secretary of the Advisory Committee (the

Secretary) in writing. The Secretary will contact Unitholders inviting nominations when vacancies arise. The deadline for receiving such nominations will be at least 14 days before the Advisory Committee meets to make such appointment decisions. The Advisory Committee must give at least 21 days' notice of such meetings.

New members may be appointed not more than one calendar month before the term of an existing Advisory Committee member expires with effect from the date of expiry but so that the latter shall not vote on the matter of his own reappointment.

A member of the Advisory Committee may stand down or be stood down from the Advisory Committee if he or she:

(A) is absent from at least three consecutive ordinary meetings of the Advisory Committee; or

(B) is incapacitated; or

(C) resigns by giving notice in writing to the Advisory Committee; or

(D) is given notice in writing by the Advisory Committee indicating the cessation of his or her membership, following a majority decision by the Advisory Committee to retire that member.

The Advisory Committee at their first ordinary meeting in each year shall elect one of their number to be Chairman of their meetings until the commencement of the first ordinary meeting in the following year. The Chairman shall always be eligible for re-election. If at any meeting the Chairman is not present within 10 minutes after the time appointed for holding the same or there is no Chairman, the Advisory Committee members present shall choose one of their number to be Chairman of the meeting.

A special meeting of the Advisory Committee may be called at any time by the Chairman or any two Committee members giving not less than 4 days' notice to the Advisory Committee members of the matters discussed, but if the matters include an appointment of a Committee member then upon not less than 21 days' notice being so given. A special meeting may, but need not, be summoned to take place immediately before or after an ordinary meeting.

Advisory Committee members shall be entitled to be paid out of the property of the Funds any reasonable costs or expenses incurred by them in carrying out their duties including the cost of remunerating any secretary appointed. Such reasonable costs or expenses may be drawn proportionately from the property of the Funds as and when they occur.

The Advisory Committee may request the Manager to include a statement in the annual report and accounts which may cover such matters as:

- how the Advisory Committee is discharging its role and responsibilities;
- any observations the Advisory Committee have made on how the Manager has carried out its functions during the annual accounting period; and
- any other matters the Advisory Committee considers of interest to the Unitholders.

The Manager or Trustee must convene an Extraordinary General Meeting of Unitholders if it receives a notice from the Advisory Committee which:

- states the objects of the meeting;
- is dated; and
- is signed by or on behalf of the Advisory Committee.

The Manager or the Trustee must ensure the Extraordinary General Meeting of a Fund takes place no later than eight weeks after receipt of such a notice.

1.4. Classes of Units

Unitholders are entitled to participate in the property of a Fund and the income from that property in proportion to the number of undivided shares in the Fund represented by the Units held by them. The nature of the right represented by Units is that of a beneficial interest under a trust.

The Trust Deed permits the issue of a number of different classes and types of Units. At the moment, each class may be made available as either Income Units and/or Accumulation Units. An Income Unit represents one undivided Unit which distributes its income and an Accumulation Unit represents an undivided Unit with the income arising from that undivided Unit being reflected in the Accumulation Unit value. The classes and types of Units that are currently available are stated in Appendix III.

Each class of Unit described in Appendix III may vary in characteristics such as whether it accumulates or pays out income or attracts different fees and expenses, and as a result of this monies may be deducted from classes in unequal proportions. In these circumstances the proportionate interests of the classes within a Fund will be adjusted in accordance with the provisions of the Trust Deed of that Fund relating to proportion accounts, details of which are set out in under the section entitled "Proportion Accounts" below.

The Trustee may create one or more classes of Units as instructed from time to time by the Manager. The creation of additional Unit classes will not result in any material prejudice to the interests of Unitholders of existing Unit classes.

1.4.1. A Units

The target market for A Units is UK registered Charities.

1.4.2. S Units

S Class Income and S Class Accumulation Units are available at the Manager's discretion to certain clients of the Schroders group wealth management business that qualify as Charities. Before the Manager can accept a subscription into S Units, a legal agreement must be in place between the investor and the relevant entity within the Schroders group wealth management business containing terms specific to investment in the S Units.

In the event that a Unitholder of the S Unit ceases to be a client of the Schroders group wealth management business, the Unitholder will cease to be eligible to hold S Units and the Manager will compulsorily switch the Unitholder into the most appropriate Income and/or Accumulation (as appropriate) Unit class of the Fund. This means that the switch of S Units will be automatic without the need for Unitholders to submit a switching request to the Manager. Instead, by subscribing for S Units, Unitholders irrevocably permit the Manager to switch S Units on their behalf should they cease to be eligible to invest in the S Units.

1.4.3. Proportion Accounts

If more than one type of Unit class is in issue in a Fund, the proportionate interests of each class in the assets and income of the Fund shall be ascertained as set out in the Trust Deed, the relevant provisions being set out as follows:

A notional account will be maintained for each class. Each account will be referred to as a "Proportion Account".

The word "proportion" in the following paragraphs means the proportion which the balance on a Proportion Account at the relevant time bears to the balance on all the Proportion Accounts of a Fund at that time. The proportionate interest of a class of Unit in the assets and income of a Fund is its "proportion".

These will be credited to a Proportion Account:

- the subscription money (excluding any initial charges) for the issue of Units of the relevant class;
- that class's proportion of the amount by which the Net Asset Value of the Fund exceeds the total subscription money for all Units in the Fund;
- that class's proportion of the Fund's income received and receivable; and
- any notional tax benefit.

These will be debited to a Proportion Account:

- the redemption payment for the cancellation of Units of the relevant class;
- the class's proportion of the amount by which the Net Asset Value of the Fund falls short of the total subscription money for all Units in the Fund;
- all distributions of income (including equalisation if any) made to Unitholders of that class;
- all costs, charges and expenses incurred solely in respect of that class;
- that class's share of the costs, charges and expenses incurred in respect of that class and one or more other classes in the Fund, but not in respect of the Fund as a whole;
- that class's share of the costs, charges and expenses incurred in respect of or attributable to the Fund as a whole; and
- any notional tax liability.

Any tax liability in respect of the Fund and any tax benefit received or receivable in respect of the Fund will be allocated between classes in order to achieve, so far as possible, the same result as not materially to prejudice any class. The allocation will be carried out by the Manager after consultation with the Fund's auditors.

The Proportion Accounts are notional accounts maintained for the purpose of calculating proportions. They do not represent debts from the Fund to Unitholders or the other way round.

Each credit and debit to a Proportion Account shall be allocated to that account on the basis of that class's proportion immediately before the allocation. All such adjustments shall be made as are necessary to ensure that on no occasion on which the proportions are ascertained is any amount counted more than once.

When Units are issued thereafter each such Unit shall represent the same proportionate interest in the property of the Fund as each other Unit of the same category and class then in issue in respect of that Fund.

Each Fund shall allocate the amount available for income allocation (calculated in accordance with COLL) between the Units in issue relating to the Fund according to the respective proportionate interests in the property of the Fund represented by the Units in issue at the valuation point in question.

Section 2

2. Dealing in Units

2.1. Buying and Selling Units

The dealing office of the Manager is open from 9.00 a.m. until 5.30 p.m. each Business Day during which the Manager may receive requests for the buying and selling of Units. The time and price at which a deal takes place depends on the requirements of COLL affecting the pricing of Units.

Instructions accepted by the Manager before the valuation point as specified in Appendix III, will normally be executed at the relevant price per Unit, as defined below under paragraph 2.2.5, calculated on that Dealing Day (less any applicable redemption charge).

With the consent of the Trustee, the dealing office of the Manager may be open on days other than Business Days. On these other days, restrictions may be added to the opening hours and the types of business accepted.

The Units in the Funds are not listed or dealt in on any investment exchange.

2.1.1. Buying

Units in a Fund may be purchased by sending a completed application form to the Manager or by telephoning **0800 718 788** (Dealing). Please note that telephone calls may be recorded. In addition, the Manager may from time to time make arrangements to allow Units to be bought online or through other communication media. The Manager may accept transfer of title by electronic communication.

A contract note giving details of the Units purchased will be issued no later than the next Business Day after the Dealing Day on which an application to purchase Units is valued by the Manager.

The Manager will not accept an application for Units to the value of less than the minimum subscription amount as defined in Appendix III. If a holding falls below the minimum holding then the Manager reserves the right to redeem the Units on behalf of the Unitholder. The Manager reserves the right to reduce or waive the minimum investment levels.

The Manager reserves the right to reject, on reasonable grounds, any application for Units in whole or in part. The Manager will return any money sent, or the balance, for the purchase of Units, at the risk of the applicant.

Please refer to Appendix III for details of any initial offer periods that apply to a new Fund.

2.1.2. Pricing Basis

The Manager currently deals daily on a forward pricing basis, i.e. at prices calculated by reference to the value of the property of a Fund at the next valuation point.

2.1.3. Certificates and Title

Certificates are not issued to Unitholders. Title to Units is evidenced by the entry on the register of Unitholders of the relevant Fund(s). Details of the register of Unitholders can be found under “Administration” above.

2.1.4. Selling

At any time during a Dealing Day when the Manager is willing to sell Units it must also be prepared to buy back Units. The Manager may refuse to buy back a certain number of Units if the redemption will mean that the Unitholder is left holding Units with a value of less than the minimum initial subscription amount.

Requests to sell Units in a Fund may be made by sending clear written instructions to the Manager or by telephoning on **0800 718 788** (Dealing). Please note that telephone calls may be recorded. In addition, the Manager may from time to time make arrangements to allow Units to be sold online or through other communication media. The Manager may accept transfer of title by electronic communication.

A contract note giving details of the number and price of the Units sold back to the Manager will be sent to Unitholders no later than the next Business Day after the Units were valued. In the event that the Manager requires a signed form of renunciation, a form of renunciation will be attached. Redemption cheques will be issued within four Business Days of receipt by the Manager of the instruction and, if appropriate, the duly completed documentation.

2.1.5. Switching

A Unitholder may switch all or some of his or her Units within classes of the same Fund or for Units of any class within a different Fund. A switch involves the sale of the original Units and the purchase of new Units on the same Dealing Day. The number of new Units issued will be determined by reference to the respective prices of the old and new Units at the valuation point applicable when the old Units are sold and the new Units are bought.

If the switch results in a Unitholder holding a number of old Units or new Units of a value which is less than the minimum holding of the Fund concerned, the Manager may, at its discretion, convert the whole of the Unitholder’s holdings of old Units to new Units or refuse to effect any switch of the old Units. No switch will be made during any period when the right of Unitholders to require the redemption of their Units is suspended. The general provisions on selling Units shall apply equally to a switch.

Requests to switch Units may be made by sending a completed application form to the Manager. In addition, the Manager may from time to time make arrangements to allow Units to be switched online or through other communication media. The Manager may accept transfer of title by electronic communication.

When a Unitholder wishes to transfer Units to another Charity, rather than sell its Units, it may make such request in writing to the Manager, naming the Charity which is to be the recipient of the Units. The Manager will require evidence of the charitable status of the Charity to which the transfer is to be made and a written instruction to transfer the Units signed by the Charity from which the transfer is being made. Please see Appendix V for the pricing policy applicable where a switch is made.

2.1.6. In-specie Transfers

A Unitholder who requests the subscription or redemption of a number of Units representing in value not less than £ 1,000,000 may (either at his request or by election of the

Manager) receive in respect of such redemption an in-specie transfer out of the property of the Fund in question in accordance with the Regulations. This minimum may be waived at the Manager's discretion, in respect of subscriptions or redemptions. All in-specie transfers will be at the discretion of the Manager and Trustee, and the Manager must have taken reasonable care to ensure that the property concerned would not be likely to result in any material prejudice to the interests of Unitholders.

2.1.7. Transfers of Units between Charities

Unitholders may request a transferring of Units to another Charity by sending a complete stock transfer form to the Manager.

2.2. Pricing of Units

2.2.1. Valuation Point

The valuation points of the Funds are stated in Appendix III. Funds are valued on Business Days. This is with the exception of Christmas Eve and New Year's Eve or the last Business Day prior to those days annually, when the valuation may be carried out at a time agreed in advance between the Manager and the Trustee.

For non Business Days, valuations may be carried out at a time agreed in advance between the Manager and the Trustee.

The Manager may also, if the Trustee agrees, change the valuation point on any day. The Manager may also carry out an additional valuation, if the Manager believes that due to exceptional circumstances there is good and sufficient reason to do so, having regard to the interests of Unitholders or potential Unitholders.

2.2.2. Valuation of Property

The valuation determines the Net Asset Value of the Funds. Funds are single priced.

Please see Appendix V for a description of how the value of the property of each Fund is determined.

2.2.3. Publication of Prices

The most recent buying and selling prices will appear daily on Cazenove Capital's website: www.cazenovecapital.com/charities. This is our primary method of price publication.

2.2.4. Equalisation

When an incoming Unitholder purchases a Unit during an accounting period, part of the purchase price will reflect the relevant share of accrued income in the Net Asset Value of the Fund. The first allocation of income in respect of that Unit refunds this amount as a return of capital. The amount of income equalisation is calculated by dividing the aggregate of the amount of income included in the creation price of Units of the type in question issued or re-issued in a grouping period by the number of those Units and applying the resulting average to each of the Units in question.

Grouping periods are consecutive periods within each annual accounting period, being the interim or half yearly accounting periods (including the period from the end of the last interim or half yearly accounting period in an annual accounting period to the end of that annual accounting period) as specified in Appendix III. If there is no distribution of income at the interim or half yearly accounting periods, the periods for grouping of Units will be annual accounting periods. Grouping is permitted by the Trust Deed for the purposes of equalisation.

2.2.5. Calculation of Net Asset Value

The value of the property of each Fund shall be determined in accordance with the relevant rules set out in Appendix V.

2.3. Suspension or Deferrals

2.3.1. Suspension

The Manager may, if the Trustee agrees, or shall if the Trustee so requires, temporarily suspend the issue, cancellation, sale and redemption of Units if the Manager or Trustee (in the case of any requirement by the Trustee), believes that due to exceptional circumstances there is good and sufficient reason to do so, having regard to the interests of Unitholders or potential Unitholders. During the suspension none of the obligations in COLL 6.2 (Dealing) will apply but the Manager will comply with COLL 6.3 (Valuation and Pricing) during the period of suspension to the extent practicable in light of the suspension.

On suspension, the FCA shall be immediately notified and as soon as practicable given written confirmation of the reasons for the suspension. Unitholders will be notified of any suspension as soon as practicable after the suspension commences, including details of the exceptional circumstances which have led to the suspension and giving Unitholders details of how to find further information about the suspension.

The suspension shall only continue for as long as the Manager and Trustee deem it to be justified in the circumstances having regard to the interests of Unitholders. Where such suspension takes place, the Manager will publish details on its website or by other general means, giving sufficient details to keep Unitholders appropriately informed about the suspension, including, if known, its possible duration. The suspension will be reviewed at least every 28 days and the Manager and Trustee shall inform the FCA of the results of such review and of the proposed restart of dealings.

Re-calculation of dealing prices will commence on the Business Day immediately following the end of the suspension, at the relevant valuation point.

2.3.2. Deferred Redemption

The Trust permits deferral of redemptions in a Fund at a valuation point to the next valuation point where the requested redemptions exceed 10% of the Fund's value.

Redemptions not processed at a valuation point will be processed at the next valuation point.

Available Units to be redeemed will be bought back in equal values (up to the amounts requested) across all Unitholders who have sought to redeem Units at any valuation point at which redemptions are deferred. All deals relating to an earlier valuation point will be completed before those relating to a later valuation point are considered.

2.4. Market Timing Policy, Late Trading Policy and Fair Value Pricing

The Manager does not knowingly allow investments which are associated with market timing activities, as these may adversely affect the interests of all Unitholders.

In general, market timing refers to the investment behaviour of a person or group of persons buying, selling or switching Units on the basis of predetermined market indicators. Market timing may also be characterised by transactions that seem to follow a timing pattern or by frequent or large transactions in Units.

In practice, the underlying property of a Fund which invests in non-European markets or other collective investment schemes is usually valued on the basis of the last available price as at the time when the Net Asset Value of the property in the Fund in calculated. The time difference between the close of the markets in which the Fund invests, and the point of valuation, can be significant. For example, in the case of a US traded security, the last available price may be as much as 14 hours old. Market developments which could affect the value of these securities can occur between the close of the markets and the point of valuation, will therefore not normally be reflected in the Net Asset Value per Unit of the relevant Fund.

Accordingly, the Manager may, whenever it is deemed it to be appropriate and in the interests of Unitholders, implement one, or both of the following measures:

- to reject any application for switching and/or subscription of Units from Unitholders or potential unitholders whom it considers to be associated with market timing activity. In such circumstances the Manager may combine Units which are under common ownership or control for the purposes of ascertaining whether Unitholders can be deemed to be involved in such activities; and
- where a Fund is invested in markets which are closed for business at the time a Fund is valued, allow for the Net Asset Value per Unit to be adjusted to reflect more accurately the fair value of the Fund's underlying property at the point of valuation during periods of market volatility (fair value pricing)..

The Manager uses an independent agent to provide fair valuation analysis. The adjustment of the Net Asset Value per Unit of a Fund so as to reflect the fair value of the portfolio as at the point of valuation is an automated process. Adjustment factors are applied daily at an individual asset level to independently sourced market prices. The adjustment process covers all equity markets that are closed at the relevant Valuation Point and all Funds that have exposure to these markets are fair value priced. In applying fair value pricing, the Manager is seeking to ensure that consistent prices are applied across all relevant Funds. Fixed income and other asset classes are currently not subject to fair value pricing. Late Trading is not permitted. "Late Trading" is defined as the acceptance of a subscription, redemption or switch order received after the Fund's applicable valuation point for that Dealing Day. As such, orders will not be accepted using the price established at the valuation point for that Dealing Day if orders are received after that time. Late Trading will not include a situation in which the Manager is satisfied that orders which are received after the valuation point have been made by investors before then (e. g. where the transmission of an order has been delayed for technical reasons).

Where an adjustment is made as described above, it will be applied consistently to all classes of Units within the same Fund.

Section 3

3. General Information

3.1. Charges and Expenses

3.1.1. Manager's Charges

Initial Charge

The Manager is entitled under the Trust Deed to make an initial charge which is included in the issue price of the Units (the Initial Charge). The Initial Charge may be waived at the Manager's discretion. Details of the current Initial Charge (if any) of each Fund is set out in Appendix III.

Annual Management Charge

The Manager is also entitled under the Trust Deed to receive an annual management charge (the Annual Management Charge) out of the property of each Fund.

The Annual Management Charge is accrued on the prior day's Net Asset Value of the Fund (or, where Unit classes in addition to A Income Units and A Accumulation Units are available, on a class by class basis). For this purpose the value of a Fund is inclusive of the creations and cancellations which take effect as at the relevant valuation point. This charge is accrued daily and payable on, or as soon as is practicable after, the last Business Day in that calendar month. The current rates of the Annual Management Charge for each Fund is set out in Appendix III.

Administration Charge

The Manager does not currently make an administration charge.

Expenses and Remuneration of the Advisory Committee

The Advisory Committee members shall be entitled to be paid out of the property of the Trust any reasonable costs or expenses incurred by them in carrying out their duties.

Redemption Charge

The Trust Deed contains a provision for the Manager to impose a redemption charge but at present, there are no plans to introduce such a charge.

3.1.2. Increase in Initial Charge, Annual Management Charge or Administration Charge

An increase of the Initial Charge, Annual Management Charge or Administration Charge may be made by the Manager in consultation with the Advisory Committee). If the change is deemed by the Manager to be significant rather than a fundamental change, as set out in the provisions of COLL, the change may be made only after:

(A) giving 60 days written notice to the Unitholders (in the case of an increase of the Annual Management Charge or Administration Charge) or the regular savers (in the case of the Initial Charge); and

(B) the Manager revising the Prospectus to reflect the increase.

If the change is deemed fundamental, it will require the approval of the Unitholders.

3.1.3. Trustee's Fees and Expenses

The Trustee's remuneration, which is payable out of the assets of the Fund, is a periodic charge at such annual percentage of the value of the property of each Fund as set out below, with the property of each Fund (or, where classes in addition to A Income Units and A Accumulation Units are available, on a class by class basis), being valued and such remuneration accruing and being paid on the same basis as the Annual Management Charge. Currently, the Manager and the Trustee have agreed that the Trustee's remuneration in respect of each Fund shall be calculated on a sliding scale as follows:

On the first GBP 500 million	0.009%
On the next GBP 500 million	0.005%
On balances greater than GBP 1 billion	0.001%

The Trustee is also entitled to receive remuneration out of the property of each Fund, for performing or arranging for the performance of the functions conferred on the Trustee by the Trust Deed or COLL in respect of that Fund. The Trustee's remuneration under this paragraph shall accrue when the relevant transaction or other dealing is effected and shall be paid in arrears on the next following date on which payment of the Trustee's periodic charge is to be made or as soon as practicable thereafter. Currently the Trustee does not receive any remuneration or service charges under this paragraph.

The Trustee is permitted to increase its remuneration subject to the agreement of the Trustee and Manager. If the change materially increases the payment out of the Fund, written notice will be given to Unitholders in the same manner as for an increase to the Annual Management Charge.

Trustee's Expenses

In addition to the remuneration referred to above, the Trustee will be entitled to receive reimbursement for expenses properly incurred by it in the discharge of its duties or exercising any of the powers conferred upon it in relation to the Fund, subject to approval by the Manager.

The Trustee is also entitled to be reimbursed out of the property of the Fund in respect of remuneration charged by the Custodian for such services as the Manager, Trustee and the Custodian may from time to time agree, being services delegated to the Custodian by the Trustee in performing or arranging for the performance of the functions conferred on the Trustee by the Trust Deed or COLL. Remuneration charged under this paragraph shall accrue when the relevant transaction or other dealing is effected and shall be paid in arrears. Currently, the Custodian does not receive any remuneration under this paragraph.

3.1.4. Custodian's Fees and Expenses

The Custodian is entitled to receive reimbursement of its fees as an expense of the Fund. The Custodian's remuneration for acting as Custodian is calculated at an ad valorem rate determined by the territory or country in which the assets of the Fund are held. Currently, the lowest rate is 0.0005% and the highest rate is 0.4%. In addition, the Custodian makes a transaction charge determined by the territory or country in which the transaction is effected. Currently, these transaction charges range from £2 to £100 per transaction.

The Custodian is permitted to increase its remuneration subject to the agreement of the Trustee and Manager. If the change materially increases the payment out of the Fund, written notice will be given in the same manner as for an increase to the Annual Management Charge.

3.1.5. Other Expenses

No payments may be made out of the property of the Trust other than payments permitted by COLL and the following (to the extent of the actual amount incurred):

(A) broker's commission

(B) fiscal charges

(C) other disbursements which are:

(1) necessarily incurred in effecting transactions for the Fund; and

(2) normally shown in contract notes, confirmation notes and difference accounts as appropriate

(D) interest on borrowings permitted under COLL and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings

(E) taxation and duties payable in respect of the property of the Fund, the Trust Deed or the issue of Units

(F) any costs incurred in modifying the Trust Deed including costs incurred in respect of meetings of Unitholders convened for purposes which include the purpose of modifying the Trust Deed where the modification is:

(1) necessary to implement or necessary as a direct consequence of any change in the law (including changes to COLL); or

(2) expedient having regard to any change in the law made by or under any fiscal enactment and which the Manager and the Trustee agree is in the interest of Unitholders; or

(3) to remove from the Trust Deed obsolete provisions

(G) any costs incurred in respect of meetings of Unitholders convened by the Trustee or on a requisition by Unitholders not including the Manager or an associate of the Manager

(H) liabilities on unitisation, amalgamation or reconstruction arising in certain circumstances as set out in COLL

(I) the year end audit fee properly payable to the auditor and any additional audit fees incurred where the Manager reasonably believes that an additional audit is in the best interests of the Fund, together with any proper expenses of the auditor

(J) legal fees and any other proper expenses of the legal or professional advisers (plus value added tax);

(K) any reasonable costs or expenses incurred by members of the Advisory Committee in carrying out its duties or members of the Advisory Committee in carrying out their duties

(L) the periodic fees of the FCA under the Financial Services and Markets Act 2000 or the corresponding periodic fees of any regulatory authority in a country or territory outside the UK in which Units in the Fund are or may be marketed

(M) costs of establishing and maintaining the register and/or plan sub-register

(N) all charges and expenses incurred in relation to stock lending.

Subject to current HM Revenue & Customs regulations, Value Added Tax at the prevailing rate may be payable in connection with the Trustee’s remuneration, the Custodian’s remuneration and, where appropriate the expenses in A) to l) above.

The Funds do not currently undertake any stock lending activities. In the event that the Funds stock lend in the future, the payment paid to the stock lending agent will not exceed 17.5% of the gross income generated by the stock lending arrangements. The Manager may receive around 20% of the gross income generated from stock lending to cover administration services which are carried out and expenses properly incurred in supporting any stock lending activities. A minimum of 62.5% of the gross income generated from the stock lending activities will be applied to the scheme property for the benefit of the Funds and Unitholders.

3.1.6. Allocation of Charges and Expenses Between Funds

All charges and expenses will be charged to a Fund in respect of which they were incurred (and, within a Fund, charges and expenses will be allocated between Unit classes in accordance with the terms of issue of Units of those classes). Any charges and expenses not attributable to any one Fund will normally be allocated by the Manager to all Funds pro rata to the Net Asset Value of each Fund, although the Manager has discretion to allocate such charges and expenses in a different manner which it considers fair to Unitholders generally.

The net proceeds from subscriptions to a Fund will be invested in the specific pool of assets constituting that Fund. The Trust will maintain for each current Fund a separate pool of assets, each invested for the exclusive benefit of the relevant Fund. The Trust as a whole will be responsible for all obligations, whichever Fund such liabilities are attributable to, unless otherwise agreed with specific creditors.

To the extent that any scheme property, or any assets to be received as part of the scheme property, or any costs, charges or expenses to be paid out of the scheme property, are not attributable to one Fund only, the Manager will allocate such scheme property, assets, costs, charges or expenses between Funds in a manner which it considers to be fair to all Unitholders of the Trust.

Where a Fund has different classes, each class may attract different charges and so monies may be deducted from the scheme property attributable to such classes in unequal proportions. In these circumstances, the proportionate interests of the classes within a Fund will be adjusted accordingly.

3.1.7. Exemption from Liability to Account for Profits

The Manager, Trustee and Custodian are not liable to account to the Unitholders of any Fund for any profits or benefits that they make or receive that are derived from or in connection with:

(A) any transaction in Fund property

(B) the supply of services to the Fund.

3.2. Reporting, Distributions and Accounting Dates

3.2.1. Report and Accounts

The Manager will, within four months after the end of each annual accounting period and two months after the end of each half-yearly accounting period respectively, make available full report and accounts, free of charge, on request or online at www.schroders.co.uk.

3.2.2. Accounting and Income Distribution Dates

The Funds' annual accounting dates, half-yearly accounting dates and income allocation dates are listed in Appendix III.

Each holder of Income Units is entitled, on the relevant income allocation date, to the gross income attributable to that holding. Gross income on Accumulation Units is not distributed but is accumulated into the value of each Unit.

Distributions will be paid by crediting a Unitholder's bank or building society account.

Any distribution that remains unclaimed for a period of 6 years after the distribution became due for payment will revert to the Fund.

The Manager reserves the right to change or create additional accounting and income distribution dates, usually as a result of accounting or taxation changes.

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 Fund in respect of that period (including any income held in accordance with entitled "Income Reserve Account" below), and deducting (if applicable) the aggregate of the Manager's and Trustee's remuneration and other payments properly paid or payable out of the income account in respect of that accounting period.

The Manager then makes such other adjustments as it considers appropriate (and after consulting the auditors as appropriate), the proportion of the prices received or paid for Units that is related to income (taking into account any provisions in the Trust Deed), income equalisation, potential income which is unlikely to be reduced until 12 months after the income allocation date, income which should not be accounted for on an accrual basis because of law of information as to how it accrues, transfers between the income and other matters.

3.2.3. Income Reserve Account

For the sole purpose of avoiding fluctuations in the income available for distribution or allocation, the Manager may determine to carry income earned by a Fund forward to a future period or distribute income received from a previous period. In this respect the Manager and the Trustee may establish an Income Reserve Account in respect of each Fund. Up to 15% of the income available for distribution or allocation from one accounting period for allocation or distribution in a future accounting period may be transferred to the Income Reserve Account. The 15% will be calculated by reference to the current income available for allocation/ distribution in respect of an annual accounting period. Income held in the Income Reserve Account from previous years is irrelevant for the purpose of the 15% calculation.

Any interest earned by placing on deposit or otherwise investing money standing to the credit of the Income Reserve Account shall be treated as income of the relevant Fund and dealt with accordingly at the end of the accounting period during which it was received.

The Manager may instruct the Trustee at any time to transfer income standing to the credit of the Income Reserve Account into the income account in which case any amount so transferred shall be treated as income available for allocation or distribution at the next income allocation date.

3.3. Taxation

The taxation of income and capital gains of the Trust, its Funds and Unitholders is subject to the fiscal law and practice of the UK and of the jurisdictions in which Unitholders are resident or otherwise subject to tax.

The following summary of the anticipated tax treatment of Charity Authorised Investment Funds and holders of units in these funds in the UK and does not constitute legal or tax advice and applies only to persons holding Units as an investment.

Prospective Unitholders should consult their own professional advisers on the tax implications of making an investment in, holding or disposing of Units and the receipt of distributions and deemed distributions with respect to such Units under the laws of the countries in which they may be liable to taxation.

This summary is based on the taxation law and practice in force at the date of this document, but prospective Unitholders should be aware that the relevant fiscal rules and practice or their interpretation might change. The following tax summary is not a guarantee to any investor of the tax results of investing in the Funds.

3.3.1. The Trust

The Trust is exempt from the payment of stamp duty on the purchase of UK securities and UK tax on capital gains realised on the disposal of investments held by them (including interest-paying securities and derivatives contracts). Certain Funds may invest in offshore funds which, in certain circumstances, may give rise to gains which are categorised as income rather than capital gains for UK tax purposes and so are chargeable to corporation tax.

Dividends from UK and from overseas companies (and any part of dividend distributions from authorised unit trusts and open-ended investment companies which represent those dividends) are generally not subject to corporation tax.

The Funds will each be subject to corporation tax at 20% on other types of income but after deducting allowable management expenses and the gross amount of interest distributions, where relevant. Where a Fund suffers foreign tax on income received, this may in some circumstances be deducted from the UK tax due on that income.

A Fund will make dividend distributions except where over 60% of its property has been invested throughout the distribution period in interest-paying investments, in which case it will make interest distributions.

3.3.2. Unitholders

Each Fund will be treated for tax purposes as distributing to its Unitholders for each distribution period the whole of the income shown in its accounts (subject to amounts posted to the Income Reserve Account) as being income available for payment to Unitholders or for reinvestment, regardless of the amount actually distributed. Accordingly, any excess of the amount so shown over the income actually distributed will be deemed to be distributed to Unitholders in proportion to their respective interests in the Fund. The date of any such deemed distribution will be determined by the Fund's relevant interim or annual income allocation date (details of which are given above).

Distributions

Distributions are paid without any deduction of tax. The Manager will, where possible, arrange for the reclaim of tax withheld on overseas income received by each Fund and no further tax will be payable on income received by each Fund from abroad. It may not always be possible for tax on foreign securities to be reclaimed but such amounts are not likely to be material.

Income equalisation

The first income allocation received by a Unitholder after buying the Units may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the Unitholder as part of the purchase price. It is a return of capital, and it is not taxable. Rather it should be deducted from the acquisition cost of the Units for capital gains tax purposes. There is an exception to this rule when the equalisation forms part of the first income distribution following a switch or share/unit class conversion, in which case the entire distribution should be treated as income and no part of it will represent a return of capital.

Unitholders will find further information in HM Revenue & Customs' Help Sheets, available at www.hmrc.gov.uk/sa/forms/content.htm or from the Orderline 0845 9000 404 to help them complete their tax returns.

This summary on tax issues relating to Funds is an overview only and investors should consult their own tax adviser for a more detailed analysis of tax issues arising for them from investing in a Fund.

US Foreign Account Tax Compliance Act 2010 (FATCA) and OECD Common Reporting Standard 2016 (CRS)

FATCA was enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act. It includes provisions under which the Manager as a Foreign Financial institution (FFI) may be required to report directly to the Internal Revenue Service (IRS) certain information about units in a fund held by US tax payers or other foreign entities subject to FATCA and to collect additional identification information for this purpose. Financial institutions that do not enter into an agreement with the IRS and comply with FATCA regime could be subject to 30% withholding tax on any payment of US source income as well as on the gross proceeds deriving from the sale of securities generating US income made to the Manager.

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. CRS will become effective among most member states of the European Union on 1 January 2016. Under CRS, the Manager may be required to report to HMRC certain information about units held in a Fund or Funds by investors who are tax resident in a CRS participating country and to collect additional identification information for this purpose.

In order to comply with its FATCA and CRS obligations, the Manager may be required to obtain certain information from its Investors so as to ascertain their tax status. Under FATCA, if the Investor is a specified US person, a US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the Manager will need to report information on these Investors to HMRC, in accordance with applicable laws and regulations, which will in turn report this to the IRS. Under CRS, if the Investor is tax resident in a CRS participating country and does not provide the requisite documentation, the Manager will need to report information on these Investors to HMRC, in accordance with applicable laws and regulations. Provided that the Manager acts in accordance with these provisions it will not be subject to withholding tax under FATCA.

Unitholders and intermediaries should note that it is the existing policy of the Manager that Units are not being offered or sold for the account of US Persons or Investors who do not provide the appropriate CRS information. Subsequent transfers of Units to US Persons are prohibited. If Units are beneficially owned by any US Person or a person who has not provided the appropriate CRS information, the Manager may in its discretion compulsorily redeem such Units. Unitholders should moreover note that under the FATCA legislation, the definition of specified US persons will include a wider range of Investors than the current US Person definition.

3.4. Meetings and Unitholder Rights

3.4.1. Meetings of Unitholders and Voting rights

A meeting of Unitholders duly convened and held may, by extraordinary resolution, require, authorise or approve any act, matter or document in respect of which any such resolution is required or expressly contemplated by the Regulations, but shall not have any other powers.

Unitholders will receive at least 14 days' notice of any meeting of Unitholders and are entitled to be counted in the quorum and vote at any such meeting either in person or by proxy.

A quorum at a meeting of Unitholders is two Unitholders present in person or by proxy, or in the case of a body corporate by a duly authorised representative of all the Units in issue. If a quorum is not present within a reasonable time from the start of the meeting, the meeting will be adjourned to a day and time which is at least seven days after the day and time of the meeting at a place to be appointed by the chairman. If at such adjourned meeting a quorum is not present after a reasonable time from the time of the meeting, one person entitled to be counted in a quorum present at the meeting shall constitute a quorum. At any meeting of Unitholders, on a show of hands every Unitholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, shall have one vote unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman of the meeting or by not less than two Unitholders or by the Trustee. On a poll the voting rights for each Unit in issue are the proportion of the voting rights attached to all the Units in issue that the price of the Unit bears to the aggregate price or prices of all the Units in issue seven days before the notice of meeting was sent out. On a poll, votes may be given either personally or by proxy. A Unitholder 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.

For joint Unitholders, only the vote of the first named in the register of Unitholders can be taken. Except where an extraordinary resolution (requiring a majority of 75% of the total number of votes cast to be passed) is specifically required or permitted, any resolution of Unitholders is passed by a simple majority. In the case of an equality of, or an absence of, votes cast, the chairman is entitled to the casting vote.

In the context of despatch of notice, "Unitholders" mean the persons who were entered in the register of Unitholders as at a certain day chosen by the Manager before the notice of meeting was sent out but excluding persons who are known not to be entered on the register at the date of despatch of the notice.

In the context of voting, "Unitholders" mean the persons who were entered on the register of Unitholders at a time chosen by the Manager and stated in the relevant notice of the meeting.

The Manager is not entitled to vote at or be counted in a quorum at a meeting of Unitholders in respect of Units held or deemed to be held by the Manager, except where the Manager holds Units on behalf of, or jointly with, a person who, if himself the sole registered Unitholder would be entitled to vote, and from whom the Manager has received voting instructions. Associates of the Manager are entitled to be counted in a quorum and, if they hold Units on behalf of a person who would have been entitled to vote if he had been a registered Unitholder and they have received voting instructions from that person, may vote in respect of such Units pursuant to such instructions.

3.4.2. Notices to Unitholders

All notices or documents about the Funds will be sent to the address of the first named Unitholder only as appearing on the register or by electronic means. A notice is duly served if it is delivered to the address of the first named Unitholder as appearing in the register or is delivered by electronic means in accordance with COLL.

Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it is posted. Any document left at a registered address or delivered other than by post is deemed to have been served on that day. All documents and remittances are sent at the risk of the Unitholder.

3.5. Winding Up of the Trust

Where the Trust is to be wound up or a Fund is to be terminated under the Regulations, such winding up or termination may only be commenced following approval by the FCA. The Trust may be wound up or a Fund terminated under the Regulations if:-

(A) an extraordinary resolution to that effect is passed by the Unitholders; or

(B) the period (if any) fixed for the duration of the Trust or the Fund by the Trust Deed expires, or an event (if any) occurs on the occurrence of which the Trust Deed provides that the Trust or Fund is to be wound up or terminated. If the Net Asset Value of the Fund is less than £20 million or the equivalent in the currency of denomination, or if a change in the laws or regulations of any country means that, in the Manager's opinion, it is desirable to terminate the Fund); or

(C) on the effective date of an agreement by the FCA in response to a request by the Manager for the winding up of the Trust or the termination of a Fund.

A Fund may also be terminated in accordance with the terms of a scheme of arrangement or reconstruction, in which case Unitholders in the Fund will become entitled to receive shares or units in another regulated collective investment scheme in exchange for their Units in the Fund.

On the occurrence of any of the events in the paragraphs above and provided the FCA has given its approval:-

- Sections Dealing, Valuation and Pricing and Investment and borrowing Powers of the FCA Rules will cease to apply to the Trust or the Fund;
- the Trust will cease to issue and cancel Units in the Trust or the Fund, and the Manager shall cease to sell or redeem Units or arrange for the Trust to issue or cancel them (except in respect of a final cancellation);
- no transfer of a Units shall be registered and no other change to the Register shall be made without the sanction of the Manager;
- where the Trust is being wound up, the Trust shall cease to carry on its business except for its beneficial winding up; and

The Manager shall, as soon as practicable after the winding up or termination has commenced causes the scheme property to be realised and the liabilities of the Trust or Fund to be met out of the proceeds. Where sufficient liquid funds are available after making provision for the expenses of the winding up or termination and the discharge of the Trust's or the Fund's remaining liabilities, the Manager may arrange for the Trustee to make one or more interim distributions out of the proceeds to Unitholders proportionately to the rights of their Units to participate in the scheme property at the commencement of the winding up or termination. The Manager shall arrange for the Trustee to make a final distribution to Unitholders, on or prior to the date on which the final account or termination account is sent to Unitholders, of any balance remaining in proportion to their holdings in the Trust or the particular Fund.

On completion of a winding up of the Trust or the termination of a Fund, the Trust or the Fund will be dissolved and the Manager will arrange for the Trustee to pay or lodge any money standing to the account of the Trust or the Fund in accordance with the Regulations.

The Manager shall notify the FCA that it has completed a winding up of the Trust or a termination of a Fund.

Following the completion of a winding up of the Trust or of a Fund, the Manager must prepare a final account showing the date on which the Trust's affairs were fully wound up, how the winding up took place and how the Scheme Property was distributed. The auditors of the Trust shall make a report in respect of the final account, stating their opinion as to whether the final account has been properly prepared. Following the completion of a the termination of a Fund, the Manager must prepare a termination account showing the date on which the Fund's affairs were fully terminated, how the winding up took place and how the Scheme Property was distributed. The auditors of the Trust shall make a report in respect of the final account or termination account, stating their opinion as to whether the final account or termination account has been properly prepared.

This final account or termination account and the auditors' report must be sent to the FCA, to each relevant Unitholder within four months of the date of the completion of the winding up of the Trust or the termination of the Fund. Once a Fund has been terminated it will be removed from the Charity Commission's Register of Charities.

If at any time there are no unitholders of units in the Scheme, the Scheme shall have such charitable purposes as the Manager and Trustee shall determine from time to time.

The Trust is an umbrella unit trust, and its Funds are segregated portfolios of assets. Accordingly, the assets of a Fund belong exclusively to that Fund and shall be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the umbrella unit trust, or any other Fund, and shall not be available for any such purpose.

While the provisions of the Regulations provide for segregated liability between Funds, the concept of segregated liability is relatively new. Accordingly, where claims are brought by local creditors in foreign courts or under foreign law contracts, it is not yet known how those foreign courts will react to these Regulations.

3.6. Additional Information

3.6.1. Exercise of voting rights

The Investment Advisers and the Manager have a strategy for determining how voting rights attached to ownership of Scheme Property are to be exercised for the benefit of each Fund. A summary of this strategy is available from the Manager on request. Details of action taken in respect of the exercise of voting rights are available from the Manager upon request.

3.6.2. Best Execution

The Manager's order execution policy sets out the basis upon which the Manager will effect transactions and place orders in relation to the Funds whilst complying with its obligations under the FCA Handbook to obtain the best possible result for the Manager on behalf of each Fund. Details of the order execution policy are available from the Manager on request.

3.6.3. Complaints

Complaints should be addressed to Head of Investor Services, Schroders, P O Box 1102, Chelmsford CM99 2XX. You can request a copy of the Manager's written internal complaints procedures by writing to the above address or contact Schroders Investor Services on 0800 718 777. You may also have the right to refer the complaint directly to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Information about the Financial Ombudsman Service can be found at www.financial-ombudsman.org.uk. A statement of your rights to compensation in the event of Schroders being unable to meet its liabilities to you is available from the FCA and the Financial Services Compensation Scheme. Further details can be found at www.fscs.org.uk.

3.6.4. Money Laundering

The Manager is responsible for complying with UK anti-money laundering regulations. In order to implement these procedures that the Manager has in place to facilitate its compliance, in certain circumstances, Unitholders may be asked to provide some proof of identity when buying or selling Units. Until satisfactory evidence has been received, the Manager reserves the right to refuse to pay the proceeds of a redemption of Units or to pay income on Units to a Unitholder.

3.6.5. Non-UK Unitholders

The distribution of this Prospectus and the offering or purchase of Units in any of the Funds is restricted to Eligible Investors. Investment in the Funds may not, however, be suitable for all investors. Your investment should be considered in light of your organisation's circumstances, including your specific investment needs and risk appetite. If you are in any doubt about any of the Funds' suitability to your investment needs, you should seek appropriate professional advice .

3.6.6. Genuine Diversity of Ownership Condition

Interests in the Funds are widely available, and the Manager undertakes that they will be marketed and made available sufficiently widely and in a manner appropriate to reach the intended categories of Investor who meet the broad requirements for investment in any given unit class, and are not intended to be limited to particular investors or narrowly-defined groups of investor. Please refer to Appendix III for the details of the minimum levels of investment and/or investor categories that are specified as eligible to acquire particular unit classes.

Provided that a person meets the broad requirements for investment in any given unit class, he/she may obtain information on and acquire the relevant units in the Fund, subject to the paragraphs immediately following

3.6.7. Compulsory Redemption and Conversion

The Manager may, if necessary, redeem Units to ensure that Units are neither acquired nor held by, or on behalf of, any person in breach of the law or requirements of any country or government or regulatory authority or which might have adverse taxation or other pecuniary consequences for the Manager including a requirement to register under the laws and regulations of any country or authority. The Manager may in this connection require a Unitholder to provide such information as they may consider necessary to establish whether the Unitholder is the beneficial owner of the Units which they hold.

If it shall come to the attention of the Manager at any time that Units are beneficially owned by a US Person, the Manager will have the right to compulsorily redeem such Units.

The Manager may also, at its discretion, convert holdings of one class of Units to another where it believes this to be in the best interests of investors. Such circumstances may include where the conversion will offer investors the benefits of economies of scale, or will otherwise result in lower fees. A mandatory conversion of Units shall only take place where the Manager has given appropriate prior notice to affected investors in accordance with COLL.

Unitholders subject to UK tax should note that conversions are should not generally be treated as a disposal for the purposes of capital gains tax, other than for conversions between hedged and unhedged Unit Classes, or vice versa.

The Manager will not apply any fees where it carries out a compulsory conversion of Units.

3.6.8. Literature request

Investors can obtain free of charge on request, copies of:

(A) this Prospectus;

(B) the Key Investor Information Document (if applicable) for each Fund;

(C) the Trust Deed constituting and governing the Trust, as amended or supplemented; and

(D) the latest report and accounts of the Trust and the latest half yearly report.

These documents are available on request from the Manager of the Fund at the address listed in the "Administration" paragraph. Documents (A) and (C) are also available online at www.cazenovecapital.com

3.6.9. Data Protection Act

For the purposes of the General Data Protection Regulation 2016/679 (GDPR), or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, (as applicable) the data controllers in relation to any personal data you supply are the Funds and the Manager.

3.6.10. In order to comply with our obligations and responsibilities under applicable data protection law, we are required by law to make available to you a privacy policy which details how we collect, use, disclose, transfer, and store your information. Please find a copy of our privacy policy at www.schroders.com/en/privacy-policy. By signing the application form, you acknowledge that you have read and understood the contents of our privacy policy. Acceptable Minor Non-Monetary Benefits

Schroders may pay to or accept from third parties minor non-monetary benefits as permitted by the FCA Conduct of Business Sourcebook provided they are capable of enhancing services provided to clients; and do not impair Schroders' duty to act honestly, fairly and in the best interests of clients. Such minor non-monetary benefits will include:

- information or documentation relating to financial instruments or investment services;
- written material from third parties;
- participation in conferences, seminars and other training events;
- reasonable de minimis hospitality; and
- research.

3.6.11. Benchmark Regulation

Unless otherwise disclosed in this Prospectus, the indices or benchmarks used within the meaning of the Regulation (EU) 2016/1011, or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, (as applicable) (the "Benchmark Regulations") by the Funds are, as at the date of this Prospectus, provided by benchmark administrators who benefit from the transitional arrangements afforded under the applicable Benchmark Regulation and accordingly may not appear yet on the register of administrators and benchmarks maintained by the relevant supervisory authority. These benchmark administrators should apply for authorisation or registration as an administrator under the applicable Benchmark Regulation before 1 January 2020. Updated information on this register should be available no later than 1 January 2020. The Manager maintains written plans setting out the actions that will be taken in the event of the benchmark materially changing or ceasing to be provided. Copies of a description of these plans are available upon request and free of charge from the registered office of the Manager.

Appendix I

Investment Restrictions

The investment objective and policy of each of the Funds, set out in Appendix III, are subject to the limits on investment under Chapter 5 of COLL, which are summarised below.

1. Transferable Securities/ Money Market Instruments

Each Fund may invest without limitation, except where otherwise specifically stated in:

(A) transferable securities and money market instruments (as defined for the purposes of COLL) admitted to or dealt in on an eligible market (approved securities)

(B) money market instruments issued or guaranteed by:

(1) a central, regional or local authority or central bank of an EEA State, the European Central Bank, the European Union or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more EEA States belong or

(2) an establishment subject to prudential supervision in accordance with criteria defined by Community law or an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by Community law

Each Fund may invest up to 10% of its net asset value in aggregate in:

(A) transferable securities that are not admitted to or dealt in on the rules of an eligible market or

(B) money market instruments not falling within (B) above

Eligible markets for the Funds are explained and set out in Appendix IV.

2. Warrants

Except for the following, no more than 5% of each Fund may be invested where the transferable security or money market instrument is a warrant:

- SUTL Cazenove Charity Equity Value Fund
- SUTL Cazenove Charity Equity Income Fund
- SUTL Cazenove Charity Bond Fund

Each of the above Funds is permitted to invest over 5% of its scheme property in warrants. As with derivative use, the outcome of the use of warrants, in terms of the risk profile of the Funds, depends on our underlying investment rationale for the Fund in question. While we do not expect to invest high percentages of scheme property in warrants, if we do use them in such a way, this may lead to a higher volatility in the Unit price of that Fund.

On investment, the exposure created by the exercise of the warrant must not exceed the spread limits of a UCITS scheme.

3. Nil/Partly paid

A transferable security or a money market instrument on which any sum is unpaid may be invested in only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Fund, at the time when payment is required, without contravening the other rules in this appendix.

4. Collective Investment Schemes

Each Fund may invest in Units of any other collective investment schemes which are:

(A) UCITS Schemes;

(B) schemes recognised under Section 272 of the Financial Services and Markets Act 2000;

(C) non-UCITS retail schemes as defined in COLL; or

(D) schemes authorised in an EEA State provided the restrictions in Articles 50(1)(e) of the UCITS Directive are met (or if applicable, in the UK provided that the statutory equivalent to Article 50(1)(e) of the UCITS Directive which forms part of English law by virtue of the EUWA, is met); or

(E) schemes authorised by the competent authority of an OECD member country (other than another EEA State) which has:

(1) signed the IOSCO Multilateral Memorandum of Understanding; and

(2) approved the scheme's management company, rules and depositary/custody arrangements; provided the requirements of article 50(1)(e) of the UCITS Directive or the statutory equivalent thereof which forms part of English law by virtue of the EUWA (as applicable) are met);

provided that no more than 30% of the value of the Fund may be invested in other collective investment schemes which are not UCITS Schemes but satisfy B) to E) above and that the schemes invested in cannot themselves invest more than 10% in other collective investment schemes.

The Funds may invest in Units of a Fund operated by the Manager or an associate of the Manager. No charge will be made for the issue or redemption of those Units.

No Fund may invest more than 10% of its net asset value in units of collective investment schemes. The maximum level of management fee that may be charged to the Funds for these underlying funds is 3% of its Net Asset Value. The maximum level of management fee that this Fund may charge is the same as the current management charge set out in Appendix III.

5. Deposits

In the case of:

- SUTL Cazenove Charity Equity Value Fund
- SUTL Cazenove Charity Equity Income Fund
- SUTL Cazenove Charity Bond Fund

each Fund may invest in deposits without limitation, only with an approved bank and which are repayable on demand or has the right to withdraw and maturing in no more than 12 months.

Cash and near cash may only be held to assist in the redemption of Units, the efficient management of the Fund or purposes regarded as ancillary to the Fund.

6. Derivatives and Forwards

The Manager has the power to buy and sell derivatives (including, but not limited to, futures, swaps, options and contracts for difference) and forwards both on exchange and off exchange, in all Funds as set out in this section, provided they are permitted. A derivative is permitted where the underlying asset is a transferable security, money market instrument, deposit, derivative or collective investment scheme (all only in so far as COLL permits the Funds to invest in these asset classes directly). A derivative is also permitted where the underlying assets are financial indices, interest rates, foreign exchange rates or currencies. Any transaction entered into on-exchange must be effected on or under the rules of an eligible derivatives market. Off-exchange derivatives and forwards must only be entered into with approved counterparties, on approved terms, and must be capable of reliable valuation and subject to verifiable valuation (all as defined in and on the terms detailed in COLL).

The Manager will ensure that any transaction in derivatives and forwards is covered in accordance with COLL. This includes ensuring at all times that each Fund has enough assets to adequately cover the derivative positions. In assessing the adequacy of the cover for derivative positions the Manager will take into account the value of the underlying assets, counterparty risk, the time taken to liquidate any derivative position and reasonably foreseeable market movement.

When using derivatives, the Manager uses a risk management process that enables it to monitor the risk of a Fund's derivative positions. The global risk exposure of a Fund is calculated daily either by means of the commitment approach or the Value-at-Risk (VaR) approach. Unless specified otherwise in Appendix III, the global exposure relating to financial derivative instruments will be calculated using a commitment approach. A statement will be made in Appendix III to indicate which Funds apply a VaR approach to calculate their global exposure.

Commitment approach

The commitment approach is simply defined as the market value exposure of derivatives, after netting and hedging, not exceeding the Net Asset Value of a Fund. This is typically used on funds where derivative usage is low or funds which limit their derivatives commitment to 100% or less of their Net Asset Value.

The global exposure relating to financial derivative instruments is calculated taking into account the current value of the underlying assets, the counterparty risk, foreseeable market movements and the time available to liquidate the positions.

VaR approach

VaR is a means of measuring the potential loss to a Fund due to market risk. Historical data is used in the calculation of VaR. The period used for this purpose is the observation period.

VaR reports will be produced and monitored on a daily basis based on the following criteria:

- 1 month holding period;
- 99% unilateral confidence interval;
- at least a one year effective historical observation period (250 days) unless market conditions require a shorter observation period; and
- parameters used in the model are updated at least quarterly.

Stress testing will also be applied at a minimum of once per month.

VaR limits are set using an absolute or relative approach.

(A) Absolute VaR approach

The absolute VaR approach is generally appropriate in the absence of an identifiable reference portfolio or benchmark, for example with absolute return funds. Under the absolute VaR approach a limit is set as a percentage of the Net Asset Value of the Fund. The absolute VaR limit of a Fund has to be set at or below 20% of its Net Asset Value. This limit is based upon a one month holding period and a 99% unilateral confidence interval.

(B) Relative VaR approach

The relative VaR approach is used for Funds where a VaR benchmark reflecting the investment strategy which the Fund is pursuing is defined. Under the relative VaR approach a limit is set as a multiple of the VaR of a benchmark or reference portfolio. The relative VaR limit of a fund has to be set at or below twice the VaR of the Fund's VaR benchmark. Information on the specific VaR benchmark used is disclosed in Appendix III.

Upon request, the Manager will provide further details of the quantitative limits and methods used in applying the risk management of each Fund as well as any recent developments in the risk and yields of the main categories of investment of each Fund.

Expected level of leverage

Funds quantifying global exposure using a VaR approach disclose their expected level of leverage.

The expected level of leverage is an indicator and not a regulatory limit. The Fund's levels of leverage may be higher than this expected level as long as the Fund remains in line with its risk profile and complies with its VaR limit.

The annual report will provide the actual level of leverage over the past period and additional explanations on this figure.

The level of leverage is a measure of (i) the derivative usage and (ii) the reinvestment of collateral in relation to efficient portfolio management transactions. It does not take into account other physical assets directly held in the portfolio of the relevant Funds. It also does not represent the level of potential capital losses that a Fund may incur. The level of leverage is calculated as (i) the sum of notionals of all financial derivative contracts entered into by the Fund expressed as a percentage of the Fund's Net Asset Value and (ii) any additional leverage generated by the reinvestment of collateral in relation to efficient portfolio management transactions.

This methodology does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Fund.
- allow the netting of derivative positions. As a result, derivative roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Fund risk.
- take into account the derivative underlying assets' volatility or make a distinction between short-dated and long-dated assets. As a result, a Fund that exhibits a high level of leverage is not necessarily riskier than a Fund that exhibits a low level of leverage.

Derivatives and Forward Use

Efficient Management

Derivatives and forwards may be used for the efficient management of all Funds. The aim of any derivative or forward used for such reasons is not to materially alter the risk profile of the Fund but rather to assist the Manager in meeting the investment objectives of each Fund as set out in Appendix III by:

- **reducing risk; and/or**
- **reducing cost; and/or**
- **generating additional income or capital for each Fund.**

Where transactions in derivatives or forward transactions are used for the account of the authorised fund in accordance with any of the provisions of this section, nothing in this section prevents the Trustee at the request of the Manager, from

(A) lending, depositing, pledging or charging scheme property for margin requirements

(B) transferring scheme property under the terms of an agreement in relation to margin requirements, provided that the authorised fund manager reasonably considers that both the agreement and the margin arrangements made under it (including in relation to the level of margin) provide appropriate protection to Unitholders.

The aim of reducing risks or costs will allow the Manager to enter into exposures on permissible assets or currencies using derivatives or forwards as an alternative to selling or purchasing underlying assets or currencies. These exposures may continue for as long as the Manager considers that the use of derivatives continues to meet the original aim.

The aim of generating additional income allows the Manager to write options on existing assets where it considers the transaction will result in the Fund deriving a benefit, even if the benefit obtained results in the surrendering the chance of greater benefit in the future.

The aim of generating additional capital allows the Manager to take advantage of any pricing imperfections in relation to the acquisition and disposal (or disposal and acquisition) of rights relating to assets the same as, or equivalent to which the Fund holds or may hold.

The following types of risks are relevant in relation to the efficient management of the Funds:

- Market risk – which is the risk of losses due to adverse market movements in the price of the assets held by the Fund or rates or changes in the anticipated or calculated volatility of these movements (volatility risk).
- Interest rate risk – which is the risk that changes to an interest rate will have an adverse impact on the market value of a portfolio, and is the main risk impacting the price of investment grade bonds.
- Credit risk – is the risk that an issuer will default on the payment of coupons and/or redemptions.
- Foreign exchange (FX) risk – which is the risk that an asset held in the Fund in a currency other than the Base Currency of the Fund may be affected by changes in the exchange rate between the two currencies.

The following techniques are included in the efficient management of the Funds:

- Hedging – where the Manager may manage market and FX risk related to assets held in a Fund by using derivatives to reduce any perceived loss. In relation to FX hedging this includes the use of cross currency hedging techniques.
- Cash flow management – where the Manager may manage market risk following cash flows into the Fund by using derivatives to gain an exposure to an individual asset or obtain the desired exposure to an index. Thereafter the Manager may retain the position whilst it remains appropriate to manage subsequent inflows and outflows of cash efficiently.
- Asset allocation – where the Manager may manage market risk by using derivatives to achieve a desired exposure to an index, basket of shares or bonds, or between different markets. The derivatives positions will be closed out where the Manager has achieved the desired exposure by the buying or selling of the underlying stock, but there is no fixed time limit within which this closing out will take place.
- Fixed income management – where the Manager will use derivatives to manage credit risk and interest rate risk in relation to bond Funds. This technique includes the management of a Fund's duration (duration being the term used to measure the sensitivity of a bond's price to interest rate changes which is dependent on the bond's maturity profile and coupon pay-out schedule).
- Buying and selling protection – where the Manager may:

  Sell protection (i.e. gain long credit exposure) in Credit Default Swaps where the objectives of the Fund can be achieved at lower risk and/or cost than transacting the underlying,

  Buy protection (i.e. gain short credit exposure) in index Credit Default Swaps for hedging purposes,

  Buy protection (i.e. gain short credit exposure) in single name Credit Default Swaps to hedge an existing long credit position or to create an outright short credit position that is covered by liquid assets within the Fund.
- Overwriting/Yield enhancement - where the Manager will look to generate additional income in a Fund by writing options on assets held, provided this is consistent with a

Fund's investment objective. Such techniques are in addition to, and separate from any income derived from permitted stock lending activities. .

Using Derivatives for specific investment purposes

In the case of:

– SUTL Cazenove Charity Bond Fund

derivatives may be used for specific investment purposes in accordance with the rules summarised in this sectionin addition to being used for efficient management.

In the case of:

– SUTL Cazenove Charity Equity Value Fund

– SUTL Cazenove Charity Equity Income Fund

it is not the current intention to use derivatives for specific investment purposes in addition to being used for efficient management. Should there be a change in this intention registered Unitholders will be given appropriate notice.

The aim of any derivative or forward used for specific investment purposes is not to materially alter the risk profile of the Fund, rather their use is to assist the Manager in meeting the investment objectives of each Fund as set out in Appendix III.

Total Return Swaps

Where specified in the investment policy, a Fund may enter into Total Return Swaps with an approved bank (as defined in COLL). The investment policy of the Fund will specify the underlying strategy and the composition of the investment portfolio or index. Where the Fund uses total return swaps, the underlying consists of instruments in which the Fund may invest according to its Investment Objective and Policy.

A Total Return Swap is a type of financial derivative instrument between two parties in which each party agrees to make a series of payments to the other at regular scheduled dates, with at least one set of payments determined by the return on an agreed underlying reference asset and which include, in addition, any income generated on the reference asset (such as dividends and/or bonus shares). Long and short positions gained through index, commodity, bond and equity total return swaps may increase exposure to credit-related risks. There are certain risks involved in using total return swaps. Please see in particular the following risk factors in Appendix II: 'Counterparty Risk' and 'Particular Risks of over-the-counter "OTC" Derivative Transactions'.

Valuation of OTC derivatives

For the purposes of this section the Manager must: establish, implement and maintain arrangements and procedures which ensure appropriate, transparent and fair valuation of the exposures of a Fund to OTC derivatives; and ensure that the fair value of OTC derivatives is subject to adequate, accurate and independent assessment. Where the arrangements and procedures referred to in this section involve the performance of certain activities by third parties, the Manager must comply with the requirements in the FCA Handbook SYSC 8.1.13 R (Additional requirements for a management company) and COLL 6.6A.4 R (4) to (6) (Due diligence requirements of AFMs of UCITS schemes). The arrangements and procedures referred to this section must be: adequate and proportionate to the nature and complexity of the OTC derivative concerned and adequately documented.

7. Spread limits

(A) For the purposes of this section, companies included in the same group for the purposes of consolidated accounts as defined in accordance with the Seventh Council Directive 82/349/EEC of 13 June 1983 based on Article 54(3)(g) of the Treaty on consolidated accounts (or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, as applicable) or, in the same group in accordance with international accounting standards, are regarded as a single body.

(B) Not more than 20% in value of the property of each Fund is to consist of deposits with a single body.

(C) Not more than 5% in value of the property of each Fund is to consist of transferable securities (as defined in COLL) or money-market instruments issued by any single body.

(D) The limit of 5% in c) is raised to 10% in respect of up to 40% in value of the property of each Fund. Covered bonds need not be taken into account for the purpose of applying the limit of 40%. The limit of 5% in (c) is raised to 25% in value of the property of each Fund in respect of covered bonds, provided that when a Fund invests more than 5% in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% in value of the property of the relevant Fund.

(E) In applying c) and d), certificates representing certain securities (as defined in COLL) are to be treated as equivalent to the underlying security.

(F) The combined exposure to any one counterparty in OTC derivative transactions, repurchase transactions and stock lending transactions, must not exceed 5% in value of the property of each Fund; this limit being raised to 10% where the counterparty is an approved bank (as defined in COLL). Calculation of the exposure to a counterparty will be carried out in accordance with COLL.

(G) Not more than 20% in value of the property of each Fund is to consist of transferable securities and money-market instruments issued by the same group (as referred to in a) above).

(H) In applying the limits in (B), (C), (D), (E) and (F), not more than 20% in value of the property of the Fund is to consist of any combination of two or more of the following:

(1) transferable securities (including covered bonds) or money-market instruments issued by; or

(2) deposits made with; or

(3) exposures from OTC derivatives transactions, repurchase transactions and stock lending transactions made with a single body.

(I) In applying the limits in f) and i) above, the exposure in respect of OTC derivative transactions, repurchase transactions and stock lending transactions, may be reduced to the extent that collateral is held in respect of it if the collateral meets the relevant conditions set out in COLL.

These limits do not apply to government and public securities, as to which see below.

8. Government and Public Securities

In respect of the SUTL Cazenove Charity Equity Value Fund, SUTL Cazenove Charity Equity Income Fund and SUTL Cazenove Charity Bond Fund, each Fund may invest without limitation in transferable securities that are defined by the FCA as government and public securities (GAPS). At any time, where no more than 35% of such Funds value is invested in GAPS issued by any one issuer, there is no limit to the amount which may be invested in GAPS of any one issue or issuer.

When any of the aforementioned Funds invests more than 35% of its value the Manager must, before any such investment is made consult with the Trustee, and as a result:

- have considered if the issuer of the GAPS is one which is appropriate in accordance with the investment objectives of each Fund;
- ensure that no more than 30% in value of each Fund consists of GAPS of any one issue; and
- ensure that each Fund includes GAPS issued by that or another issuer of at least six different issues.

More than 35% of the property of each Fund may be invested in GAPS issued by or on behalf of or guaranteed by the Government of the UK (including the Scottish Administration, the Executive Committee of the Northern Ireland Assembly, the National Assembly of Wales) Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland and United States (including Government National Mortgage Association (GNMA), Student Loan Marketing Association (SLMA), Tennessee Valley Authority (TVA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Financing Corporation (FICO), Private Export Funding Corporation (PEFCO), Resolution Funding Corporation (RFCO) or by one of the following international organisations: African Development Bank, Asian Development Bank (ADB), Council of Europe Development Bank, Deutsche Ausgleichsbank (DTA), Eurofima, European Bank for Reconstruction and Development (EBRD), European Investment Bank (EIB), Inter-American Development Bank (IADB), International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), Kreditanstalt für Wiederaufbau (KFW), LCR Finance plc and the Nordic Investment Bank (NIB).

In relation to such securities: issue, issued and issuer including guarantee, guaranteed and guarantor; and an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.

In applying the 20% limit with respect to a single body (as specified in section entitled "Spread Limits"), HTUgovernment and public securitiesUTH issued by that body shall be taken into account.

9. Significant Influence

The Manager must not acquire, or cause to be acquired for each Fund, transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if immediately before the acquisition, the aggregate of any such securities held for each Fund, taken together with any such securities already held for other authorised unit trusts of which it is also the Manager, gives the Manager power significantly to influence the conduct of business of that body corporate; or the acquisition gives the Manager that power.

The Manager is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held for all the authorised unit trusts of which it is the Manager, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

10. Concentration

Each Fund:

(A) must not acquire transferable securities (other than debt securities) which do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and represent more than 10% of those securities issued by that body corporate;

(B) must not acquire more than 10% of the debt securities issued by any single body;

(C) must not acquire more than 25% of the Units of a single collective investment Fund;

(D) must not acquire more than 10% of the money market instruments issued by any single body;

(E) need not need not comply with the limits in (B), (C) and (D) above if, at the time of acquisition, the net amount in issue of the relevant investment cannot be calculated.

11. Borrowing

The Trustee may, on the instructions of the Manager and subject to COLL, borrow money from an eligible institution or an approved bank for the use of each Fund on terms that the borrowing is to be repayable out of the property of the Fund.

Borrowing must be on a temporary basis must not be persistent and in any event must not exceed three months without the prior consent of the Trustee which may be given only on such conditions as appear appropriate to the Trustee to ensure that the borrowing does not cease to be on a temporary basis. The Manager must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the property of each Fund.

These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes, i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates.

12. General power to accept or underwrite placings

Any power in Chapter 5 of COLL to invest in transferable securities may be used by the Manager for the purpose of entering into any agreement or understanding which is an underwriting or sub-underwriting agreement, or which contemplates that securities will or may be issued, subscribed for or acquired for the account of a Fund.

The Manager may only engage in such an agreement or understanding in relation to securities which the relevant Fund could otherwise invest in directly in accordance with the investment objective and policies of the Fund and subject to the limits on investment set out in this Appendix I.

This ability does not apply to an option, or a purchase of a transferable security which confers a right to subscribe for or acquire a transferable security, or to convert one transferable security into another.

The exposure of a Fund to agreements and understandings as set out above, on any Business Day be covered and be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any of the investment limits in Chapter 5 of COLL or as otherwise set out in this section.

13. Manager's policy on collateral and management of collateral

Where a Fund enters into OTC financial derivative transactions (whether as buyer or seller), all collateral used to reduce counterparty risk exposure should comply with the following criteria:

(A) Liquidity: Any collateral received other than cash shall be liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received shall also comply with the provisions in section entitled "Concentration" above.

(B) Valuation: Collateral received shall be valued in accordance with the rules described under the section entitled "Calculation of Net Asset Value" on at least a daily basis. Assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place.

(C) Issuer credit quality: The collateral received shall be of a high credit quality.

(D) Correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.

(E) Diversification: Collateral should be sufficiently diversified in terms of country, markets and issuers.

(F) Immediately available: Collateral received must be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

In accordance with the collateral policy of the Funds, and subject to the above criteria, collateral received by the Funds must be in the form of one of or more of the following:

(A) Cash;

(B) a certificate of deposit;

(C) a letter of credit;

(D) a readily realisable security;

(E) commercial paper with no embedded derivative content; or

(F) a short-term money-market fund (as defined in ESMA's "guidelines on a common definition of European money market funds") or a qualifying money market fund.

Without limiting the above, it is anticipated that collateral received by the Funds shall predominantly be in cash and government bonds.

Where there is a title transfer, the collateral received shall be held by the Trustee, or its agent. For other types of collateral arrangement (i.e. where there is no title transfer), the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

Non-cash collateral received cannot be sold, re-invested or pledged.

Cash collateral shall only be:

- placed on deposit with entities as prescribed in the section entitled "Deposits" above;
- invested in high-quality government bonds;
- used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on accrued basis;
- invested in short-term money market funds as defined in the "ESMA Guidelines on a Common Definition of European Money Market Funds".

Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral.

While re-invested cash is required to be diversified and may only be re-invested in the manner set out above, there remains a risk that the value of the asset invested in using cash collateral received by a Fund falls below the amount required to be returned to the cash collateral provider. Any shortfall will be borne by the Fund causing loss to the Fund and consequently Unitholders.

14. Haircut policy

The Manager, on behalf of each Fund, has established a haircut policy in respect of each class of assets received as collateral. A haircut is a discount applied to the market value of a collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut therefore provides a 'risk cushion'. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the collateral, the price volatility of the collateral and the results of any stress tests which may be performed in accordance with the collateral management policy. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the intention of the Manager in respect of the Funds that any collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate.

Eligible Collateral	Remaining Maturity	Haircut
Cash	N/A	0%
Government Bonds	One year or under	2%
	More than one year up to and including five years	3%
	More than five years up to and including ten years	5%
	More than ten years up to and including thirty years	7%
	More than thirty years up to and including forty years	10%
	More than forty years up to and including fifty years	13%

15. Risk Management

The Manager uses a risk management process, enabling it to monitor and measure as frequently as appropriate the risk of each Fund's position and their contribution to the overall risk profile of the Fund.

Reporting

The following details of the risk management process must be regularly notified by the Manager to the FCA and at least on an annual basis:

(A) a true and fair view of the types of derivatives and forward transactions to be used within a Fund together with their underlying risks and any relevant quantitative limits; and

(B) the methods for estimating risks involved in derivative and forward transactions.

Appendix II

Risks of Investment

1. General Risks

Past performance is not a guide to future performance and Units should be regarded as a medium to long-term investment. The value of investments and the income generated by them may go down as well as up and Unitholders may not get back the amount originally invested. Where the currency of a Fund varies from the Unitholder's home currency, or where the currency of a Fund varies from the currencies of the markets in which the Fund invests, there is the prospect of additional loss (or the prospect of additional gain) to Unitholders greater than the usual risks of investment.

2. Investment Objective Risk

Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macro economic environment, investment objectives may become more difficult or even impossible to achieve. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Fund.

3. Risk of Suspension of Unit dealings

Investors are reminded that in certain circumstances their right to redeem or transfer Units may be suspended (see section entitled "Suspension").

4. Interest Rate Risk

The values of bonds and other debt instruments usually rise and fall in response to changes in interest rates. Declining interest rates generally increase the values of existing debt instruments, and rising interest rates generally reduce the value of existing debt instruments. Interest rate risk is generally greater for investments with long durations or maturities. Some investments give the issuer the option to call or redeem an investment before its maturity date. If an issuer calls or redeems an investment during a time of declining interest rates, a Fund might have to reinvest the proceeds in an investment offering a lower yield, and therefore might not benefit from any increase in value as a result of declining interest rates.

5. Credit Risk

The ability, or perceived ability, of an issuer of a debt security to make timely payments of interest and principal on the security will affect the value of the security. It is possible that the ability of the issuer to meet its obligation will decline substantially during the period when a Fund owns securities of that issuer, or that the issuer will default on its obligations. An actual or perceived deterioration in the ability of an issuer to meet its obligations will likely have an adverse effect on the value of the issuer's securities.

If a security has been rated by more than one nationally recognised statistical rating organisation the Fund's Investment Adviser may consider the highest rating for the purposes of determining whether the security is investment grade. A Fund will not necessarily dispose of a security held by it if its rating falls below investment grade, although the Fund's Investment Adviser will consider whether the security continues to be an appropriate investment for the Fund. The Fund's Investment Adviser considers whether a security is investment grade only at the time of purchase. Some of the Funds will invest in securities which will not be rated by a nationally recognised statistical rating organisation, but the credit quality will be determined by the Investment Adviser.

Credit risk is generally greater for investments issued at less than their face values and required to make interest payments only at maturity rather than at intervals during the life of the investment. Credit rating agencies base their ratings largely on the issuer's historical financial condition and the rating agencies' investment analysis at the time of rating. The rating assigned to any particular investment does not necessarily reflect the issuer's current financial condition, and does not reflect an assessment of an investment's volatility and liquidity. Some of the Funds invest in below investment grade securities. Although investment grade securities generally have lower credit risk than securities rated below investment grade, they may share some of the risks of lower-rated securities, including the possibility that the issuers may be unable to make timely payments of interest and principal and thus default.

6. Liquidity Risk

Liquidity risk exists when particular investments are difficult to purchase or sell. A Fund's investment in illiquid securities may reduce the returns of the Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in foreign securities, derivatives or securities with substantial market and/or credit risk tend to have the greatest exposure to liquidity risk. Illiquid securities may be highly volatile and difficult to value.

7. Inflation / Deflation Risk

Inflation is the risk that a Fund's assets or income from a Fund's investments may be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of a Fund's portfolio could decline. Deflation risk is the risk that prices throughout the economy may decline over time. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely, which may result in a decline in the value of a Fund's portfolio.

8. Financial Derivative Instrument Risk

For a Fund that uses financial derivative instruments to meet its investment objective, there is no guarantee that the performance of the financial derivative instruments will result in a positive effect for the Fund and its Unitholders. The use of financial derivative instruments may increase the Unit price volatility, which may result in higher losses for the Unitholder.

9. Warrants Risk

When a Fund invests in warrants, the price, performance and liquidity of such warrants are typically linked to the underlying stock. However, the price, performance and liquidity of such warrants will generally fluctuate more than the underlying securities because of the greater volatility of the warrants market. In addition to the market risk related to the volatility of warrants, a Fund investing in synthetic warrants, where the issuer of the synthetic warrant is different to that of the underlying stock, is subject to the risk that the issuer of the synthetic warrant will not perform its obligations under the transactions which may result in the Fund, and ultimately its Unitholders, suffering a loss.

10. Credit Default Swap Risk

The use of credit default swaps normally carries a higher risk than investing in bonds directly. A credit default swap allows the transfer of default risk. This allows a Fund to effectively buy insurance on a reference obligation it holds (hedging the investment) or buy protection on a reference obligation it does not physically own in the expectation that the credit will decline in quality. One party, the protection buyer, makes a stream of payments to the seller of the protection, and a payment is due to the buyer if there is a credit event (a decline in credit quality, which will be predefined in the agreement between the parties). If the credit event does not occur the buyer pays all the required premiums and the swap terminates on maturity with no further payments. The risk of the buyer is therefore limited to the value of the premiums paid. In addition, if there is a credit event and the Fund does not hold the underlying reference obligation, there may be a market risk as the Fund may need time to obtain the reference obligation and deliver it to the counterparty. Furthermore, if the counterparty becomes insolvent, the Fund may not recover the full amount due to it from the counterparty. The market for credit default swaps may sometimes be more illiquid than the bond markets. A Fund will mitigate this risk by monitoring in an appropriate manner the use of this type of transaction.

11. Futures, Options and Forward Transactions Risk

A Fund may use options, futures and forward contracts on currencies, securities, indices, volatility, inflation and interest rates for hedging and investment purposes.

Transactions in futures may carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the Fund. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders.

Transactions in options may also carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the Fund is fixed, the Fund may sustain a loss well in excess of that amount. The Fund will also be exposed to the risk of the purchaser exercising the option and the Fund will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the Fund holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Forward transactions and purchasing options, in particular those traded over-the-counter and not cleared through a central counterparty, have an increased counterparty risk. If a counterparty defaults, the Fund may not get the expected payment or delivery of assets. This may result in the loss of the unrealised profit.

12. Credit Linked Note Risk

A credit linked note is a debt instrument which assumes both credit risk of the relevant reference entity (or entities) and the issuer of the credit linked note. There is also a risk associated with the coupon payment; if a reference entity in a basket of credit linked notes suffers a credit event, the coupon will be re-set and paid on the reduced nominal amount. Both the residual capital and coupon are exposed to further credit events. In extreme cases, the entire capital may be lost. There is also the risk that a note issuer may default.

13. Equity Linked Note Risk

The return component of an equity linked note is based on the performance of a single equity security, a basket of securities or an equity index. Investment in these instruments may cause a capital loss if the value of the underlying security decreases. In extreme cases the entire capital may be lost. These risks are also found in investing in equity investments directly. The return payable for the note is determined at a specified time on a valuation date, irrespective of the fluctuations in the underlying stock price. There is no guarantee that a return or yield on an investment will be made. There is also the risk that a note issuer may default.

A Fund may use equity linked notes to gain access to certain markets, for example emerging and less developed markets, where direct investment is not possible. This approach may result in the following additional risks being incurred – lack of a secondary market in such instruments, illiquidity of the underlying securities, and difficulty selling these instruments at times when the underlying markets are closed.

14. General Risk associated with Over-the-counter Transactions

Instruments traded in Over-the-counter (OTC) markets may trade in smaller volumes, and their prices may be more volatile than instruments principally traded on exchanges. Such instruments may be less liquid than more widely traded instruments. In addition, the prices of such instruments may include an undisclosed dealer mark-up which a Fund may pay as part of the purchase price.

EU Regulation No 648/2012 on OTC derivatives, central counterparties and trade repositories (also known as the European Market Infrastructure Regulation, or “EMIR”), which came into force on 16 August 2012, introduces uniform requirements in respect of OTC derivative transactions by requiring certain “eligible” OTC derivatives transactions to be submitted for clearing to regulated central clearing counterparties and by mandating the reporting of certain details of derivatives transactions to trade repositories. In addition, EMIR imposes requirements for appropriate procedures and arrangements to measure, monitor and mitigate operational and counterparty credit risk in respect of OTC derivatives contracts which are not subject to mandatory clearing. These requirements include the exchange of margin and, where initial margin is exchanged, its segregation by the parties, including by a Fund.

While many of the obligations under EMIR have come into force, as at the date of this Prospectus the requirement to submit certain OTC derivative transactions to central clearing counterparties (“CCPs”) and the margin requirements for non-cleared OTC derivative transactions are subject to a staggered implementation timeline. It is not yet fully clear how the OTC derivatives market will adapt to the new regulatory regime. Accordingly, it is difficult to predict the full impact of EMIR on a Fund, which may include an increase in the overall costs of entering into and maintaining OTC derivatives contracts. Prospective Unitholders should be aware that the regulatory changes arising from EMIR and other similar regulations such as the Dodd-Frank Wall Street

Reform and Consumer Protection Act may in due course adversely affect a Fund's ability to adhere to its investment policy and achieve its investment objective.

15. OTC Derivative Clearing Risk

A Fund's OTC derivative transactions may be cleared prior to the date on which the mandatory clearing obligation takes effect under EMIR in order to take advantage of pricing and other potential benefits. OTC derivative transactions may be cleared under the "agency" model or the "principal-to-principal" model. Under the principal-to-principal model there is usually one transaction between the Fund and its clearing broker and another back-to-back transaction between the clearing broker and the central clearing counterparty ("CCP") whereas under the agency model there is one transaction between the Fund and the CCP. It is expected that many of a Fund's OTC derivative transactions which are cleared will be under the "principal-to-principal" model. However, the following risks are relevant to both models unless otherwise specified.

The CCP will require margin from the clearing broker which will in turn require margin from the Fund. The Fund's assets posted as margin will be held in an account maintained by the clearing broker with the CCP. Such account may contain assets of other clients of the clearing broker (an "omnibus account") and if so, in the event of a shortfall, the assets of the Fund transferred as margin may be used to cover losses relating to such other clients of the clearing broker upon a clearing broker or CCP default.

The margin provided to the clearing broker by the Fund may exceed the margin that the clearing broker is required to provide to the CCP, particularly where an omnibus account is used. The Fund will be exposed to the clearing broker in respect of any margin which has been posted to the clearing broker but not posted to and recorded in an account with the CCP. In the event of the insolvency or failure of the clearing broker, the Fund's assets posted as margin may not be as well protected as if they had been recorded in an account with the CCP.

The Fund will be exposed to the risk that margin is not identified to the particular Fund while it is in transit from the Fund's account to the clearing broker's account and onwards from the clearing broker's account to the CCP. Such margin could, prior to its settlement, be used to offset the positions of another client of the clearing broker in the event of a clearing broker or CCP default.

A CCP's ability to identify assets attributable to a particular client in an omnibus account is reliant on the correct reporting of such client's positions and margin by the relevant clearing broker to that CCP. The Fund is therefore subject to the operational risk that the clearing broker does not correctly report such positions and margin to the CCP. In such event, margin transferred by the Fund in an omnibus account could be used to offset the positions of another client of the clearing broker in that omnibus account in the event of a clearing broker or CCP default.

In the event that the clearing broker becomes insolvent, the Fund may be able to transfer or "port" its positions to another clearing broker. Porting will not always be achievable. In particular, under the principal-to-principal model, where the Fund's positions are within an omnibus account, the ability of the Fund to port its positions is dependent on the timely agreement of all other parties whose positions are in that omnibus account and so porting may not be achieved. Where porting is not achieved, the Fund's positions may be liquidated and the value given to such positions by the CCP may be lower than the full value attributed to them by the Fund. Additionally, there may be a considerable delay in the return of any net sum due to the Fund while insolvency proceedings in respect of the clearing broker are ongoing.

If a CCP becomes insolvent, subject to administration or an equivalent proceeding or otherwise fails to perform, the Fund is unlikely to have a direct claim against the CCP and any claim will be made by the clearing broker. The rights of a clearing broker against the CCP will depend on the law of the country in which the CCP is established and other optional protections the CCP may offer, such as the use of a third party custodian to hold the Fund's margin. On the failure of a CCP, it is likely to be difficult or impossible for positions to be ported to another CCP and so transactions will likely be terminated. In such circumstances, it is likely that the clearing broker will only recover a percentage of the value of such transactions and consequently the amount the Fund will recover from the clearing broker will be similarly limited. The steps, timing, level of control and risks relating to that process will depend on the CCP, its rules and the relevant insolvency law. However, it is likely that there will be material delay and uncertainty around when and how much assets or cash, if any, the clearing broker will receive back from the CCP and consequently the amount the Fund will receive from the clearing broker.

16. Counterparty Risk

A Fund conducts transactions through or with brokers, clearing houses, market counterparties and other agents. A Fund will be subject to the risk of the inability of any such counterparty to perform its obligations, whether due to insolvency, bankruptcy or other causes.

A Fund may invest into instruments such as notes, swaps or warrants the performance of which is linked to a market or investment to which the Fund seeks to be exposed. Such instruments are issued by a range of counterparties and through its investment the Fund will be subject to the counterparty risk of the issuer, in addition to the investment exposure it seeks.

The Funds will only enter into OTC derivatives transactions, repurchase transactions and stock lending transactions with reputable institutions which are subject to prudential supervision and specialising in these types of transactions. In principle, the counterparty risk for such transactions should not exceed 10% of the relevant Fund's net assets when the counterparty is an approved bank or 5% of its net assets in other cases. However, if a counterparty defaults, the actual losses may exceed these limits. If a counterparty were to default on its obligations this may have an adverse impact on the performance of the relevant Fund causing loss to Unitholders.

17. Risks Associated with Dodd-Frank Wall Street Reform

Recent legislative and regulatory reforms, including Dodd-Frank Wall Street Reform, are expected to result in new regulation of swap agreements, including clearing, margin, reporting, recordkeeping and registration requirements. New regulations, could, amongst other things, restrict a Fund's ability to engage in swap transactions (for example, by making certain types of swap transactions no longer available to a Fund) and/or increase the costs of such swap transactions (for example, by increasing margin or capital requirements) and a Fund may as a result be unable to execute its investment strategies in a manner the Manager might otherwise choose. It is also unclear how the regulatory changes will affect counterparty risk.

18. Custody Risk

Assets of the Funds are safe kept by the Custodian and Unitholders are exposed to the risk of the Custodian not being able to fully meet its obligation to restitute in a short time frame all of the assets of the Funds in the case of bankruptcy of the Custodian. Securities of the Funds will normally be identified in the Custodian's books as belonging to the Funds and segregated from other assets of the Custodian which mitigates but does not exclude the risk of non restitution in case of bankruptcy. However, no such segregation applies to cash which increases the risk of non restitution in case of bankruptcy. The Custodian does not keep all the assets of the Funds itself but uses a network of sub-custodians which are not part of the same group of companies as the Custodian. Unitholders are exposed to the risk of bankruptcy of the sub-custodians in the same manner as they are to the risk of bankruptcy of the Custodian.

A Fund may invest in markets where custodial and/or settlement systems are not fully developed. The Custodian may have no liability where the assets of the Funds that are traded in such markets.

19. Smaller Companies Risk

A Fund which invests in smaller companies may fluctuate in value more than other Funds. Smaller companies may offer greater opportunities for capital appreciation than larger companies, but may also involve certain special risks. They are more likely than larger companies to have limited product lines, markets or financial resources, or to depend on a small, inexperienced management group. Securities of smaller companies may, especially during periods where markets are falling, become less liquid and experience short-term price volatility and wide spreads between dealing prices. They may also trade in the OTC market or on a regional exchange, or may otherwise have limited liquidity. Consequently investments in smaller companies may be more vulnerable to adverse developments than those in larger companies and the Fund may have more difficulty establishing or closing out its securities positions in smaller companies at prevailing market prices. Also, there may be less publicly available information about smaller companies or less market interest in the securities, and it may take longer for the prices of the securities to reflect the full value of the issuers’ earning potential or assets.

20. Technology Related Companies Risk

Investments in the technology sector may present a greater risk and a higher volatility than investments in a broader range of securities covering different economic sectors. The equity securities of the companies in which a Fund may invest are likely to be affected by world-wide scientific or technological developments, and their products or services may rapidly fall into obsolescence. In addition, some of these companies offer products or services that are subject to governmental regulation and may, therefore, be adversely affected by governmental policies. As a result, the investments made by a Fund may drop sharply in value in response to market, research or regulatory setbacks.

21. Lower Rated, Higher Yielding Debt Securities Risk

A Fund may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities. Accordingly, an investment in the Fund is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.

22. Property and Real Estate Companies Securities Risk

The risks associated with investments in securities of companies principally engaged in the real estate industry include: the cyclical nature of real estate values; risks related to general and local economic conditions; overbuilding and increased competition; increases in property taxes and operating expenses; demographic trends and variations in rental income; changes in zoning laws; casualty or condemnation losses; environmental risks; regulatory limitations on rents; changes in neighbourhood values; related party risks; changes in the appeal of properties to tenants; increases in interest rates; and other influences of capital markets on real estate. Generally, increases in interest rates will increase the costs of obtaining financing, which could directly and indirectly decrease the value of the Fund's investments.

The real estate market has, at certain times, not performed in the same manner as equity and bond markets. As the real estate market frequently performs, positively or negatively and without any correlation to the equity or bond markets, these investments may affect the performance of the Fund either in a positive or a negative manner.

23. Mortgage Related and Other Asset Backed Securities Risks

Mortgage-backed securities, including collateralised mortgage obligations and certain stripped mortgage-backed securities represent a participation in, or are secured by, mortgage loans. Asset-backed securities are structured like mortgage-backed securities, but instead of mortgage loans or interests in mortgage loans, the underlying assets may include such items as motor vehicles instalment sales or instalment loan contracts, leases of various types of real and personal property and receivables from credit card agreements.

Traditional debt investments typically pay a fixed rate of interest until maturity, when the entire principal amount is due. By contrast, payments on mortgage-backed and many asset-backed investments typically include both interest and partial payment of principal. Principal may also be prepaid voluntarily, or as a result of refinancing or foreclosure. A Fund may have to invest the proceeds from prepaid investments in other investments with less attractive terms and yields. As a result, these securities may have less potential for capital appreciation during periods of declining interest rates than other securities of comparable maturities, although they may have a similar risk of decline in market value during periods of rising interest rates. As the prepayment rate generally declines as interest rates rise, an increase in interest rates will likely increase the duration, and thus the volatility, of mortgage-backed and asset-backed securities. In addition to interest rate risk (as described above), investments in mortgage-backed securities composed of subprime mortgages may be subject to a higher degree of credit risk, valuation risk and liquidity risk (as described above). Duration is a measure of the expected life of a fixed income security that is used to determine the sensitivity of the security's price to changes in interest rates. Unlike the maturity of a fixed income security, which measures only the time until final payment is due, duration takes into account the time until all payments of interest and principal on a security are expected to be made, including how these payments are affected by prepayments and by changes in interest rates.

The ability of an issuer of asset-backed securities to enforce its security interest in the underlying assets may be limited. Some mortgage-backed and asset backed investments receive only the interest portion or the principal portion of payments on the underlying assets. The yields and values of these investments are extremely sensitive to changes in interest rates and in the rate of principal payments on the underlying assets. Interest portions tend to decrease in value if interest rates decline and rates of repayment (including prepayment) on the underlying mortgages or assets increase; it is possible that a Fund may loose the entire amount of its investment in an interest portion due to a decrease in interest rates. Conversely, principal portions tend to decrease in value if interest rates rise and rates of repayment decrease. Moreover, the market for interest portions and principal portions may be volatile and limited, which may make them difficult for a Fund to buy or sell.

A Fund may gain investment exposure to mortgage-backed and asset-backed investments by entering into agreements with financial institutions to buy the investments at a fixed price in a future date. A Fund may or may not take delivery of the investments at the termination date of such an agreement, but will nonetheless be exposed to changes in the value of the underlying investments during the term of the agreement.

24. Initial Public Offerings Risk

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

25. Risk associated with Debt Securities issued pursuant to Rule 144A under the Securities Act of 1933

SEC Rule 144A provides a safe harbour exemption from the registration requirements of the Securities Act of 1933 for resale of restricted securities to qualified institutional buyers, as defined in the rule. The advantage for Unitholders may be higher returns due to lower administration charges. However, dissemination of secondary market transactions in rule 144A securities is restricted and only available to qualified institutional buyers. This might increase the volatility of the security prices and, in extremes conditions, decrease the liquidity of a particular rule 144A security.

26. Potential Conflicts of Interest

The Manager and Trustee are both charity trustees (Charity Trustees) for the purposes of section 177 Charities Act 2011 and in this capacity they have agreed to the following shared set of principles in respect of their decision-making:

- In addition to any other legal and regulatory obligations they have, the Charity Trustees have a legal duty to act only in the best interests of the Trust and its Funds, in furtherance of its charitable purposes.
- In the context of the role of a charity trustee, a conflict of interest is any situation in which the Charity Trustees' interests could, or could be seen to, conflict with this duty.
- The Charity Trustees will identify, manage and record any conflict of interests in relation to the Trust and its Funds in accordance with their respective conflict of interest policies, their respective obligations under the Trust Deed and any applicable laws and guidance, including the Charity Commission Guidance (CC29) and the FCA Rules.
- The Charity Trustees acknowledge that nothing in this Prospectus will exclude or limit their duties or obligations as charity trustees or under any other applicable laws and guidance.

The Manager operates and maintains organisational and administrative arrangements designed to prevent conflicts of interest from adversely affecting the interests of the Trust and its Funds.

When identifying the types of conflict of interest that may arise, the Manager will take into account the interests of the Manager, including those deriving from its belonging to a group or from the performance of services and activities, the interests of the investors and the duty of the management company towards the Scheme, and the interests of any other scheme managed by the Manager. Once any such conflicts have been identified, the Manager will, acting in the best interests of the Fund, manage and record them in accordance with its conflict of interest policy, the Trust Deed and applicable laws and guidance.

Appendix III

Fund Details

General

Where a Fund's investment policy refers to investments in corporations of a particular country or region, such reference means (in the absence of any further specification) investments in companies listed, incorporated, headquartered or having their principal business activities in such country or region.

Where a Fund's investment policy refers to investments in non-government bonds, such reference includes (in the absence of any further specification) those issued by quasigovernment, supra-national agencies and sub-sovereign issuers as well as bonds issued by corporate entities.

Where a Fund’s investment policy refers to investments issued in a particular currency, such reference includes (in the absence of any further specification) investments issued in another currency but hedged back to the specified currency.

Where a Fund states that it will invest a percentage of its assets in a certain way (i) the percentage is indicative only as, for example, the Manager may adjust the Fund's exposure to certain asset classes in response to adverse market and/or economic conditions and/or expected volatility, when in the Manager’s view to do so would be in the best interests of the Fund and its unitholders; and (ii) such assets exclude cash or other liquidities which are not used as backup for derivatives unless otherwise stated. When a Fund states that it invests up to a maximum percentage of its assets (e.g. 80%) in a certain way, such assets include cash or other liquidities which are not used as backup for derivatives.

Where a Fund’s investment policy includes a benchmark, this has been chosen for the following reasons:

(A) for a comparator benchmark, many funds sold in the UK are grouped into sectors by the Investment Association (the “IA”, the trade body that represents UK investment managers) to help investors to compare funds with broadly similar characteristics. If the Fund is classified in any particular IA sector, this IA sector is shown as a comparator benchmark in the Fund Characteristics. The Fund may also show a comparator benchmark where the Investment Manager and the Manager believe that this benchmark is a suitable comparison for performance purposes.

(B) for a target benchmark that is a financial index, the benchmark has been selected because it is representative of the type of companies or other types of interest in which the Fund is likely to invest, and it is, therefore, an appropriate target in relation to the return that the Fund aims to provide and as a comparator for the Fund’s overall performance.

(C) for a target benchmark that is not a financial index, the benchmark has been selected because the target return of the Fund is to deliver or exceed the return of that benchmark as stated in the investment objective.

(D) for a constraining benchmark, the benchmark has been selected because the Investment Manager is constrained by reference to the value, price or components of that benchmark as stated in the investment objective.

SUTL Cazenove Charity Equity Value Fund

Investment Objective

The Fund aims to provide income and capital growth by investing in equity and equity related securities of UK companies. The Fund aims to provide a return in excess of the FTSE All-Share (Gross Total Return) index (after fees have been deducted) over five-year rolling periods but this cannot be guaranteed and your capital is at risk.

Investment Policy

The Fund is actively managed and invests at least 80% of its assets in equity and equity related securities of UK companies. These are companies that are incorporated, headquartered or have their principal business activities in the UK.

The Fund invests in "Value" stocks. Value is assessed by looking at indicators such as cash flows, dividends and earnings, to identify securities which the manager believes have been undervalued by the market

The Fund may also invest directly or indirectly in other securities (including in other asset classes), regions, industries or currencies, collective investment schemes (including Schroder funds), warrants and money market instruments, and hold cash.

The Fund may use derivatives with the aim of reducing risk or managing the Fund more efficiently (for more information please refer to section 6 of Appendix I of the Prospectus).

Fund Characteristics

Classes of Units	A Accumulation and A Income S Accumulation and S Income
Base Currency	GBP (£)
Valuation Point	12:00 p.m.
Dealing Frequency	Daily
Settlement Period of Subscription and Redemption Proceeds	Within 4 Business Days from the relevant Dealing Day
Investment Adviser	Schroder Investment Management Limited
Annual Accounting Date	30 September [1]
Half-Yearly Accounting Date	31 March
Income Allocation Date	30 November, 28 February, 31 May and 31 August
Profile of a Typical Investor	The Fund aims to provide capital growth. It may be suitable for investors who are seeking long-term returns offered through investment in equities. Investors should regard their investment as medium to long-term and should read the risk warnings set out in Appendix II and the Fund's Key Investor Information Document before investing.
Benchmark	The Fund's performance should be assessed against its target benchmark, being to exceed the FTSE All-Share (Gross Total Return) index, and compared against the MSCI UK Value Weighted (Gross Total Return) Index. The Investment Manager invests on a discretionary basis and is not limited to investing in accordance with the composition of the benchmark.
Benchmark Selection	The target benchmark has been selected because it is representative of the type of investments in which the Fund is likely to invest, and it is, therefore, an appropriate target in relation to the return that the Fund aims to provide. The comparator benchmark has been selected because the Investment Manager and the Manager believe that this benchmark is a suitable comparison for performance purposes given the Fund's investment objective and policy.
Specific Fund Risk Factors	These specific risk factors should be read in conjunction with the general risks of investment detailed in Appendix II.
Annual Management Charge Being Charged Wholly to Capital	As a result of the annual management fee being charged wholly to capital, the distributable income may be higher, but the capital value may be eroded which may affect future performance.
Responsible Investment	The Fund will not invest in securities of companies in the FTSE All Share Index that manufacture cigarettes and tobacco products as determined by the Manager. The restriction does not extend to companies that sell tobacco products. The exclusion of these stocks is not expected to have a significant negative impact on returns to the Fund in the long term. This policy will be reviewed regularly by the Manager.

1 The first half-yearly accounting date be 31 March 2019 and the first annual accounting date will be 30 September 2019.

Unit Class Features

Classes of Units	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding	Annual Management Charge	Initial Charge
A	£10,000	£1,000	£10,000	0.50%	0.00%
S	None	None	None	Up to 0.50%	0.00%

SUTL Cazenove Charity Equity Income Fund

Investment Objective

The Fund aims to provide income and capital growth by investing in equity and equity related securities of UK companies. The Fund aims to provide income in excess of the FTSE All Share Index yield and a total return that exceeds the FTSE All Share (Gross Total Return) index (after fees have been deducted) over rolling five-year periods but this cannot be guaranteed and your capital is at risk.

Investment Policy

The Fund is actively managed and invests at least 80% of its assets in equity and equity related securities of UK companies. These are companies that are incorporated, headquartered or have their principal business activities in the UK. The Fund seeks to invest in a diversified portfolio of equity and equity related securities whose dividend yield in aggregate is greater than the average market yield. Equities with below average dividend yield may be included in the portfolio when the Investment Manager considers that they have the potential to pay above average income in future.

The Fund may also invest directly or indirectly in other securities (including in other asset classes), regions, industries or currencies, collective investment schemes (including Schroder funds), warrants and money market instruments, and hold cash.

The Fund may use derivatives with the aim of reducing risk or managing the Fund more efficiently (for more information please refer to section 6 of Appendix I of the Prospectus).

Fund Characteristics

Classes of Units	A Accumulation and A Income S Accumulation and S Income
Base Currency	GBP (£)
Valuation Point	12:00 p.m.
Dealing Frequency	Daily
Settlement Period of Subscription and Redemption Proceeds	Within 4 Business Days from the relevant Dealing Day
Investment Adviser	Schroder Investment Management Limited
Annual Accounting Date	30 September [1]
Half-Yearly Accounting Date	31 March
Income Allocation Date	30 November, 28 February, 31 May and 31 August
Profile of a Typical Investor	The Fund aims to provide income with some capital growth potential. It may be suitable for investors who are more concerned with achieving a higher income through investment in high yield equity securities. Investors should regard their investment as medium to long-term and should read the risk warnings set out in Appendix II and the Fund's Key Investor Information Document before investing.
Benchmark	The Fund’s performance should be assessed against its target benchmarks, being to exceed the FTSE All Share Index yield and the FTSE All Share Index total return, and compared against and the Investment Association Equity Income sector average. The Investment Manager invests on a discretionary basis and is not limited to investing in accordance with the composition of the benchmark.
Benchmark Selection	The target benchmarks have been selected because they are representative of the type of investments in which the Fund is likely to invest, and they are, therefore, an appropriate target in relation to the return that the Fund aims to provide. The comparator benchmark has been selected because the Investment Manager and the Manager believe that this benchmark is a suitable comparison for performance purposes given the Fund’s investment objective and policy.
Responsible Investment	The Fund will not invest in securities of companies in the FTSE All Share Index that manufacture cigarettes and tobacco products as determined by the Manager. The restriction does not extend to companies that sell tobacco products. The exclusion of these stocks is not expected to have a significant negative impact on returns to the Fund in the long term. This policy will be reviewed regularly by the Manager.
Specific Fund Risk Factors	These specific risk factors should be read in conjunction with the general risks of investment detailed in Appendix II.
Annual Management Charge Being Charged Wholly to Capital	As a result of the annual management fee being charged wholly to capital, the distributable income may be higher, but the capital value may be eroded which may affect future performance.

[1] The first half-yearly accounting date be 31 March 2019 and the first annual accounting date will be 30 September 2019.

Unit Class Features

Classes of Units	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding	Annual Management Charge	Initial Charge
A	£10,000	£1,000	£10,000	0.50%	0.00%
S	None	None	None	Up to 0.50%	0.00%

SUTL Cazenove Charity Bond Fund

Investment Objective

The Fund aims to provide income by investing in fixed and floating rate securities. The Fund aims to provide a total return in excess of the FTSE A Government All Stocks (Gross Total Return) index (after fees have been deducted) over rolling five-year periods but this cannot be guaranteed and your capital is at risk.

Investment Policy

The Fund is actively managed and invests at least 80% of its assets in fixed and floating rate securities denominated in sterling (or in other currencies and hedged back into sterling) issued by governments, government agencies, supra-nationals and companies worldwide.

The Fund has a responsible investment policy. The responsible investment policy applies investment restrictions on companies involved in military products and services, non-military firearms, pornography, tobacco, gambling, alcoholic drinks, high interest rate lending, human embryonic cloning, tar sands and thermal coal.

The Fund will invest up to 50% of the Fund's assets in fixed and floating rate securities issued by companies (including credit default swaps).

The Fund may invest up to 20% of its asset on a currency hedged basis in bonds denominated in currencies other than sterling.

The Fund invests no more than 20% of its assets in below investment grade instruments (as measured by Standard & Poor's or any other equivalent credit rating agencies). The Fund will be restricted to the following investment limits in non-investment grade bonds:

– a maximum of 5% of its assets in B rated bonds with no more than 1% in any one name;

– a maximum of 15% of its assets in BB rated bonds with no more than 2% in any one name.

The Fund may also invest directly or indirectly in other securities (including in other asset classes), regions, industries or countries, collective investment schemes (including Schroder funds), warrants and money market instruments, and hold cash.

The Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently (for more information please refer to section 6 of Appendix I of the Prospectus). The Fund may use leverage and take short positions.

Fund Characteristics

Classes of Units	A Accumulation and A Income S Accumulation and S Income
Base Currency	GBP (£)
Valuation Point	12:00 p.m.
Dealing Frequency	Daily
Settlement Period of Subscription and Redemption Proceeds	Within 4 Business Days from the relevant Dealing Day
Investment Adviser	Schroder Investment Management Limited
Annual Accounting Date	30 September [1]
Half-Yearly Accounting Date	31 March
Income Allocation Date	30 November, 28 February, 31 May and 31 August
Profile of a Typical Investor	The Fund aims to provide income with some capital growth potential. It may be suitable for investors who are seeking to combine income with some capital growth opportunities in the relative stability of the debt markets over the long term. Investors should regard their investment as medium to long-term and should read the risk warnings set out in Appendix II and the Fund's Key Investor Information Document before investing.
Benchmark	The Fund's performance should be assessed against its target benchmark, being to exceed the FTSE A Government All Stocks (Gross Total Return) index, and compared against the Investment Association's UK Gilt sector average. The Investment Manager invests on a discretionary basis and is not limited to investing in accordance with the composition of the benchmark.
Benchmark Selection	The target benchmark has been selected because it is representative of the type of investments in which the Fund is likely to invest, and it is, therefore, an appropriate target in relation to the return that the Fund aims to provide. The comparator benchmark has been selected because the Investment Manager and the Manager believe that this benchmark is a suitable comparison for performance purposes given the Fund's investment objective and policy.
Responsible Investment	The Fund will not invest directly in companies which fail to meet the responsible investment criteria set by the Manager.

[1] The first half-yearly accounting date be 31 March 2019 and the first annual accounting date will be 30 September 2019.

	The full responsible investment criteria applicable to the Fund are set out in a separate responsible investment policy which is available to investors on www.cazenovecharities.com. The policy reflects common charity concerns and may be amended as considered necessary in consultation with unit holders. This policy will be reviewed regularly by the Manager.
Specific Fund Risk Factors	These specific risk factors should be read in conjunction with the general risks of investment detailed in Appendix II.
Investment in Lower Rated, High Yielding Debt Securities	The Fund may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities. Accordingly, an investment in the Fund is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.
All Charges Being Charged Wholly to Capital	As a result of all charges being charged wholly to capital, the distributable income may be higher, but the capital value may be eroded which may affect future performance.

Unit Class Features

Classes of Units	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding	Annual Management Charge	Initial Charge
A	£10,000	£1,000	£10,000	0.30%	0.00%
S	None	None	None	Up to 0.30%	0.00%

Appendix IV

Eligible Markets List

In order to qualify as an approved security, the market upon which securities are admitted to or dealt must, with certain exceptions permitted under COLL regulations, meet certain criteria as laid down in COLL.

Eligible Markets include any market established in a member state of the European Union or the European Economic Area (an EEA State) on which transferable securities admitted to official listing in the member state are dealt in or traded. It also includes Multilateral Trading Facilities (MTFs) operating in the EU which operates regularly and are open to the public. In the case of all other markets, in order to qualify as an eligible market, the Manager, after consultation with the Trustee, must be satisfied that the relevant market; (A) is regulated; (B) operates regularly; (C) is recognised; (D) is open to the public; (E) is adequately liquid and (F) has adequate arrangements for unimpeded transmission of income and capital to investors.

The Manager, after consultation with the Trustee, has decided that the following securities exchanges are eligible markets in the context of the investment policy of the Funds.

Regional	
Europe	Those markets established in a member state on which transferable securities admitted to official listing in a member state are dealt in or traded. The market organised by the International Capital Markets Association (ICMA)
Country	
Australia	Australian Securities Exchange
Brazil	BM&FBOVESPA and Bolsa De Valores De Rio de Janerio
Canada	Toronto Stock Exchange and TSX Venture Exchange
China	Shanghai Stock Connect
Hong Kong	Hong Kong Stock Exchange and GEM (Growth Enterprise Market) Hong Kong Stock Connect Hong Kong Bond Connect
India	Bombay (Mumbai) Stock Exchange and National Stock Exchange
Indonesia	Indonesian Stock Exchange
Israel	Tel Aviv Stock Exchange
Japan	The stock exchanges in Fukuoka, Nagoya, Sapporo, Osaka and Tokyo, JASDAQ (and Mothers Market sections of Tokyo Stock Exchange)
Korea	Korea Exchange and KOSDAQ
Malaysia	Bursa Malaysia
Mexico	Mexican Stock Exchange
New Zealand	New Zealand Stock Exchange
Peru	Lima Stock Exchange
Philippines	Philippines Stock Exchange
Saudi Arabia	Tadawul Exchange
Singapore	Singapore Exchange
Sri Lanka	Colombo Stock Exchange
South Africa	Johannesburg Stock Exchange
Switzerland	SIX Swiss Exchange including the former exchange SWX Europe
Taiwan	Taipei Exchange and Taiwan GreTai Securities Market
Thailand	Stock Exchange of Thailand
Turkey	Istanbul Stock Exchange
UK	Those markets established in the UK on which transferable securities admitted to official listing in the UK are dealt in or traded, including LSE and AIM

USA	The NASDAQ Global Select Market, The NASDAQ Global Market and The NASDAQ Capital Market – collectively the NASDAQ Stock Market (the electronic inter-dealer quotation system of America operated by the National Association of Securities Dealers Inc) Any exchange registered with the Securities and Exchange Commission as a national stock exchange including Chicago Stock Exchange, NASDAQ OMX BX, NASDAQ OMX PHLX, National Stock Exchange, NYSE Euronext, NYSE Amex and NYSE Arca The market in transferable securities issued by or on behalf of the Government of the United States of America conducted through those persons for the time being recognised and supervised by the Federal Reserve Bank of New York and known as primary dealers The Over-the-Counter Market regulated by the National Association of Securities Dealers Inc FINRA Trade Reporting and Compliance Engine (TRACE)
Derivatives	
Australia	ASX Trade24
Belgium	NYSE Euronext Brussels
Brazil	BM&FBOVESPA
Canada	Montreal Exchange
Columbia	Bolsa De Valores
France	NYSE Euronext, Paris
Germany	Eurex
Hong Kong	Hong Kong Futures Exchange
India	National Stock Exchange
Italy	Borsa Italiana (Italian Derivatives Market)
Japan	Osaka Stock Exchange, Tokyo Stock Exchange, Tokyo Financial Exchange
Korea	Korea Exchange
Mexico	Mercado Mexicano de Derivados
Netherlands	NYSE Euronext, Amsterdam
Poland	Warsaw Stock Exchange
Russia	The Moscow Exchange
Singapore	Singapore Exchange
South Africa	Johannesburg Stock Exchange
Spain	MEFF Renta Variable (Madrid)
Sweden	Nasdaq OMX, Stockholm and NASDAQ OMX Nordic
Switzerland	Eurex
Taiwan	Taiwan Futures Exchange
Turkey	Turkish Derivatives Exchange
UK	ICE Futures Exchange
USA	CME Group (including Chicago Board of Trade (CBOT), Chicago Mercantile Exchange (CME), COMEX, New York Mercantile Exchange (NYMEX)), Chicago Board Options Exchange (CBOE), CBOE Futures Exchange (CFE), ICE Futures US Inc, NASDAQ OMX Futures Exchange (NFX), Eris Exchange

Appendix V

Determination of Net Asset Value

All Funds listed in this prospectus are single priced. A single priced Fund has a single price for buying and selling Units on any Business Day (the Mid Market Value) and may be subject to the imposition of a dilution adjustment after which the price to be applied is known as the "Dealing Price".

Units will be bought or sold on a forward price basis being the price calculated at the next valuation following receipt of Unitholders' instructions by the Managers.

1. Determination of Net Asset Value for single priced Funds

Calculation of Mid Market Value

The funds are single priced. The value of the property of each Fund shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

(A) All the property of the Fund (including receivables) is to be included, subject to the following provisions.

(B) Property which is not cash (or other assets dealt with in paragraph (3 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

(1) units or shares in a collective investment scheme:

(I) if a single price for buying and selling units or shares is quoted, at that price; or

(II) if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or

(III) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the Manager, is fair and reasonable;

(2) exchange-traded derivative contracts:

(I) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or

(II) if separate buying and selling prices are quoted, at the average of the two prices;

(3) over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the Manager and the Trustee;

(4) any other investment:

(I) if a single price for buying and selling the security is quoted, at that price; or

(II) if separate buying and selling prices are quoted, at the average of the two prices; or

(III) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the Manager's best estimate of the value, at a value which, in the opinion of the Manager, is fair and reasonable; and

(5) property other than that described in (1), (2), (3) and (4) above: at a value which, in the opinion of the Manager, represents a fair and reasonable mid-market price.

(C) Cash and amounts held in current, deposit and margin accounts and in other time-related deposits shall be valued at their nominal values.

(D) In determining the value of the scheme property, all instructions given to issue or cancel units shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received and all consequential action required by the Regulations or the Trust Deed shall be assumed (unless the contrary has been shown) to have been taken.

(E) Subject to paragraphs (F) and (G) 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 Manager, their omission shall not materially affect the final net asset amount.

(F) 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 (E).

(G) All agreements are to be included under paragraph (E) which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the Manager's employment take all reasonable steps to inform it immediately of the making of any agreement.

(H) Deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the Fund; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax, and stamp duty.

(I) Deduct an estimated amount for any liabilities payable out of the property of the Fund and any tax thereon treating periodic items as accruing from day-to-day.

(J) Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.

(K) Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.

(L) Add any other credits or amounts due to be paid into the property of the Fund.

(M) Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.

(N) Currencies or values in currencies other than the base currency shall be converted at the relevant valuation point at a rate of exchange that is not likely to result in any material prejudice to the interests of unitholders or potential unitholders.

Dilution

The actual cost of purchasing or selling the Fund's investments may be higher or lower than the Mid-Market Value used in calculating the Unit 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 Unitholders' interest in the Fund, this is known as 'dilution'.

Dilution Adjustment and Large Deals

To mitigate the effects of dilution the Manager has the discretion to make a dilution adjustment on the sale or redemption of Units to adjust the price.

The need to make a dilution adjustment will depend on the volume of sales or redemptions of Units. The Manager may make a discretionary dilution adjustment if, in its opinion, the existing (for net purchases) or remaining Unitholders (for net redemptions) might otherwise be adversely affected. The Manager therefore reserves the right to make a dilution adjustment in the following circumstances:

(A) where the Fund is in continual decline (is suffering a net outflow of investment);

(B) on the Fund experiencing large levels of net sales relative to its size;

(C) on the Fund experiencing net sales or net redemptions on any day equivalent to 1% or more of the size of that Fund;

(D) in any other case where the Manager is of the opinion that the interests of existing or continuing Unitholders and potential Unitholders, require the imposition of a dilution adjustment.

Where a dilution adjustment is made, it will typically increase the dealing price when there are net inflows into the Fund and decrease the dealing price when there are net outflows. The dealing price of each class of Unit in the Fund will be calculated separately but any dilution adjustment will, in percentage terms, affect the price of Units of each class identically.

On the occasions when the dilution adjustment is not made there may be an adverse impact on the total assets of the Fund.

As dilution is related to the inflows and outflows of money from the Fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently it is also not possible to accurately predict how frequently the Manager will need to make such a dilution adjustment. In the usual course of business, the application of a dilution adjustment will be triggered mechanically and on a consistent basis.

Because the dilution adjustment for each Fund will be calculated by reference to the costs of dealing in the underlying investments of that Fund, including any dealing spreads, and these can vary with market conditions, this means that the amount of the dilution adjustment can vary over time.

Estimates of the dilution adjustments for each Fund are set out in the section below based on the securities held in each Fund and market conditions at the time of publication of the prospectus.

Estimated Dilution Adjustments

	Estimated Dilution Adjustment applicable to purchases	*Estimated Dilution Adjustment applicable to redemption*
SUTL Cazenove Charity Equity Value Fund	*0.08%*	*0.08%*
SUTL Cazenove Charity UK Equity Income Fund	*0.10%*	*0.10%*
SUTL Cazenove Charity Bond Fund	*0.14%*	*0.14%*

Appendix VI

Other Collective Investment Schemes managed by the Manager

The Manager is also the manager of the following authorised unit trust schemes:

- Schroder Absolute Return Bond Fund
- Schroder Advanced Beta Global Corporate Bond Fund
- Schroder Advanced Beta Global Equity Small and Mid Cap Fund
- Schroder Advanced Beta Global Equity Value Fund
- Schroder Advanced Beta Global Sovereign Bond Fund
- Schroder Advanced Beta UK Equity Fund
- Schroder All Maturities Corporate Bond Fund
- Schroder All Maturities Index Linked Bond Fund
- Schroder Asian Alpha Plus
- Schroder Asian Income Fund
- Schroder Asian Income Maximiser
- Schroder Diversified Growth Fund
- Schroder Dynamic Multi Asset Fund
- Schroder European Alpha Plus Fund
- Schroder European Fund
- Schroder European Smaller Companies Fund
- Schroder Flexible Retirement Fund
- Schroder Gilt and Fixed Interest Fund
- Schroder Global Emerging Markets Fund
- Schroder Global Equity Fund
- Schroder Global Equity Income Fund
- Schroder Global Healthcare Fund
- Schroder Global Multi-Factor Equity Fund
- Schroder Global Cities Real Estate Income
- Schroder Global Cities Real Estate
- Schroder Income Fund
- Schroder Income Maximiser
- Schroder Institutional Growth Fund
- Schroder Institutional Index Linked Bond Fund
- Schroder Institutional Long Dated Sterling Bond Fund
- Schroder Institutional Pacific Fund
- Schroder Institutional Sterling Bond Fund
- Schroder Institutional UK Smaller Companies Fund
- Schroder Long Dated Corporate Bond Fund
- Schroder Managed Balanced Fund
- Schroder Mixed Distribution Fund
- Schroder Moorgate I Fund
- Schroder Managed Wealth Portfolio
- Schroder MM Diversity Fund
- Schroder MM Diversity Balanced Fund
- Schroder MM Diversity Income Fund
- Schroder MM Diversity Tactical Fund
- Schroder MM International Fund
- Schroder MM UK Growth Fund
- Schroder High Yield Opportunities Fund
- Schroder Prime UK Equity Fund
- Schroder QEP Global Active Value Fund
- Schroder QEP Global Core Fund
- Schroder QEP Global Emerging Markets Fund
- Schroder QEP US Core Fund
- Schroder Recovery Fund
- Schroder Small Cap Discovery Fund
- Schroder Responsible Value UK Equity Fund
- Schroder Sterling Broad Market Bond Fund
- Schroder Strategic Bond Fund
- Schroder Sustainable Multi-Factor Equity Fund
- Schroder Tokyo Fund
- Schroder UK Alpha Plus Fund
- Schroder UK Equity Fund
- Schroder UK Mid 250 Fund
- Schroder UK Real Estate Fund Feeder Trust
- Schroder UK Smaller Companies Fund
- Schroder US Mid Cap Fund
- Schroder US Smaller Companies Fund
- Schroder US Equity Income Maximiser
- SUTL Cazenove GBP Balanced Fund
- SUTL Cazenove GBP Growth Fund
- Anla Fund

- Bowdon General Fund
- Caversham Fund
- Elystan Fund
- Gresham General Fund
- Pilot Hill Fund
- Start Hill Fund
- Thornton Fund
- Winding Wood Fund
- The Betton Fund
- The Blair Fund
- The Cutty Fund
- The Global Growth Fund
- The Little Acorn Fund
- The Milton Fund
- The Mount Diston Fund
- The Pondtail Fund
- The Second Managed Growth Fund
- The Springfield Trust
- Evergreen Fund
- Bass Rock Fund
- Broombriggs Fund
- Scriventon Fund
- Barnegat Light Fund
- Countess Fund
- The Blackline Fund
- Eiger Fund
- Ardnave Fund

The Manager is also ACD for Schroder Investment Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder UK Opportunities Fund
- Schroder UK Dynamic Smaller Companies Fund
- Schroder Sterling Corporate Bond Fund
- Schroder Strategic Credit Fund
- Schroder European Recovery Fund
- Schroder Core UK Equity Fund
- Schroder UK Alpha Income Fund
- Schroder European Alpha Income Fund
- Schroder Global Recovery Fund
- Schroder Multi-Asset Total Return Fund
- Schroder India Equity Fund

The Manager is also ACD for:

- The Arcadia Fund
- The Clarkston Fund
- The Wakefield Fund

The Manager is also ACD for Schroder Fusion Investment Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder Fusion Portfolio 3
- Schroder Fusion Portfolio 4
- Schroder Fusion Portfolio 5
- Schroder Fusion Portfolio 6
- Schroder Fusion Portfolio 7
- Schroder Fusion Managed Defensive Fund

The Manager is also ACD for Schroder Dynamic Investment Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder Dynamic Planner Portfolio 3
- Schroder Dynamic Planner Portfolio 4
- Schroder Dynamic Planner Portfolio 5
- Schroder Dynamic Planner Portfolio 6
- Schroder Dynamic Planner Portfolio 7

The Manager is also ACD for Schroder Absolute Return Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder UK Dynamic Absolute Return Fund
- Schroder European Equity Absolute Return Fund

The Manager is also the Manager of SUTL Cazenove Charity Non-UCITS Fund which currently has the following sub-trusts:

SUTL Cazenove Charity Multi-Asset Fund

SUTL Cazenove Charity Responsible Multi-Asset Fund

Appendix VII

Performance Details

The historical performance [2] of each Fund is as follows:

Annual performance is shown for A Class Accumulation Units. If A Class Accumulation Units have not been issued the unit class with the highest annual management charge will be shown. 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 investors may not get back the amount originally invested.

Fund	2018 (%)	2017 (%)	2016 (%)	2015 (%)	2014 (%)
SUTL Cazenove Charity Equity Value Fund	-	-	-	-	-
SUTL Cazenove Charity Equity Income Fund	-	-	-	-	-
SUTL Cazenove Charity Bond Fund	-	-	-	-	-

2 Source: Schroders – mid to mid price with net income reinvested, net of the ongoing charges and portfolio costs.

Appendix VIII

List of the third party delegates appointed by the Depositary – as 23 May 2018

Please note that from 1 July 2017 J.P. Morgan Bank Luxembourg S.A. is an intermediary sub custodian between JPMorgan Chase Bank N.A. and JPMorgan Chase Bank N.A. Mumbai Branch as Indian sub custodian.

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
ARGENTINA	HSBC Bank Argentina S.A. Bouchard 557, 18th Floor C1106ABJ Buenos Aires ARGENTINA	HSBC Bank Argentina S.A. Buenos Aires
AUSTRALIA	JPMorgan Chase Bank, N.A. ** Level 31, 101 Collins Street Melbourne 3000 AUSTRALIA	Australia and New Zealand Banking Group Ltd. Melbourne
AUSTRIA	UniCredit Bank Austria AG Julius Tandler Platz – 3 A-1090 Vienna AUSTRIA	J.P. Morgan AG Frankfurt am Main
BAHRAIN	HSBC Bank Middle East Limited Road No 2832 Al Seef 428 BAHRAIN	HSBC Bank Middle East Limited Al Seef
BANGLADESH	Standard Chartered Bank Portlink Tower Level-6, 67 Gulshan Avenue Gulshan Dhaka -1212 BANGLADESH	Standard Chartered Bank Dhaka
BELGIUM	BNP Paribas Securities Services S.C.A. Central Plaza Building Rue de Loxum, 25 7th Floor 1000 Brussels BELGIUM	J.P. Morgan AG Frankfurt am Main
BERMUDA	HSBC Bank Bermuda Limited 3rd Fl Front Street Hamilton HM 11 BERMUDA	HSBC Bank Bermuda Limited Hamilton
BOTSWANA	Standard Chartered Bank Botswana Limited 5th Floor, Standard House P.O. Box 496 Queens Road, The Mall Gaborone BOTSWANA	Standard Chartered Bank Botswana Limited Gaborone
BRAZIL	J.P. Morgan S.A. DTVM Av. Brigadeiro Faria Lima, 3729, Floor 06 Sao Paulo SP 04538-905 BRAZIL	J.P. Morgan S.A. DTVM Sao Paulo
BULGARIA	Citibank Europe plc Serdika Offices 10th Floor 48 Sitnyakovo Blvd Sofia 1505 BULGARIA	ING Bank N.V. Sofia
CANADA	CIBC Mellon Trust Company 1 York Street, Suite 900 Toronto Ontario M5J OB6 CANADA Royal Bank of Canada 155 Wellington Street West, 2nd Floor Toronto Ontario M5V 3L3 CANADA	Royal Bank of Canada Toronto
CHILE	Banco Santander Chile Bandera 140, Piso 4 Santiago CHILE	Banco Santander Chile Santiago

** J.P. Morgan affiliate

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
CHINA A-SHARE	HSBC Bank (China) Company Limited 33/F, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai 200120 THE PEOPLE'S REPUBLIC OF CHINA	HSBC Bank (China) Company Limited Shanghai
CHINA B-SHARE	HSBC Bank (China) Company Limited 33/F, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai 200120 THE PEOPLE'S REPUBLIC OF CHINA	JPMorgan Chase Bank, N.A. New York JPMorgan Chase Bank, N.A. Hong Kong
CHINA CONNECT	JPMorgan Chase Bank, N.A. 48th Floor, One Island East 18 Westlands Road, Quarry Bay HONG KONG	JPMorgan Chase Bank, N.A. Hong Kong
COLOMBIA	Cititrust Colombia S.A. Carrera 9 A # 99-02, 3rd floor Bogota COLOMBIA	Cititrust Colombia S.A. Bogotá
COSTA RICA	Banco BCT, S.A. 150 Metros Norte de la Catedral Metropolitana Edificio BCT San Jose COSTA RICA	Banco BCT, S.A. San Jose
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CROATIA	Privredna banka Zagreb d.d. Radnicka cesta 50 10000 Zagreb CROATIA	Zagrebacka banka d.d. Zagreb
CYPRUS	HSBC France Athens Branch 109-111, Messogian Ave. 115 26 Athens GREECE	J.P. Morgan AG Frankfurt am Main
CZECH REPUBLIC	UniCredit Bank Czech Republic and Slovakia, a.s BB Centrum – FILADELFIE Zeletavska 1525-1 140 92 Prague 1 CZECH REPUBLIC	Ceskoslovenska obchodni banka, a.s. Prague
DENMARK	Nordea Bank Danmark A/S Christiansbro Strandgade 3 P.O. Box 850 DK-0900 Copenhagen DENMARK	Nordea Bank Danmark A/S Copenhagen
EGYPT	Citibank, N.A. The Bloomberg Building Plot 46, 1st District 5th Settlement, Off Road 90, Cairo EGYPT	Citibank, N.A. Cairo
ESTONIA	Swedbank AS Liivalaia 8 15040 Tallinn ESTONIA	J.P. Morgan AG Frankfurt am Main
FINLAND	Nordea Bank Finland Plc Satamaradankatu 5 FIN-00020 NORDEA Helsinki FINLAND	J.P. Morgan AG Frankfurt am Main
FRANCE	BNP Paribas Securities Services S.C.A. 3, rue d'Antin 75002 Paris France	J.P. Morgan AG Frankfurt am Main

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
GERMANY	Deutsche Bank AG Alfred-Herrhausen-Allee 16-24 D-65760 Eschborn GERMANY J.P. Morgan AG#. Taunustor 1 (TaunusTurm) 60310 Frankfurt am Main GERMANY # Custodian for local German custody clients only.	J.P. Morgan AG Frankfurt am Main
GHANA	Standard Chartered Bank Ghana Limited Accra High Street P.O. Box 768 Accra GHANA	Standard Chartered Bank Ghana Limited Accra
GREECE	HSBC Bank plc Messogion 109-111 11526 Athens GREECE	J.P. Morgan AG Frankfurt am Main
HONG KONG	JPMorgan Chase Bank, N.A. 48th Floor, One Island East 18 Westlands Road, Quarry Bay HONG KONG	JPMorgan Chase Bank, N.A. Hong Kong
HUNGARY	Deutsche Bank AG Hold utca 27 H-1054 Budapest HUNGARY	ING Bank N.V. Budapest
ICELAND	Islandsbanki hf. Kirkjusandur 2 IS-155 Reykjavik ICELAND	Islandsbanki hf. Reykjavik
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INDIA	JPMorgan Chase Bank, N.A. 6th Floor, Paradigm 'B' Wing Mindspace, Malad (West) Mumbai 400 064 INDIA	JPMorgan Chase Bank, N.A. Mumbai
INDONESIA	PT Bank HSBC Indonesia Menara Mulia 25th Floor Jl. Jendral Gatot Subroto Kav. 9-11 Jakarta 12930 INDONESIA	The Hongkong and Shanghai Banking Corporation Limited Jakarta
IRELAND	JPMorgan Chase Bank, N.A. 25 Bank Street, Canary Wharf London E14 5JP UNITED KINGDOM	J.P. Morgan AG Frankfurt am Main
ISRAEL	Bank Leumi le-Israel B.M. 35, Yehuda Halevi Street 65136 Tel Aviv ISRAEL	Bank Leumi le-Israel B.M. Tel Aviv
ITALY	BNP Paribas Securities Services S.C.A. Piazza Line Bo Bardi, 3 20124 Milan ITALY	J.P. Morgan AG Frankfurt am Main
JAPAN	Mizuho Bank, Ltd. 2-15-1, Konan Minato-ku Tokyo 108-6009 JAPAN MUFG Bank Ltd. 1-3-2 Nihombashi Hongoku-cho Chuo-ku Tokyo 103-0021 JAPAN	JPMorgan Chase Bank, N.A. Tokyo

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
JORDAN	Standard Chartered Bank Shmeissani Branch Al-Thaqafa Street Building # 2 P.O. Box 926190 Amman JORDAN	Standard Chartered Bank Amman
KAZAKHSTAN	JSC Citibank Kazakhstan Park Palace, Building A, Floor 2 41 Kazybek Bi Almaty 050010 KAZAKHSTAN	JSC Citibank Kazakhstan Almaty
KENYA	Standard Chartered Bank Kenya Limited Chiromo 48 Westlands Road Nairobi 00100 KENYA	Standard Chartered Bank Kenya Limited Nairobi
KUWAIT	HSBC Bank Middle East Limited Kuwait City, Sharq Area Abdulaziz Al Sager Street, Al Hamra Tower, 37F Safat 13017 KUWAIT	HSBC Bank Middle East Limited Safat
LATVIA	Swedbank AS Balasta dambis 1a Riga LV-1048 LATVIA	J.P. Morgan AG Frankfurt am Main
LEBANON *SUSPENDED UNTIL FURTHER NOTICE.*	HSBC Bank Middle East Limited HSBC Main Building Riad El Solh, P.O. Box 11-1380 1107-2080 Beirut LEBANON	JPMorgan Chase Bank, N.A New York
LITHUANIA	AB SEB Bankas 12 Gedimino pr. LT 2600 Vilnius LITHUANIA	AB SEB Bankas Vilnius J.P. Morgan AG Frankfurt am Main
LUXEMBOURG	BNP Paribas Securities Services S.C.A. 60 Avenue John F. Kennedy L-1855 Luxembourg LUXEMBOURG	J.P. Morgan AG Frankfurt am Main
MALAWI	Standard Bank Limited, Malawi 1st Floor Kaomba House Cnr Glyn Jones Road & Victoria Avenue Blantyre MALAWI	Standard Bank Limited, Malawi Blantyre
RESTRICTED SERVICE ONLY.		
MALAYSIA	HSBC Bank Malaysia Berhad 2 Leboh Ampang 12th Floor, South Tower 50100 Kuala Lumpur MALAYSIA	HSBC Bank Malaysia Berhad Kuala Lumpur
MAURITIUS	The Hongkong and Shanghai Banking Corporation Limited HSBC Centre 18 Cybercity Ebene MAURITIUS	The Hongkong and Shanghai Banking Corporation Limited Ebene
MEXICO	Banco Nacional de Mexico, S.A. Act. Roberto Medellin No. 800 3er Piso Norte Colonia Santa Fe 01210 Mexico, D.F. MEXICO	Banco Santander (Mexico), S.A. Mexico, D.F.
MOROCCO	Société Générale Marocaine de Banques 55 Boulevard Abdelmoumen Casablanca 20100 MOROCCO	Attijariwafa Bank S.A. Casablanca

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
NAMIBIA	Standard Bank Namibia Limited 2nd Floor, Town Square Building Cnr. Werner List and Post Street Mall P.O.Box 3327 Windhoek NAMIBIA	The Standard Bank of South Africa Limited Johannesburg
NETHERLANDS	BNP Paribas Securities Services S.C.A. Herengracht 595 1017 CE Amsterdam NETHERLANDS	J.P. Morgan AG Frankfurt am Main
NEW ZEALAND	JPMorgan Chase Bank, N.A. ** Level 13, 2 Hunter Street Wellington 6011 NEW ZEALAND	Westpac Banking Corporation Wellington
NIGERIA	Stanbic IBTC Bank Plc Plot 1712 Idejo Street Victoria Island Lagos NIGERIA	Stanbic IBTC Bank Plc Lagos
NORWAY	Nordea Bank AB (publ) Essendropsgate 7 PO Box 1166 NO-0107 Oslo NORWAY	Nordea Bank AB (publ) Oslo
OMAN	HSBC Bank Oman S.A.O.G. 2nd Floor Al Khuwair PO Box 1727 PC 111 Seeb OMAN	HSBC Bank Oman S.A.O.G. Seeb
PAKISTAN	Standard Chartered Bank (Pakistan) Limited P.O. Box 4896 Ismail Ibrahim Chundrigar Road Karachi 74000 PAKISTAN	Standard Chartered Bank (Pakistan) Limited Karachi
PERU	Citibank del Perú S.A. Av. Canaval y Moreryra 480 Piso 4 San Isidro Lima 27 PERU	Citibank del Perú S.A. Lima
PHILIPPINES	The Hongkong and Shanghai Banking Corporation Limited 7/F HSBC Centre 3058 Fifth Avenue West Bonifacio Global City 1634 Taguig City PHILIPPINES	The Hongkong and Shanghai Banking Corporation Limited Taguig City
POLAND	Bank Handlowy w. Warszawie S.A. ul. Senatorska 16 00-923 Warsaw POLAND	mBank S.A. Warsaw
PORTUGAL	BNP Paribas Securities Services S.C.A. Avenida D.João II, Lote 1.18.01, Bloco B, 7º andar 1998-028 Lisbon PORTUGAL	J.P. Morgan AG Frankfurt am Main
QATAR	HSBC Bank Middle East Limited 2nd Floor, Ali Bin Ali Tower Building 150 (Airport Road) PO Box 57 Doha QATAR	HSBC Bank Middle East Limited Doha

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MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
ROMANIA	Citibank Europe plc 145 Calea Victoriei 1st District 010072 Bucharest ROMANIA	ING Bank N.V. Bucharest
RUSSIA	J.P. Morgan Bank International (Limited Liability Company) 10, Butyrsky Val White Square Business Centre Floor 12 Moscow 125047 RUSSIA	JPMorgan Chase Bank, N.A. New York
SAUDI ARABIA	HSBC Saudi Arabia Limited 2/F HSBC Building 7267 Olaya Street North, Al-Murooj Riyadh 12283-2255 SAUDI ARABIA	HSBC Saudi Arabia Limited Riyadh
SERBIA	Unicredit Bank Srbija a.d. Rajiceva 27-29 11000 Belgrade SERBIA	Unicredit Bank Srbija a.d. Belgrade
SINGAPORE	DBS Bank Ltd 10 Toh Guan Road DBS Asia Gateway, Level 04-11 (4B) 608838 SINGAPORE	Oversea-Chinese Banking Corporation Singapore
SLOVAK REPUBLIC	UniCredit Bank Czech Republic and Slovakia, a.s. Sancova 1/A SK-813 33 Bratislava SLOVAK REPUBLIC	J.P. Morgan AG Frankfurt am Main
SLOVENIA	UniCredit Banka Slovenija d.d. Smartinska 140 SI-1000 Ljubljana SLOVENIA	J.P. Morgan AG Frankfurt am Main
SOUTH AFRICA	FirstRand Bank Limited 1 Mezzanine Floor, 3 First Place, Bank City Cnr Simmonds and Jeppe Streets Johannesburg 2001 SOUTH AFRICA	The Standard Bank of South Africa Limited Johannesburg
SOUTH KOREA	Standard Chartered Bank Korea Limited 47 Jongro, Jongro-Gu Seoul 110-702 SOUTH KOREA Kookmin Bank Co., Ltd. 84, Namdaemun-ro, Jung-gu Seoul 100-845 SOUTH KOREA	Standard Chartered Bank Korea Limited Seoul Kookmin Bank Co., Ltd. Seoul
SPAIN	Santander Securities Services, S.A. Parque Empresarial La Finca Pozuelo de Alarcon 28223 Madrid SPAIN	J.P. Morgan AG Frankfurt am Main
SRI LANKA	The Hongkong and Shanghai Banking Corporation Limited 24 Sir Baron Jayatillaka Mawatha Colombo 1 SRI LANKA	The Hongkong and Shanghai Banking Corporation Limited Colombo
SWEDEN	Nordea Bank AB (publ) Hamngatan 10 SE-105 71 Stockholm SWEDEN	Svenska Handelsbanken Stockholm
SWITZERLAND	UBS Switzerland AG 45 Bahnhofstrasse 8021 Zurich SWITZERLAND	UBS Switzerland AG Zurich

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
TAIWAN	JPMorgan Chase Bank, N.A. 8th Floor, Cathay Xin Yi Trading Building No. 108, Section 5, Xin Yi Road Taipei 11047 TAIWAN	JPMorgan Chase Bank, N.A. Taipei
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THAILAND	Standard Chartered Bank (Thai) Public Company Limited 14th Floor, Zone B Sathorn Nakorn Tower 90 North Sathorn Road Bangrak Silom, Bangrak Bangkok 10500 THAILAND	Standard Chartered Bank (Thai) Public Company Limited Bangkok
TUNISIA	Banque Internationale Arabe de Tunisie, S.A. 70-72 Avenue Habib Bourguiba P.O. Box 520 Tunis 1000 TUNISIA	Banque Internationale Arabe de Tunisie, S.A. Tunis
TURKEY	Citibank A.S. Inkilap Mah., Yilmaz Plaza O. Faik Atakan Caddesi No: 3 34768 Umraniye- Istanbul TURKEY	JPMorgan Chase Bank, N.A. ** Istanbul
UGANDA	Standard Chartered Bank Uganda Limited 5 Speke Road P.O. Box 7111 Kampala UGANDA	Standard Chartered Bank Uganda Limited Kampala
UKRAINE	PJSC Citibank 16-G Dilova Street 03150 Kiev UKRAINE	PJSC Citibank Kiev JPMorgan Chase Bank, N.A. ** New York
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UNITED ARAB EMIRATES - ADX	HSBC Bank Middle East Limited Emaar Square, Level 4, Building No. 5 P.O. Box 502601 Dubai UNITED ARAB EMIRATES	The National Bank of Abu Dhabi Abu Dhabi
UNITED ARAB EMIRATES - DFM	HSBC Bank Middle East Limited Emaar Square, Level 4, Building No. 5 P.O. Box 502601 Dubai UNITED ARAB EMIRATES	The National Bank of Abu Dhabi Abu Dhabi
UNITED ARAB EMIRATES - NASDAQ DUBAI	HSBC Bank Middle East Limited Emaar Square, Level 4, Building No. 5 P.O. Box 502601 Dubai UNITED ARAB EMIRATES	JPMorgan Chase Bank, N.A. New York
UNITED KINGDOM	JPMorgan Chase Bank, N.A. 25 Bank Street, Canary Wharf London E14 5JP UNITED KINGDOM Deutsche Bank AG Depository and Clearing Centre 10 Bishops Square London E1 6EG UNITED KINGDOM	JPMorgan Chase Bank, N.A. London Varies by currency

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MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
UNITED STATES	JPMorgan Chase Bank, N.A. 4 New York Plaza New York NY 10004 UNITED STATES	JPMorgan Chase Bank, N.A. New York
URUGUAY	Banco Itaú Uruguay S.A. Zabala 1463 11000 Montevideo URUGUAY	Banco Itaú Uruguay S.A. Montevideo
VIETNAM	HSBC Bank (Vietnam) Ltd. Centre Point 106 Nguyen Van Troi Street Phu Nhuan District Ho Chi Minh City VIETNAM	HSBC Bank (Vietnam) Ltd. Ho Chi Minh City
WAEMU - BENIN, BURKINA FASO, GUINEA-BISSAU, IVORY COAST, MALI, NIGER, SENEGAL, TOGO	Standard Chartered Bank Côte d'Ivoire SA 23 Boulevard de la Republique 1 01 B.P. 1141 Abidjan 17 IVORY COAST	Standard Chartered Bank Côte d'Ivoire SA Abidjan
RESTRICTED SERVICE ONLY.		
ZAMBIA	Standard Chartered Bank Zambia Plc Standard Chartered House Cairo Road P.O. Box 32238 Lusaka 10101 ZAMBIA	Standard Chartered Bank Zambia Plc Lusaka
ZIMBABWE	Stanbic Bank Zimbabwe Limited Stanbic Centre, 3rd Floor 59 Samora Machel Avenue Harare ZIMBABWE	Stanbic Bank Zimbabwe Limited Harare
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UCITS Charity Prospectus GBEN 6 November 2019