Scheme Particulars

Epworth Cash Plus Fund for Charities

A common deposit fund

31 October 2026

Epworth Cash Plus Fund for Charities

Index to paragraphs

1 Definitions
2 Constitution of the Fund
3 Trustee
4 Relationship between Trustee, Fund Manager and Depositing Charity
5 Responsibilities of the Trustee and Fund Manager
6 Application of AIFMD to the Manager and Trustee
7 Registrars
8 Investment Objective, Powers and Policy
9 Custody or Holding of Deposits
10 Liability of the Trustee
11 Delegation by the Trustee
12 Depositing Charity's Status and Money Laundering Requirements
13 Deposits
14 The Authorised Signatories and Correspondent
15 Withdrawals
16 Valuation
17 Interest and Statements
18 Management Charges and other Expenses
19 Register of Depositing Charities' Accounts
20 Accounts and Meetings of the Fund
21 Risk Warning and Temporary Suspension of Deposit Accounts
22 Taxation
23 Insurance
24 Acceptance of Terms and Conditions
25 Fair Treatment of Investors
26 Complaints
27 Conflict of Interest
28 Names, Addresses and Contacts
29 Amendment, Winding up and Applicable Law
30 Information
31 Data Protection

Schedule of Contacts

1 Definitions

'ADF Online' - the system whereby Depositing Charities are granted access to their accounts with the Fund via the internet;

'AIF' refers to an alternative investment fund and has the same meaning as listed in the Glossary to the FCA Rules;

'AIFMD' refers to the Alternative Investment Fund Managers Directive and has the same meaning as listed in the Glossary to the FCA Handbook;

'AIFMD implementing measures' mean (a) The Alternative Investment Fund Managers Regulations 2013 (the "AIFM Regulations"), (b) AIFMD level 2 regulation as defined in the Glossary to the FCA Handbook(the "Level 2 Regulation"), (c) any other rules applicable in the UK made under the AIFMD and (d) rules implementing the AIFMD in the UK;

'Average Maturity Date' - means the average period to maturity of the investments in the portfolio (or in the case of floating rate securities the date of the next payment of interest);

'BACS' - Bank Automated Clearing Services;

'CFB' – the Central Finance Board of the Methodist Church;

'Charity Trustee' - trustee as defined under the Charities Act

'Charity' or 'Charities' - both charities in England and Wales and "appropriate bodies" in Scotland and Northern Ireland within the meanings of sections 1 or 97(3) of the Charities Act 2011;

'Church' or 'Churches' – churches falling within the meaning of a Charity, whose objects are the advancement of religion which may be registered with the Commission or exempt or excepted from the requirement to register;

'the Commission' - the Charity Commission for England and Wales;

'the Constitutional Document' - the constitutional document establishing the Fund (a scheme of the Charity Commission for England and Wales dated 14 August 2006) as amended by versions dated 27th February 2007 and by resolutions dated 13th August 2014, 22 July 2015, 7 May 2021 and [•] 2026 (prior to [•] 2026 this was simply known as the 'Scheme');

'Depositary Services Agreement' means the written contract entered into by the Fund Manager and the Trustee dated [•] and any amendment or variation agreed thereafter;

Deposit Account'- means an account established by either the Fund Manager or the Trustee in the name of one of the Depositing Charities;

'Depositing Charities' - Charities depositing money in the Fund;

'Financial Instrument' - has the same meaning given to that term under the Glossary to the FCA Handbook (as amended or replaced from time to time) which shall include generally, all transferable securities, money market instruments and collective investment schemes;

'the Fund' - the Epworth Cash Plus Fund for Charities, formerly known as The Affirmative Deposit Fund for Charities constituted by the Constitutional Document;

'the Fund Manager' - Epworth Investment Management Limited which is authorised by the Financial Conduct Authority to act as a manager of an AIF;

'FCA' - the Financial Conduct Authority;

'FCA Rules' mean the relevant provisions of the FCA handbook and rules that apply including the Collective Investment Schemes Sourcebook and the Investment Funds Sourcebook, made by the FCA, as amended or replaced from time to time;

'the Registrar' means an entity appointed by the Fund Manager as the fund's registrar and transfer agent (presently JTC Fund Services (UK) Limited); and

'the Trustee' - CACEIS UK Trustee and Depositary Services Ltd, a private limited company incorporated in England and Wales with company registration number 12374468. The Trustee is authorised and regulated by the Financial Conduct Authority to act as a depositary of an AIF.

2 Constitution of the Fund

2.1 These Scheme Particulars are made in accordance with clause 34 of the Constitutional Document in order to supplement the provisions of the Constitutional Document, and provide information for Depositing Charities. The Particulars have been approved by the Commission and adopted by the Fund Manager.

2.2 The Epworth Cash Plus Fund for Charities ("the Fund") is a Common Deposit Fund established by the Constitutional Document. The Fund is an AIF with Epworth Investment Management Limited acting as Fund Manager and with CACEIS UK Trustee and Depositary Services Ltd acting as Trustee. The Trustee supervises the Fund for the benefit of Depositing Charities.

2.3 The Constitutional Document, Scheme Particulars, Fund Manager and Trustee are subject to the AIFMD implementing measures. The impact of the measures on the Trustee and the Fund Manager are set out in more detail in paragraph 6

2.4 Where the Constitutional Document and these Scheme Particulars are in conflict, the provisions of the Constitutional Document shall prevail.

3 Trustee

The Trustee of the Fund is CACEIS UK Trustee and Depositary Services Ltd. The principal business activity of the Trustee is the provision of trustee and depositary services. The Trustee acts as a trustee of the Fund for the purposes of and pursuant to the Constitutional Document. The Trustee also acts as the depositary of the Fund for the purposes of and in compliance with the AIFMD implementing measures and the relevant FCA Rules.

4 Relationship between Trustee, Fund Manager and Depositing Charity

4.1 The Fund Manager, a specialist investment and cash manager for Churches and other Charities manages the Fund and is responsible for all dealings with Depositing Charities.

4.2 The Trustee is appointed pursuant to the Constitutional Document to act as trustee of the Fund. The Trustee is the depositary of the Fund pursuant to the Depositary Services Agreement.

4.3 The main duties of the Trustee are as set out in the Constitutional Document (and summarised below). In its capacity as depositary, the Trustee has certain duties under the AIFMD implementing measures (as further set out in the Depositary Services Agreement) which are to provide safekeeping of property held in the Fund, oversight functions, cash monitoring, asset verification services and other agreed services in accordance with the provisions of the FCA Rules, the AIFMD implementing measures and the Depositary Services Agreement.

4.4 Under the Depositary Agreement, the Trustee's appointment may be terminated on 90 calendar days' notice, subject to a replacement Trustee being appointed.

4.5 Investors have no personal right to directly enforce any rights or obligations under the Depositary Services Agreement.

4.6 The Trustee, its nominee or delegate (other than the Fund Manager) hold property on trust on behalf of the Depositing Charities who remain beneficially entitled to the property subject to the provisions of the Constitutional Document.

4.7 The Depositing Charities accept that such property is managed by the Fund Manager or any delegate in accordance with the Fund Manager's obligations under the Constitutional Document, which are set out generally in paragraph 5 of these Particulars and clause 15 of the Constitutional Document. Both the Trustee and the Fund Manager comply with a duty of care when exercising their powers and discharging their duties under the Constitutional Document.

4.8 The Fund Manager does not have any contractual duty to the Depositing Charity other than in respect of arranging the deposit and withdrawal of cash invested in Deposit Accounts which is limited by either the Trustee or Fund

Manager's right to refuse or defer the deposit or suspend withdrawal of such investment in accordance the terms of the Constitutional Document and Scheme Particulars.

4.9 The decision to invest in the Fund is the decision of the Depositing Charity. Neither the Trustee nor the Fund Manager are giving, nor purporting to give advice or guidance to the Depositing Charity in respect of the exercise of their investment powers.

4.10 The Trustee is not responsible for the preparation of these Scheme Particulars or for the activities of the Fund and therefore accepts no responsibility for any information contained, or incorporated by reference, in these Scheme Particulars.

5 Responsibilities of the Trustee and Fund Manager

5.1 Trustee's Duties

The Constitutional Document in particular requires the Trustee:-

5.1.1 to supervise and oversee the Fund Manager's compliance with the Constitutional Document;

5.1.2 to apply to the Commission for an order when removing or replacing the Fund Manager;

5.1.3 to supervise and oversee the work of anybody to which its functions have been delegated;

5.1.4 to hold and control the investments and property of the Fund and to collect the income;

5.1.5 to repay deposits and pay interest to Depositing Charities on the instructions of the Fund Manager upon receipt of a valid electronic instruction in line with terms of the Depositary Agreement;

5.1.6 to appoint or dismiss any person or persons engaged by the Trustee in connection with the Fund; and

5.1.7 to wind up the Fund.

5.2 Fund Manager's Duties

5.2.1 to decide which deposits are to be accepted, and give instructions to the Trustee as to their receipt and repayment and interest to be paid;

5.2.2 to manage the investments in accordance with the Investment Objectives and Policy of the Fund;

5.2.3 to calculate and ensure that any correct interest payments due to Depositing Charities are made.

5.2.4 to make and revise the written statement of Investment Objectives, Policy and these Scheme Particulars;

5.2.5 to appoint a Registrar and to supervise and oversee its performance including oversight of completion of all required AML (anti-money laundering) checks and controls by the Registrar or its delegate;

5.2.6 to instruct the Trustee to make payments in respect of repaid deposits, and interest, to Depositing Charities;

5.2.7 to keep a record of all the Fund's transactions such records to be available for inspection by the Trustee at all times;

5.2.8 to prepare a report and accounts for the Fund in respect of each accounting period as required by the Constitutional Document;

5.2.9 to make an annual report to the Investing Charities;

5.2.10 to determine the criteria and methods for evaluating the performance of the Fund;

5.2.11 to appoint the auditor of the Fund; and

5.2.12 determining whether a proposal for the Fund to participate in a Scheme of Arrangement is expedient in the interests of Depositing Charities; and

5.2.13 to generally manage and administer the Fund, except for the duties and powers that the Constitutional Document requires to be carried out or exercised by the Trustee.

6 Application of AIFMD to the Manager and Trustee

6.1 The duties and requirements imposed upon the Trustee and the Fund Manager under the Constitutional Document are performed in compliance with, and subject to, any additional duties and requirements imposed upon the Fund Manager and the Trustee under the AIFMD implementing measures. The Commission regulates the Fund as a charity.

6.2 If there is any conflict between the standards and liability imposed upon the Fund Manager and the Trustee under the Constitutional Document and the standards and liability imposed upon the Fund Manager and the Trustee under the AIFMD implementing measures, the standards and liability imposed upon the Fund Manager and the Trustee under the AIFMD implementing measures will prevail.

6.3 Any rights or discretion exercisable by the Trustee or the Fund Manager under the Constitutional Document are exercisable only to the extent permitted by the AIFMD implementing measures.

7 Registrars

The Fund Manager pursuant to powers in the Constitutional Document, has delegated to JTC Fund Services (UK) Limited the duties of acting as the Registrar to the Fund.

8 Investment Objective, Powers and Policy and Performance Target

8.1 The Fund Manager has prepared a statement setting out the Fund's Investment Objective and Policy, which is set out at paragraphs 8.2 and 8.3 below. Money received from Depositing Charities is pooled and is invested in accordance with this statement.

The Fund's Investment Objective is to achieve a competitive level of income from cautious investment in a highly liquid portfolio of investments, whilst maintaining the ability of depositing Charities to make withdrawals at short notice.

Please note that the Fund is not a money market fund. The Fund's returns may be more volatile than those of money markets and there is a risk that you may not receive back the amount invested.

8.2 The Fund's Investment Policy is to invest money with banks and other institutions which meet rigorous criteria based on independent credit ratings and total asset size, with a maximum Average Maturity Date for the investments of no more than 180 days.

8.3 The Fund has an objective to outperform, before the deduction of charges, the Bank of England Sterling Overnight Interbank Average (SONIA) by 0.4% over rolling 12-month periods.

8.4 Risk is minimised by limiting the proportion of the Fund deposited with any single bank or other institution and is also minimised through diversification by lending to banks and institutions in a number of different banking groups.

8.5 The Fund will not invest more than 20% of its assets with any single bank or banking group with a credit rating of Aaa, and will set lower levels of investment for lesser credit rating banks. There is no restriction on the amount that may be invested with His Majesty's Government.

8.6 The Fund's investments may include:

8.6.1 sterling denominated deposit accounts with any deposit-taking firm;

8.6.2 sterling denominated negotiable certificates of deposit with any

deposit-taking firm;

8.6.3 sterling denominated deposits with any local authority in the United Kingdom;

8.6.4 sterling denominated fixed and floating rate securities issued by any deposit- taking firm;

8.6.5 Treasury bills or other securities issued or guaranteed by His Majesty's Government.

The Fund must maintain at least 10% of its assets in investments maturing within 5 business days and the remainder repayable within a period not exceeding two years (except floating rate securities). The Average Maturity Date of the investments of the Fund will not exceed 180 days.

8.7 The maximum leverage permitted under both the Gross and Commitment methods is 1 which means that leverage is neither permitted nor employed by the Fund Manager. The Fund is not subject to any special arrangements arising from any part of it being insufficiently liquid.

8.8 The Manager will publish details of its objectives, and latest risk management and diversification criteria on its website at www.epworthinvestment.co.uk.

9 Custody or Holding of Deposits

9.1 All Financial Instruments shall be held in the name of the Trustee and will be segregated and recorded in the books of the Trustee as being held on behalf of the Fund.

9.2 All other assets shall only be held in custody by the Trustee with the specific agreement of the Trustee. Such assets may be registered in the name of the Fund, or in the names of the Trustee or Fund Manager on behalf of the Fund. The Trustee shall ensure verification of ownership procedures are applied to these assets, which shall at all times be reconciled and included in the value of the Fund.

9.3 The Fund Manager is not permitted to hold title to the investments or undertake the functions of a custodian or delegate, although it may hold cash in third party accounts in the name of and on behalf of the Fund.

10 Liability of the Trustee

10.1 In general, the Trustee is liable for losses suffered by the Fund as a result of its negligence or intentional failure to properly fulfil its obligations. Subject to the paragraph below, and pursuant to the Depositary Services Agreement, the Trustee will be liable for loss of Financial Instruments comprised in the property of the Constitutional Document, whether held in safekeeping by the Trustee or a sub-custodian, unless that loss has arisen as a result of an external event beyond its control, the consequences of which would have be unavoidable despite all reasonable efforts to the contrary, or where the asset which is lost was held by a sub-custodian appointed in accordance with the Depositary Services Agreement and the transfer of liability from the Trustee to the sub- custodian has been expressly agreed.

10.2 The Fund Manager will disclose to potential investors before they invest in the Fund any arrangement made by the Trustee to contractually discharge itself of liability in accordance with the AIFMD implementing measures and the FCA Rules.

10.3 Currently, it is not envisaged that the Trustee will seek to contractually discharge itself of liability under any circumstances and so it is not expected that this requirement under the AIFMD implementing measures will be applicable to the Constitutional Document or the Fund.

10.4 The Trustee in no way acts as guarantor or offeror of the deposits paid into the Fund's or any underlying investment. The Trustee has no responsibility or authority to make investment decisions, or render investment advice, with respect to the assets of the Fund. The Trustee is not responsible for, and accepts no responsibility or liability for, any losses suffered by the Fund or any investors in the Fund, or the Fund Manager, as a result of any failure by the Fund or the Fund Manager to adhere to the Fund's investment objectives, policy, investment restrictions, borrowing restrictions or operating guidelines.

10.5 The Trustee also has certain rights to be reimbursed directly as the trustee of the Trust.

10.6 The Trustee is indemnified by the Trust in the Trustee's capacity as both Charity Trustee under the Charities Act and Trustee under AIFMD against any and all claims made against it so long as the Trustee has not been negligent in the performance of its duties.

11 Delegation by the Trustee

11.1 In accordance with the AIFMD implementing measures and the FCA Rules, the Trustee may delegate its custody and safekeeping functions to one or more sub-custodians on the terms set out in the Depositary Services Agreement, which include a requirement for there to be an objective reason for the delegation.

11.2 The Trustee will act with reasonable skill, care and diligence in the discharge of its duties. The liability of the Trustee shall not normally be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping.

11.3 Under the Depositary Services Agreement the Fund Manager provides indemnities to the Trustee and certain of its delegates (each "an indemnified person"). This indemnity is not applicable where:

11.3.1 an indemnified person fails to exercise due care and diligence in the discharge of its duties;

11.3.2 is negligent, fraudulent or wilfully defaults; or

11.3.3 has intentionally failed to properly discharge its obligations.

12 Depositing Charity's Status and Money Laundering Requirements

12.1 Any Church or Charity may deposit its money with the Fund, unless precluded by a specific provision in its governing instrument.

12.2 Any Church or Charity proposing to invest in the Fund will be asked to sign a declaration of eligibility to deposit money in the Fund, which will be included in an account opening form (an "Account Opening Form") for the deposit. The declaration will say that the Depositing Charity is a Charity within the meaning of section 1 or 97(3) of the Charities Act 2011 and will also contain an undertaking to withdraw the deposit if the Depositing Charity ceases to be a Charity, together with an authority to close the account belonging to it in such an event. The Fund Manager will require evidence of the Depositing Charity's status as a charity, whether by the supply of its registration number with the Commission, its exemption reference number issued by HM Revenue and Customs or in such other way as shall be reasonably required.

12.3 The Fund Manager is also required to comply with the Money Laundering Regulations 2007 and reserves the right to seek such information in relation to any investment as it may consider appropriate, before accepting it.

12.4 The Trustee and the Manager reserve the right to decline any application for deposit or to return the deposit at their complete discretion.

12.5 The Manager may at any time call upon any Depositing Charity by notice in writing to establish that the Depositing Charity is a Charity. If within fourteen days of the notice being served the Depositing Charity is unable to provide evidence to the satisfaction of the Trustee establishing its status as a Charity, the Trustee shall close the Deposit Account and return any monies due.

13 Deposits

13.1 Deposits shall be made:-

13.1.1 either by cheque drawn on a United Kingdom Bank or Building Society payable to the Fund Manager; or

13.1.2 by CHAPS or other direct transfer to the account of the Fund Manager, details of which will be provided on request.

13.2 The Fund Manager is responsible for managing, reconciling and reporting all client monies in the Fund's collection account.

13.3 Deposits by CHAPS or other direct transfer will only be accepted for same day value if the Fund Manager is notified before 9:30am on a business day that

the money is to be expected and it arrives at the Fund's account before midday.

13.4 The minimum deposit required to open an account is £1,000 (there is no maximum).

13.5 The Fund Manager is entitled to assume that the persons signing the Account Opening Form as trustees or officials of the Church or Charity concerned, are duly authorised to open an account in the Church or Charity's name and to transfer money to that account.

13.6 The Fund Manager and the Trustee reserve the right to decline any application to open an account or to close the same, without giving any reason.

13.7 The Fund Manager has appointed the Registrar who will hold a record of the accounts of all Depositing Charities, with details of the amounts deposited and the dates the deposits were made, the dates and amounts of interest credited and withdrawals (in accordance with paragraph 19).

13.8 Term deposits may be accepted by arrangement with the Fund Manager.

13.9 Term deposits will normally be informally matched against specific deposits in the money market ("the matching exercise"). The matching exercise does not give the depositor any additional security or any additional rights over any other deposit in the Fund.

13.10 The Manager does not intend to create legally separate pools of assets for Depositing Charities that are making deposits of large amounts of money or for longer fixed durations. Any purported "segregation" will be for the purposes of the Fund's internal administration and the calculation of interest rates only, and is not intended to create a segregated trust.

13.11 Prior to placing monies on deposit with a third party bank the Manager will obtain approval from the Trustee to confirm that the proposed third party bank is deemed to be approved by the Trustee for the holding of such deposits. Such approval may require review by a committee at the Trustee.

14 The Authorised Signatories and Correspondent

14.1 The Account Opening Form will require one or more authorised signatories to be nominated, and contains an acknowledgement that the Fund Manager may act on the instructions of the authorised signatory or signatories.

14.2 A Depositing Charity will be required also to notify the Fund Manager of the name and address of its correspondent (who may be an authorised signatory).

14.3 A Depositing Charity should notify the Fund Manager of any change in the authorised signatories or correspondent in writing and the Trustee and the Fund Manager shall not be liable for any loss arising where they have acted on the instructions of the authorised signatories for the time being properly notified to the Fund Manager.

14.4 Any notice or other document required to be served upon a Depositing Charity shall be deemed to have been duly given if sent by post to or left at the address of its correspondent appearing on the Register of Deposit Accounts. Any notice or document so served by post shall be deemed to have been received two days after that on which it was posted and in proving such service, it shall be sufficient to prove that envelope or wrapper containing such notice or document was properly addressed, stamped or posted.

15 Withdrawals

15.1 Except for term deposits, and subject to the notice requirements at paragraph 15.6, Depositing Charities may make withdrawals from the Fund of any amount standing to their credit with the Fund without penalty or notice.

15.2 Withdrawal requests should be in writing on the form obtainable from the Fund Manager and signed by the authorised signatories for the account.

15.3 Withdrawal requests received by the Fund Manager by 9:30am will be processed on the day of receipt, otherwise they will be processed on the next business day.

15.4 Payment will be made to the Depositing Charity's nominated bank account by BACS.

15.5 The Fund Manager may, on request, arrange for withdrawals to be sent by CHAPS (subject to reimbursement of the cost by the Depositing Charity).

15.6 The Fund Manager reserves the right to require 7 days' notice of withdrawals in exceptional circumstances.

15.7 The Fund Manager will assess the liquidity of the Fund to ensure sufficient liquidity to meet any withdrawal requests that are forthcoming from Depositing Charities.

16. Valuation

16.1 All valuation procedures adopted by the Fund Manager will comply with the AIFMD implementing measures.

16.2 The Fund is not unitised. The assets of the Fund will be valued, and the value of each Depositing Charity's account will be calculated, at the close of business on each working day.

17 Interest and Statements

17.1 The interest distribution rate on an account is declared daily by the Fund Manager and takes account of the management charges. Any undistributed interest retained within the Fund shall

- not exceed 0.50% of the Fund's net asset value and shall
- not be less than £500,000

unless, in the view of the Manager, there are exceptional circumstances.

17.2 Interest is applied retrospectively to the daily balance of each account from the day the deposit is made up to (but excluding) the day of withdrawal. On the first working day of each calendar month, interest is credited to the Depositing Charity's account.

17.3 The daily and average monthly interest distribution rates are published on the internet at www.epworthinvestment.co.uk

17.4 Statements of each Depositing Charity's account will be sent to the correspondent quarterly, or in the event that a Depositing Charity has elected to have access to its account via the internet through ADF Online, six monthly. Statements of account may be sent at such more frequent intervals as may be agreed between the Depositing Charity and the Fund Manager.

17.5 The Fund Manager will send confirmation of the first deposit made by a Depositing Charity within two days of receipt of this, but will not provide written confirmation of further deposits or withdrawals, except on statements referred to in paragraph 17.4.

17.6 The Fund Manager shall at any reasonable time upon reasonable request notify to a Depositing Charity the total amount outstanding to its credit and any interest accrued thereon.

18 Management Charges and other Expenses

18.1 The Fund Manager is paid an annual management charge directly from the Fund. This is to be calculated daily, based on the daily value of the assets under management in the Fund (excluding amounts deposited by CFB). The current rate is 0.25% plus VAT p.a., which accrues daily and is payable on the last day of each month (the "Management Charge"). No Management Charge is payable in respect of investment amounts deposited by CFB.

18.2 The Trustee is paid a depositary charge based on the value of the Fund, calculated as follows, which is invoiced monthly in arrears (the "Depositary Charge"):

18.2.1 0.025% per annum on the first £1Billion;

18.2.2 0.01% per annum above £1 Billion; and

18.2.3 Subject to a minimum fee of £40,000

18.2.4 The Trustee may recharge to the fund reasonable legal expenses incurred in performing its duties wherever the Trustee is required to obtain external legal advice.

18.3 The Management and Depositary Charges constitute the entire

remuneration payable respectively to the Fund Manager and the Trustee for the purposes of clauses 19 and 20 of the Constitutional Document and are subject to the sub- paragraphs 18.4 to 18.5 below.

18.4 The Trustee and the Fund Manager shall not be entitled to increase respectively, their Depositary or Management Charges above the following maximums, without the prior written consent of the Commission:-

18.4.1 The Depositary Charge: 0.05% p.a. of the value of the Fund; or

18.4.2 The Management Charge: 0.3% p.a. of the value of the Fund.

18.5 Increases in either the actual or maximum Depositary or Management Charge shall not become effective until:

18.5.1 The prior written consent of the Charity Commission has been obtained in the case of an increase above the stated maximum;

18.5.2 The Fund Manager has notified the Depositing Charities in writing of the increase;

18.5.3 The Scheme Particulars have been revised to detail the increase; and

18.5.4 90 days have elapsed since the notice and revised Scheme Particulars were sent or became available to Investing Charities

18.6 In addition to the Management and Depositary Charges, both the Trustee and the Fund Manager may retain and pay from the income of the Fund any reasonable costs or expenses incurred in administering or winding up the Fund or otherwise.

18.7 For both the Fund Manager and the Trustee, these costs will include auditors' fees and expenses, the costs (if any) of placing deposits, brokerage, taxation and compliance with statutory regulations (including charity regulation), administration and registration expenses, costs incurred in respect of deposit holders' meetings and legal and other professional fees related to the Fund. Specifically for the Trustee, additional costs include:

18.7.1 custodial charges based on the value and location of assets comprised in the Fund, varying from 0.75bp to 5bp p.a. together with fixed charges for additional non-standard custodial administration; and

18.7.2 transactional charges based on the number of transactions involved in administering the assets which range from £12 to £35 per transaction depending upon market and instruction method.

18.7.3 Custody fees are subject to a minimum annual fee of £50,000.

18.8 No charge is made on the opening of an account, nor are any bank or other charges debited directly to an account except for CHAPS fees under 15.5 above. A lower fee may be agreed where a Depositing Charity has more than £5 Million deposited in his account with the Fund.

18.9 Payments of fees may be charged to the income of the Fund at the Trustee's discretion.

19 Register of Depositing Charities' Accounts

19.1 A register of the Deposit Accounts held by Depositing Charities shall be kept by the Fund Manager on behalf of the Fund or by or under the control of the Trustee (the "Register of the Deposit Accounts") and there shall be entered in the Register of Deposit Accounts:-

19.1.1 the full name of each Depositing Charity;

19.1.2 the full name and address of the correspondent for the Depositing Charity for the time being;

19.1.3 the full names of the authorised signatories for the Deposit Account for the time being;

19.1.4 the cash balance and accrued interest (if any) held in the Deposit Account by every such Depositing Charity;

19.1.5 the date and amount of deposits and withdrawals; and

19.1.6 the date and amount of interest credited to the Deposit Account or paid away in accordance with the instructions of the Depositing Charity.

19.2 Any change of name or address of any Depositing Charity or of its authorised signatories and correspondent shall forthwith be notified in writing to the Fund Manager who, on being satisfied thereon, shall alter the Register of Deposit Accounts accordingly.

19.3 The full name of each Depositing Charity and the full name and address of its correspondent in the Register of Deposit Accounts shall be provided by the Fund Manager on request to the correspondent of any other Depositing Charity. By signing the Account Opening Form the Depositing Charities agree that such information may be made available accordingly. No other information shall be disclosed to other Depositing Charities.

19.4 The Register of Deposit Accounts may be kept either in written form or by such other means (including electronic recording) as the Trustee or Fund Manager may from time to time determine.

20 Accounts and Meetings of the Fund

20.1 Accounts are prepared annually and audited annually at 30 April in each year.

20.2 The Trustee may, on reasonable notice to the Depositing Charities, call a Meeting of the Fund to discuss such business as may be specified in that notice.

21 Risk Warning and Temporary Suspension of Deposit Accounts

21.1 The Trustee and the Fund Manager undertake to use due skill, care and diligence in carrying out their respective duties under the Constitutional Document, the Depositary Services Agreement or otherwise as imposed by law. Whilst the Trustee and the Fund Manager will comply with this undertaking in relation to the investment of the Fund, they cannot guarantee the repayment of deposits to Depositing Charities.

21.2 In the event of any temporary suspension of withdrawals being necessary, the Trustee and the Commission shall be informed in writing as soon as possible.

21.3 If a bank or other institution in which the Fund is invested fails, leading to a shortfall (or possible shortfall) in part or in whole of one or more of the investments of the Fund, the Trustee may in order to enable the Fund to continue to operate in the best interests of the Depositing Charities take the following action. The Trustee shall notify each Depositing Charity affected of their decision to allocate a proportionate share of the shortfall relative to the balance in each Deposit Account and to transfer it to a separate deposit account in the name of each Depositing Charity. (It should be noted that by investing in the Fund, a Depositing Charity changes the risk profile of its bank deposits, from a risk that is with a single bank or institution to a spread risk). Such a separate deposit account may be frozen for a temporary period not exceeding 12 months until the shortfall, if any, is ascertained.

21.4 The power set out in 21.3 shall not prejudice the powers of the Trustee to wind up the fund or the rights of the Depositing Charities to request that the Trustee do so.

21.5 The monthly interest distribution rate on an account will fluctuate and past performance is no guarantee of future returns.

21.6 The Fund may invest in certificates of deposit and floating rate notes. It is the Manager's intention that such instruments will be purchased at par and held to maturity but in exceptional market and liquidity conditions these may be sold in the secondary market leading to a price fall. In these circumstances any losses arising to the fund may be dealt with in the same manner as the potential losses described in 21.3 above.

21.7 The Fund is exempt from the Financial Services and Markets Act 2000 and Depositing Charities are not eligible for the Statutory Investors Compensation Scheme or the services of the Financial Services Ombudsman. The Manager is however duly authorised under the Financial Services and Markets Act 2000.

22 Taxation

As a charity, the Fund is not liable to tax on its income under current legislation and may distribute income to Depositing Charities without deducting tax. This tax position may change.

23 Insurance

The Fund Manager is required to maintain professional indemnity insurance in accordance with the AIFMD implementing measures. Policies for identifying professional indemnity risks in respect of both the Fund Manager and the Fund are documented and kept under review.

24 Acceptance of Terms and Conditions

By completing the Application Form for deposit, the Depositing Charity acknowledges and accepts these terms and conditions and the provisions of the Constitutional Document. Further copies of these Scheme Particulars will be provided on request to Depositing Charities.

25 Fair Treatment of Investors

25.1 Under the AIFMD implementing measures the Fund Manager is required to act honestly, and with due skill, care and diligence. It seeks to employ effectively the resources and procedures that are necessary for the proper management of the Fund.

25.2 The Fund Manager treats all investors fairly. It applies clear depositing rules which are adhered to so that no late deposits or withdrawals are allowed. Where appropriate, the Fund adopts a best execution policy.

25.3 Under the provisions of the Constitutional Document, the Fund Manager has discretion to vary the terms of and investment which may amount to preferential for the purposes of the FCA Rules. Any such treatment needs to be disclosed to potential and current Depositing Charities. As disclosed in Clause 18.1, CFB is exempt from the Management Charge. .

26 Complaints

Complaints should be addressed at the first instance to the Compliance Officer of the Manager at Methodist Church House, 25 Tavistock Place, London WC1H 9SF who will endeavor to ensure that the complaint is investigated thoroughly and as soon as reasonably practical.

27 Conflict of Interest

27.1 The Fund Manager is required to act in the best interests of the Fund. It acknowledges that it may execute or arrange transactions in which it, or another of its clients, or another AIF that is manages has, directly or indirectly, a material interest, arrangement or a relationship with another party, which may involve a potential conflict with Fund Manager's duty to the Fund. The Fund Manager will ensure that such transactions will be on terms which are not materially less favourable to the Fund than if the conflict or potential conflict had not existed. Any conflicts that it is not able to manage in such a way will be disclosed to the Depositing Charities.

27.2 The Fund Manager offers execution only, discretionary and advisory investment management services to charity clients. It may recommend investment in the Fund to such clients and shall be entitled to retain its proper fees received from its clients for such services.

27.3 The Fund Manager acknowledges that there is potential for diverging interests to arise. Where appropriate, it will segregate tasks and responsibilities that may be regarded as incompatible with each other or have the potential to create conflicts of interest.

27.4 Potential conflicts of interest may arise from time to time from the provision by the Trustee and/or its affiliates of other services to the Fund, the Fund Manager and/or other parties. Where a conflict or potential conflict of interest arises, the Trustee will have regard to its obligations to the Fund and/or the Fund Manager and will treat fairly the Fund, the Fund Manager and the other funds for which it acts, so far as is practicable. Such potential conflicts of interest are identified, managed and monitored in various other ways including, the hierarchical and functional separation of CACEIS' depositary

functions from its other potentially conflicting roles and by the Trustee adhering to its "Conflicts of Interest Policy" (a copy of which can be obtained on request from the Head of Compliance for the Trustee).

28 Names, Addresses and Contacts

The names and addresses of the Trustee, the Fund Manager, the Auditors and the FCA are set out in the schedule to these Particulars.

29 Amendment, Winding up and Applicable Law

29.1 With certain exceptions where the prior written consent of the Commission is required, the Fund Manager may amend these Scheme Particulars at any time. Amendments will be notified in writing to the Depositing Charities.

29.2 The Trustee has the power under the Constitutional Document to wind up the Fund at any time.

29.3 These Scheme Particulars, the Depositary Services Agreement or any agreement entered into by the Fund Manager and the Trustee relating to the depositary or custody arrangements of the assets comprised in the Constitutional Document shall be governed by and construed in accordance with English law.

29.4 Notwithstanding paragraph 29.3 any such agreement may permit the Fund or part of it to be held in a jurisdiction other than that of the English Courts provided that the Fund Manager agrees to waive any sovereign right of that jurisdiction and not to object, prevent or obstruct the enforcement in the courts of that jurisdiction of a judgment brought in the courts of England.

30 Information

30.1 For further information on the terms on which deposits are made with the Fund, reference should be made to the Constitutional Document and the Investment Policy.

30.2 The following information will be provided to Depositing Charities prior to the investment by Depositing Charities. The Fund Manager may provide copies of documents or refer the Depositing Charity to the information available at www.epworthinvestment.co.uk:

30.2.1 Scheme Particulars;

30.2.2 Latest net asset value of the Fund;

30.2.3 Interest distribution rate in accordance with paragraph 16 above;

30.2.4 Latest annual report of the Fund; and

30.2.5 Where available, the historic performance of the Fund.

30.3 On receipt of a completed Application Form for Investment, the Fund Manager will provide the Investing Charity with copies of:-

30.3.1 the Constitutional Document; and

30.3.2 the current Investment Objective and Policy Statement referred to in paragraph 8 above.

30.4 The Manager will send to Depositing Charities:-

30.4.1 a further copy of the Constitutional Document, these Scheme Particulars and the Investment Objective and Policy Statement on request;

30.4.2 the Annual Accounts of the Fund as provided in paragraph 20.1 above as soon as reasonably practical following their preparation; and

30.4.3 as soon as reasonably practical following any such change being made, any variation to the Constitutional Document, the Investment Objective and Policy Statement or these Scheme Particulars unless the Manager and Trustee have received a direction from the Charity Commission that material providing relevant information about such change may instead be provided.

31 Data Protection

The Fund Manager will use any personal details that have been supplied to the Fund Manager by the Depositing Charities or obtained from third parties (including public registers) for the purposes of carrying out its functions as set out by the Constitutional Document and summarised in these Particulars, and in particular so that information relating to Depositing Charities can be verified. The Fund Manager will not pass on any such details to any other third party except to the extent that a third party, which provides services to the Fund, requires them to perform its obligations.

Schedule

Trustee
CACEIS UK Trustee and Depositary Services Ltd
Broadwalk House,
5 Appold Street,
London,
United Kingdom,
EC2A 2DA

Fund Manager
Epworth Investment Management Ltd
Methodist Church House
25 Tavistock Place
London
WC1H 9SF

Registrar
JTC Fund Services (UK) Limited
The Scalpel 18th Floor,
Lime Street,
London, England,
EC3M 7AF

Auditors

Blick Rothenberg Audit LLP
16 Great Queen Street
Covent Garden
London
WC2B 5AH

FCA
Financial Conduct Authority
12 Endeavour Square,
London
E20 1JN