



**CF Progressive UK Smaller
Companies Fund**

**Simplified Prospectus
Issued 18 May 2010**

This Simplified Prospectus contains key information in relation to CF Progressive UK Smaller Companies Fund (the 'Company' or 'Fund'), which is an Open Ended Investment Company ('OEIC').

Legal structure

The Fund is an authorised collective investment scheme as defined in the Financial Services and Markets Act 2000. It is an open-ended investment company established as a 'UCITS (Undertakings for Collective Investments in Transferable Securities) Scheme' being compliant with the 'COLL Sourcebook' published by the Financial Services Authority ('FSA'). The Fund is an investment company with variable capital which is authorised and regulated by the Financial Services Authority and was incorporated in England and Wales (IC424) on 17 January 2006.

Unless otherwise defined, the terms in this Simplified Prospectus shall have the same meaning as in the full Prospectus.

All documentation will be provided in English and the base currency of the Fund is Sterling.

Important information

No person has been authorised by the Company or the ACD to give any information or to make any representations in connection with the offering of Shares other than those contained in this Simplified Prospectus and, if given or made, such information or representations must not be relied upon as having been made by the Company or the ACD. The delivery of this Simplified Prospectus (whether or not accompanied by any reports) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

The distribution of this Simplified Prospectus in certain other jurisdictions may be subject to applicable local restrictions including requirements that this Simplified Prospectus is translated into the official language of those countries. This Simplified Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Shares have not been and will not be registered in the United States of America under the applicable legislation and they may not be offered or sold in the United States of America, any state of the United States of America or in its territories and possessions or offered or sold to US persons.

Potential investors should not treat the contents of this Simplified Prospectus as advice relating to legal, taxation, investment or any other matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of Shares. Potential investors should also read carefully the risk factors set out in this Simplified Prospectus before deciding to invest.

The provisions of the Instrument of Incorporation are binding on each of the Shareholders and a copy of the Instrument of Incorporation is available on request from Capita Financial Managers Limited.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by Capita Financial Managers Limited.

The distribution of this Simplified Prospectus in certain jurisdictions may require that this Simplified Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

This Simplified Prospectus is based on information, law and practice at the date hereof. The Company and ACD cannot be bound by an out of date simplified prospectus when it has issued a new simplified prospectus and investors should check with Capita Financial Managers Limited that this is the most recently published simplified prospectus.

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

Authorised Corporate Director ('ACD')

Capita Financial Managers Limited ('CFM')
(Authorised and regulated by the Financial Services Authority)

Registered Office: 17 Rochester Row
Westminster
London
SW1P 1QT

Administrator and Registrar

Capita Financial Administrators Limited ('CFA')
(Authorised and regulated by the Financial Services Authority)

2 The Boulevard
City West One Office Park
Gelderd Road
Leeds
LS12 6NT

Telephone: 0845 922 0044 (local call rates)
Fax: 0113 224 6001
E-mail: enquiries@capitafinancial.com

Depositary

HSBC Bank plc
(Authorised and regulated by the Financial Services Authority)

8 Canada Square
Canary Wharf
London
E14 5HQ

Investment Manager

Progressive Focus Management Limited
(Authorised and regulated by the Financial Services Authority),
a subsidiary of Progressive Asset Management Limited

145 – 157 St John Street
London
EC1V 4RU

Marketing

Marketing for the Fund will be carried out by:

Progressive Focus Management Limited
(Authorised and regulated by the Financial Services Authority)

145 – 157 St John Street
London
EC1V 4RU

Auditors

Ernst & Young LLP
Broadwalk House
Southernhay West
Exeter
EX1 1LF

What is an OEIC?

An open ended investment company ('OEIC') is a company which manages an investment fund or funds.

When you invest in an OEIC, your money is pooled with that of other investors in the fund. Your holdings in an OEIC are known as 'shares'.

A fund is considered 'open-ended' because as people invest in the fund more shares are created and the fund increases in size. Consequently, when investors withdraw their money from the fund shares are cancelled and the fund decreases in size.

The price of the shares that you buy is based on the value of the investments in which the OEIC has invested.

The price of shares may vary as the value of the investments fluctuates.

What are the Fund's investment objectives?

CF Progressive UK Smaller Companies Fund

The investment objective of the Fund is to provide both long-term capital growth and some income. In order to achieve the investment objective the Fund will invest predominantly either directly or indirectly in shares of UK companies which have a small to medium-sized market capitalisation.

Subject to the investment objective and policy of the Fund as set out above, the asset classes in which the Fund is permitted to invest includes transferable securities, units in collective investment schemes, money market instruments, government and public securities, cash and near cash and deposits as permitted for UCITS schemes. The Fund may invest in derivative instruments and forward transactions for the purposes of hedging.

What is the performance benchmark?

The benchmark by which the performance of the Fund is measured is the FTSE 250 ex Investment Companies Index. This is reflected in the calculation of the performance fee which is explained under Charges and Expenses.

General

The property of the Fund may be invested in eligible securities markets where transferable securities admitted to official listing are dealt in or traded. A full list of the countries in which the Fund may invest together with the limitations by type of investment can be found in the full Prospectus.

Use of derivatives

The Fund may employ certain financial derivative instruments, but solely for the purpose of hedging (sometimes known as EPM), with the aim of reducing the risk profile of a fund. The Fund may enter into approved derivatives transactions on eligible derivatives markets as detailed in the full Prospectus.

The section on 'Risk Factors' below provides more detail on risks associated with derivatives.

Who should invest in this Fund?

The Fund may be suitable for investors who are prepared to risk money in stock markets, put capital at risk and are willing to invest over the medium to long term (5 years).

The Fund may be suitable for investors wishing to achieve defined investment objectives by investing through collective investment schemes.

The Fund may be suitable for those investors wanting to achieve long-term capital growth and some income by investing in shares of UK companies which have a small to medium-sized market capitalisation.

If you are uncertain whether this product is suitable for you, please contact a professional adviser.

What are the general risks involved in investing in this Fund?

Any investment involves risks. Some of these risks are general, which means that they apply to all investments. Others are specific, which means that they apply to individual funds. Before you decide to invest, it is important to understand these risks.

If you are unsure, please seek professional advice from a professional adviser. Investing in any fund involves a risk of capital loss resulting from market conditions and you should be aware of this. Investment in collective schemes should only be considered for the medium to longer term (i.e. five years minimum).

Market fluctuations

The value of investments and the income derived from them may fall as well as rise. Investors may not get back the amount originally invested and may lose money. There is no assurance that the investment objective of the Funds will actually be achieved.

The entire market of a particular asset class or geographical sector may fall, having a more pronounced effect on funds heavily invested in that asset class or region. There will be a variation in performance between funds with similar objectives due to the different assets selected.

For further information please refer to the full prospectus.

Effect of initial or redemption charge

Where an initial charge or redemption charge is imposed, an investor who realises his shares may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested. The shares therefore should be viewed as medium to long term investments.

Tax

Tax laws currently in place may change in the future which could affect the value of your investments. See the section headed 'Taxation' in this Simplified Prospectus for further details about taxation of the Fund.

Inflation and interest rates

The real value of any returns that an investor may receive from the Fund could be affected by interest rates and inflation over time.

Custody

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

Currency exchange rates

Funds investing in overseas securities are exposed to, and may hold, currencies other than pounds sterling (GBP). As a result, exchange rate movements may cause the GBP value of investments to decrease or increase.

Liquidity

Liquidity is a measure of how easily an investment can be traded. The underlying assets of the Fund may not always be easily sold and/or turned into cash.

Suspension of dealing

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

Counterparty and Settlement

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

What are the specific risks involved in investing in this Fund?

The Fund's investment objectives are listed in the previous section titled 'Investment Information'. The specific risks labelled below may also apply to your investment. Please note that these risks may be more relevant to some investors than others depending on their personal circumstances. Details of all identified risks can also be found in the full Prospectus.

Derivatives for Efficient Portfolio Management

The Investment Manager may employ derivatives for the purposes of hedging with the aim of reducing the risk profile of the Fund, or reducing costs, or generating additional capital or income, in accordance with Efficient Portfolio Management ('EPM').

To the extent that derivative instruments are utilised for hedging purposes, the risk of loss to the Fund may be increased where the value of the derivative instrument and the value of the security or position which it is hedging are insufficiently correlated.

Charges applied to capital

Expenses and fees will be charged to the income account of the Fund (with the exception of 60% of the performance fee and the ACD's periodic charge which will be taken from capital). In the event of fees exceeding the level of income, they will also be taken from capital. In addition, both SDRT and portfolio transaction charges will be charged wholly to the capital of the Fund. Accordingly, the imposition of such charges may constrain the capital growth of the Fund.

Concentrated portfolios

The Fund may hold a limited number of investments. Lower diversification and active stock selection can result in greater than average investment in individual companies. Such concentration can give rise to more risk than where investments are spread over a large number of companies. Whilst this may increase the potential gains, this concentration of exposure and lack of diversification may also substantially increase the risk of loss to the Fund.

Should one or more of those investments decline or be adversely affected, it may have a greater effect on the Fund's value than if a larger number of investments were held.

Credit and fixed interest security

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. Inflation will also decrease the real value of capital.

The value of a fixed interest security will fall in the event of the default or reduced credit rating of the issuer. Generally, the higher the rate of yield, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds. A sub-investment grade bond has a Standard & Poor's credit rating of below BBB or equivalent.

Smaller companies

Investment in smaller companies can be higher risk than investment in well established blue chip companies. Funds investing significantly in smaller companies can be subject to more volatility due to the limited marketability of the underlying asset.

OTC derivatives

If the counterparty to the Fund in relation to an OTC Derivative became insolvent or is unable to meet its obligations under the OTC Derivative, then the Fund would likely suffer a loss which may have a significant impact on the investment performance of the Fund.

What will I pay for my investment?

The Fund will have a single price at which the shares are bought and sold back to the ACD. The shares in the Fund can be bought and sold at a price based on the value of the total assets of the Fund, minus its liabilities. This is known as the Net Asset Value, or NAV, of the Fund. The value of one share is the total NAV divided by the number of shares in issue. This is calculated each Tuesday at 10.00 am.

How much will advice cost?

Your professional adviser (who may also be an Investment Manager of the Fund) may be entitled to initial commission from the ACD. This will be paid by the ACD from the initial charge or other resources. In addition, for as long as you hold your investment your professional adviser may be entitled to receive annual commission from the ACD based on the value of your investment. The commission will not be deducted from your investment.

If your professional adviser is charging a fee they will provide you with details relating to the cost of their advice.

Your investment is subject to the following charges:

A preliminary charge – Each investment you make into the Fund may incur a charge of 6% for both Class 'A' and Class 'B' shares, at the discretion of the ACD. This 'initial charge' for the Fund is illustrated as a percentage '%' of your investment.

An annual management charge ('AMC') – An AMC of 0.75% (Class 'A' shares) and 1.5% (Class 'B' shares) is taken from the Fund. It is illustrated as a percentage '%' of the NAV of the Fund.

A redemption charge – The full Prospectus contains a provision entitling the ACD to deduct a charge on redemption of shares out of the proceeds of redemption. Currently the ACD makes no such deduction on redemption of shares.

Performance fee – In addition to the AMC outlined above, the ACD is entitled to charge, which will be paid by way of further remuneration to the Investment Manager, a performance fee to be taken from the scheme property attributable to the Class 'A' shares and which is payable when the performance of the Net Asset Value per 'A' share, over a performance period, exceeds the Index. The performance fee will be calculated and paid after consideration of all other payments.

There is to be no performance fee to be taken from the scheme property attributable to the Class 'B' shares.

The ACD may charge up to 15% of the value of the Fund's out-performance of the index during a performance period.

The index used is the FTSE 250 ex Investment Companies Index.

Further information relating to performance fees and periods can be found in the full Prospectus.

Dilution levy

Current Policy

Where the Fund buys or sells underlying investments in response to a request for the issue or redemption of shares, it will generally incur a cost, made up of dealing costs and any spread between the buying and selling prices of the investments concerned, which will not be reflected in the amount paid by or to the shareholder. This effect is referred to as 'dilution'. It is not possible to predict accurately whether dilution will occur at any point in time.

With a view to reducing this cost (which, if material, disadvantages continuing shareholders and could adversely affect the future growth of the Fund) the ACD is entitled to require payment of a 'dilution levy' to be added to the issue price or deducted from the redemption price of shares as appropriate. This levy is paid directly into the Fund and it is intended to reduce the effect of dilution on the future growth of the Fund.

The ACD may charge a dilution levy of up to 1.0% of the price of the shares in relation to an issue of shares, and up to 0.5% in relation to a redemption of shares, where:

- the underlying transaction is a 'large deal';
- where a series of related or unrelated transactions when added together amount to a 'large deal'.

For these purposes, a 'large deal' is an issue or redemption (or series of issues or redemptions) with a gross value equal to or exceeding 1% of the total Fund value.

On occasions where the dilution levy is not applied, there may be an adverse impact on the future growth of the Fund.

Revised policy, effective 1 August 2010

The actual cost of purchasing, selling or switching underlying investments in a Fund may deviate from the mid-market value used in calculating its Share price, due to dealing charges, taxes, and any spread between buying and selling prices of the Fund's underlying investments. These dealing costs could have an adverse effect on the value of a Fund, known as 'dilution'. In order to mitigate the effect of dilution the Regulations allow the ACD to make a dilution levy on the purchase, redemption or Switch of Shares in a Fund. A dilution levy is a separate charge of such amount or at such rate as is determined by the ACD to be made for the purpose of reducing the effect of dilution. This amount is not retained by the ACD, but is paid into the Fund.

The dilution levy is calculated by reference to the costs of dealing in the underlying investments of the Fund, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of purchases and redemptions. It is not possible to predict accurately whether dilution would occur at any point in time.

The ACD's policy is that it may require a dilution levy on the purchase and redemption of Shares if, in its opinion, the existing Shareholders (for purchases) or remaining Shareholders (for redemptions) might otherwise be adversely affected. For example, the dilution levy may be charged in the following circumstances: where the Scheme Property of the Fund is in continual decline; on the Fund experiencing large levels of net purchases relative to its size; on 'large deals' (typically being a purchase or redemption of Shares to a size exceeding 5% of the Net Asset Value of the Fund); in any case where the ACD is of the opinion that the interests of existing or remaining Shareholders require the imposition of a dilution levy.

This policy is intended to mitigate the dilutive effect of Shareholder transactions on the future growth of the Fund.

Based on future projections and on its experience of managing the Fund the ACD is unlikely to impose a dilution levy unless it considers that the dealing costs relating to a Shareholder transaction are significant and will have a material impact on the Fund.

If a dilution levy is required then, based on future projections, the estimated rate of such a levy would be up to 0.75%.

The ACD, in its absolute discretion, may waive or reduce the dilution levy. The ACD may alter its current dilution policy in accordance with the procedure set out in the Regulations.

We will not increase our charges without giving at least 60 days' notice to investors.

How do charges and expenses affect your investment?

The Reduction in Yield/Effects of Deductions table in the Appendix is an example illustrating growth, and the effects the total charges might have against that growth. These figures are not guaranteed and serve only to demonstrate the effect of charges and expenses on an investment.

The effect of deductions on an investment of £10,000, assuming growth of 6% per year, is set out in the Appendix*. What you actually get back will depend on how your investment grows. You could get back more or less than the figures shown. Additionally, inflation may reduce what you can buy in the future with the amount shown. Dealing costs are not included.

All figures are calculated as at the Fund's year end date.

*For Reductions in Yield/Effects of Deduction rates please see Appendix.

Are there any other charges?

There are other charges associated with the operation of the Fund, such as Depositary fees, custody fees and Registrar fees. Full details of these may be found in the full Prospectus.

In addition, there are costs associated with buying and selling assets in the Fund, which include broker commissions and government stamp duty. These are reflected in the Portfolio Turnover Rate, discussed in the Appendix.

Taxation

The information below is a general guide based on current United Kingdom law and HM Revenue & Customs practice, all of which are subject to change. It summarises the tax position of the Fund and of investors who are United Kingdom resident individuals and hold shares as investments. The regime for taxation of income and capital gains received by individual investors depends on the tax law applicable to their personal circumstances and/or the place where the scheme property is invested. Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, are recommended to take professional advice.

The Fund is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments.

Dividends from United Kingdom companies are received by the Fund with a tax credit and no further tax is payable by the Fund on that income. Dividends received by the Fund from foreign companies may also be exempt from UK tax. The Fund will be subject to corporation tax on most other types of income but after deducting allowable management expenses and the gross amount of any interest distributions. Where the Fund suffers foreign tax on income received, this may normally be deducted from the United Kingdom tax due on that income.

The Fund will make dividend distributions except where more than a certain percentage of its property has been invested throughout the distribution period in interest-paying investments, in which case it will make interest distributions.

Non-UK Resident

If you are resident outside of the United Kingdom you should consult a professional adviser as an investment into the Fund may not necessarily be suitable for you.

Income tax

The Fund will pay distributions (which will be automatically retained in the Fund in the case of accumulation shares) with a tax credit. Individuals liable to income tax at the basic rate will have no further liability to tax. Higher rate taxpayers will have to pay an additional amount of income tax on the amount received. Certain categories of investors may be able to reclaim some tax credits.

The first income allocation received by an investor after buying shares may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return of capital, and is not taxable. Rather it should be deducted from the acquisition cost of the shares for capital gains tax purposes.

Capital Gains Tax

Investors may be liable to capital gains tax on gains arising from the redemption, transfer or other disposal of shares. The rate of tax, and available reliefs, will be as applicable from time to time. An exchange of shares in one fund of for shares in another fund will normally be treated as a disposal for this purpose.

What is Stamp Duty Reserve Tax ('SDRT')?

SDRT is charged on the surrender of shares to the Fund and on certain transfers of shares. The SDRT due is calculated at the rate of 0.5 % of the market value of the shares surrendered. This charge is subject to reduction in accordance with reliefs available from time to time.

The current policy is that all SDRT costs will be paid out of the Fund's scheme property and charged to capital. SDRT will not be recovered from investors. However, the ACD reserves the right to require investors to pay SDRT whenever it considers that the circumstances have arisen which make such imposition fair to all investors or potential investors. The ACD may impose an SDRT provision on large deals when no SDRT provision is imposed on smaller deals or which is larger than that imposed on smaller deals. A 'large deal' is a transaction (or a series of transactions in one dealing period) by any person to buy, sell or exchange shares of £15,000 or more. In the event there is a change in this policy the ACD will give prior notification of such change to investors prior to it taking effect.

Since the authorisation of the Fund to the date of this Simplified prospectus it has not been necessary to recover any SDRT from investors on any dealings in the shares. Although it cannot be guaranteed, it is the opinion of the ACD that SDRT will rarely be recovered from investors on the sale of shares. This statement is based on the ACD's current policy for SDRT as detailed above. If imposed on a particular deal the maximum provision for SDRT shall always be equivalent to the current rate of SDRT.

Is this an appropriate investment?

If you are unsure of the suitability of the Fund you should consult a professional adviser to obtain personal advice.

All funds registered in the European Union highlight the TER to help you compare the annual operating expenses of different schemes.

The Total Expense Ratio ('TER')* is the annual percentage reduction in investor returns that would result from largely fixed operating costs (annual management charge, administration fees, audit fees etc) if the markets were to remain flat and the Fund's portfolios were to be held and not traded during a period.

The TER for the Fund is based on the Net Asset Value ('NAV') of the Fund. The TER shows the annual operating expenses of the scheme – it does not include transaction expenses.

For full details of the dealing commission arrangements or transaction costs refer to the full Prospectus.

*For TER rates please see Appendix.

What are the benefits of investing in the Fund?

- You obtain a wide diversification of risk as your money is pooled with that of other investors to purchase a portfolio more broadly based than would otherwise be possible for the same size of investment.
- Your money is managed by a professional fund manager who has access to a wide range of research and resources enabling investments to be chosen that are appropriate to meet the objectives of the Fund.

How do I buy, sell and switch shares?

Except during periods of temporary suspension, the ACD will accept orders for the purchase and sale of shares, and/or switching of shares on normal business days between 8.30 am and 5.30 pm.

Shares may be bought and sold by providing the ACD with instructions, either in writing or through the order line on 0845 922 0044.

The ACD is not obliged to issue shares unless it has received cleared funds from you. For amounts in excess of £50,000, settlement must be made by electronic bank transfer to the bank account detailed on the application form. Otherwise, please forward a cheque for the net amount, made payable to Capita Financial Managers Limited, to our administration address (see application form). We reserve the right to charge interest at 4% above the prevailing Bank of England base rate, on the value of any settlement received later than the 4th business day following the valuation point.

No interest will be paid on funds held prior to investment or held whilst the ACD awaits receipt of all relevant documentation necessary to complete a redemption. Shares that have not been paid for will not be sold.

Orders are transacted at the next available valuation point after receipt of your instruction. Share certificates will not be issued.

To confirm the transaction, a contract note will be issued by close of business on the next business day after the dealing date.

Sale proceeds will be sent to you no later than four business days after receipt of the correctly completed documentation or the sale date, whichever is the later.

Instructions in writing should be sent to:

Dealing Department
Capita Financial Managers Limited
2 The Boulevard
City West One Office Park
Gelderd Road
Leeds
LS12 6NT

Tel: +44 (0)845 922 0044

How much do I need to invest?

The minimum lump sum investment amount is £100,000 for Class 'A' shares and £10,000 for Class 'B' shares. Lower amounts may be determined by the ACD at its absolute discretion.

The minimum holding is £50,000 for Class 'A' shares and £5,000 for Class 'B' shares. The minimum holding requirement may be waived upon application to the ACD.

The minimum value of shares which may be bought or sold subsequently is £5,000 for Class 'A' shares and £2,500 for Class 'B' shares.

In specie redemptions

If an investor requests the redemption of shares the ACD may, where it considers that deal to be substantial in relation to the total size of the Fund or in some way detrimental to the Fund, arrange for scheme property having the appropriate value to be transferred to the investor (an 'in specie transfer'), in place of payment for the shares in cash. Before the redemption is effected, the ACD must give written notice to the investor of the intention to make an in specie transfer, so that the investor can require the net proceeds of redemption rather than the relevant property if the investor so desires.

The ACD will select the property to be transferred in consultation with the Depositary. The ACD and Depositary must ensure that the selection is made with a view to achieving no more advantage or disadvantage to the investor requesting the redemption than to the continuing investors.

Can I switch to another fund?

It is possible for investors to switch their entitlement between funds if this facility is available. The ACD may, at its discretion make a charge on switching of shares, which will not exceed the excess difference between the initial charges. Investors should note that a switch of shares in the Fund for shares in another fund is treated as a redemption and sale and is a disposal for UK tax purposes. To effect a switch see the section titled 'How do I buy, switch and sell shares?' in this section.

A switching investor must be eligible to hold the shares into which the switch is to be made.

An investor who switches shares will not be given a right by law to withdraw from or cancel the transaction.

Can I change my mind?

Although you are always entitled to change your mind, if you invest directly into one of the Funds using our telephone dealing service or postal application you will not be entitled to cancellation rights. If you have invested via a professional adviser you may be entitled to cancellation rights within 14 days of receiving your notification of cancellation and return it to us within the 14 days. This will depend on the service you receive from your professional adviser. We will then return your investment to you, although if the value of your investment has fallen by the time we receive your cancellation form, we will deduct an amount equal to the fall in value before returning it to you.

Where can I find out how my investment is doing?

The share price is published through the following:

- *Financial Times* each day that such newspaper is published.
- Investment Management Association website: www.investmentuk.org
- www.fundlistings.co.uk
- By telephone during the hours of 8.30 am and 5.30 pm on 0845 922 0044 (local call rates)

When will I receive a report on my investment?

The following reports are available to you:

- Short Report and Accounts – mailed to you twice a year; on or before the last day of February and 30 June each year.
- Long form reports are available on request from the ACD.
- Half-yearly Transaction Statements will be mailed to you before the end of April and October each year. You may also elect to receive quarterly Transaction Statements (by ticking the opt-in box in the application form at the back of this Simplified Prospectus), which will be mailed to you before the end of July and January of each year.

Where can I obtain additional information?

Copies of the full Prospectus, the latest annual and half yearly reports can be obtained free of charge from the ACD.

Requests for additional information may be made in writing to the ACD or by telephone during the hours of 8.30 am and 5.30 pm on:

0845 922 0044 (local call rates)

We may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

What happens to the income from my investment?

At the date of this Simplified Prospectus, income shares only are in issue, where net income is distributed to investors on the last day of February and 31 August in each year, provided sufficient income is available.

What happens to my investment on death?

Shares in the Fund form part of your estate on death and, on production of the Death Certificate and the Grant of Probate or Letters of Administration, can be sold or re-registered in the names of the Executors or Administrators of the Estate or a beneficiary, or in the names of the surviving investors.

Are there any compensation arrangements?

The ACD is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the ACD cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £50,000. Further information about compensation arrangements is available by contacting the following:

Financial Services Compensation Scheme
7th Floor
Lloyds Chambers
Portsooken Street
London
E1 8BN

Telephone: 0207 892 7300

How do I make a complaint?

If you have any queries or complaints about the operation of the Fund please address them in the first instance to the ACD or the Depositary. In the unlikely event that you do not receive a satisfactory response you may direct complaints to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

How does the Data Protection Act impact on me?

You will agree that we may forward your details (name, address, transaction details) to related third parties (including the Investment Manager).

If you do not wish to receive information on other products and/or services from related third parties, you should tick the 'opt out' box on the application form. Alternatively, you may advise us in writing, by writing to:

Freepost RRYC-JESC-ULZK
Capita Financial Managers Ltd
Ibex House
42 – 47 Minories
London
EC3N 1DX

What are Money Laundering Regulations?

To comply with Money Laundering Regulations, we may require you to supply evidence of identity and address and or may validate these details against any database (public or other) to which we may have access. We will retain a record if such an enquiry is made.

What is the European Savings Directive?

Under the EU Council Directive on taxation of savings income Member States of the European Union ('Member States') are required to provide to the tax authorities of other Member States details of payments of interest and other similar income (which in the case of a collective investment fund may include income arising as a result of the sale and redemption of the fund's shares) paid by a person who is a 'paying agent' for the purposes of the Directive to an individual resident for the purposes of the Directive in another Member State. However, a number of Member States may instead impose a system of withholding tax for a transitional period.

What is the governing law?

Any contract or relationship entered into with the ACD will be governed by the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts.

How do I contact the FSA?

The FSA can be contacted at:

Financial Services Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS

UK: 0845 606 1234 (local call rates)

Overseas: +44(0)207 066 1000

Website: www.fsa.gov.uk

TABLES, CHARTS AND GRAPHS
EFFECTS OF DEDUCTIONS/REDUCTION IN YIELD
CF Progressive UK Smaller Companies Fund –
Class 'B' income shares

At end of year	Investment to date	Effect of deductions to date	What you might get back
	£	£	£
1	10,000	981	9,637
3	10,000	1,843	10,129
5	10,000	2,852	10,646
10	10,000	6,163	12,057

The last line in the table shows that over 10 years, the effect of the total charges and expenses could amount to £6,163. Putting it another way, this would have the same effect as bringing investment growth from 6% a year down to 1.9%.

The above table assumes that no withdrawals are made and that income is reinvested.

PAST PERFORMANCE

Please note that all performance information is at 31 December 2009. For more up-to-date performance information, please contact the ACD.

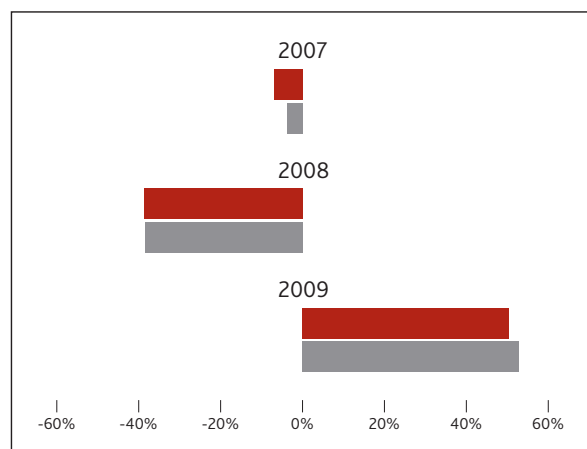
Past performance for the CF Progressive UK Smaller Companies Fund is displayed in two ways:

1. Annual returns are displayed as a bar chart for each of the last 10 full consecutive years, i.e. from 1 January to 31 December for each year up to 31 December 2009. If the Fund has been running for less than 10 years, but more than 1 year, the annual returns are shown for as many years as are available.
2. Cumulative returns are displayed as a bar chart for the last 10 full consecutive years, i.e. from 1 January 2000 up to 31 December 2009. If the Fund has been running for less than 10 years, but more than 1 year, the cumulative returns are shown for as many years as are available.

In comparison to the benchmark index, the Fund performance information is net of tax and charges and therefore does not include the effect of any preliminary charge that may be paid on the purchase of an investment.

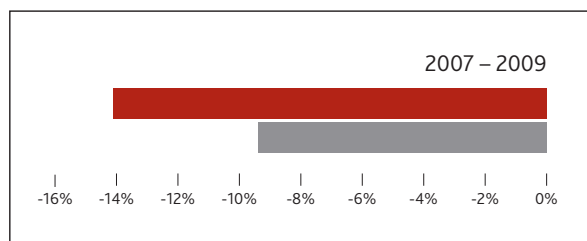
CF Progressive UK Smaller Companies Fund –
Class 'B' income shares

Past performance is not an indication of future performance.



■ CF Progressive UK Smaller Companies B Inc
 ■ FTSE 250 Mid (X It) TR

Percentage annual performance, income shares, (total return), based on Lipper data.



■ CF Progressive UK Smaller Companies B Inc
 ■ FTSE 250 Mid (X It) TR

Percentage cumulative performance, income shares, (total return), based on Lipper data.

TABLES, CHARTS AND GRAPHS

TOTAL EXPENSE RATIO ('TER')

CF Progressive UK Smaller Companies Fund –
income shares

Fund	TER (%)
Class 'A' shares	2.80
Class 'B' shares	3.51

Whilst expenses and charges are generally charged to the income of the Fund, as the investment objective for the Fund is primarily capital appreciation less income will be available. Therefore, 60% of the performance fee and the ACD's periodic charge will be charged to capital. In addition, both SDRT and portfolio transaction charges will be charged wholly to the capital of the Fund, which may constrain capital growth. Previous TERs (where appropriate) can be obtained from the ACD.

PORTFOLIO TURNOVER RATE ('PTR')

CF Progressive UK Smaller Companies Fund

The PTR represents the percentage of the Fund's portfolio that is bought and sold over that Fund's 12 month accounting period. If the PTR is high, the costs incurred may have a higher impact on your investment. At the same time, active management may mean that changing investments increases the performance of the Fund sufficiently to outweigh these costs.

$$\frac{(\text{Purchases of securities} + \text{Sale of securities}) - (\text{Subscription of shares} + \text{Redemption of shares})}{(\text{Average fund value over 12 months})} \times 100$$

Fund	PTR (%)
CF Progressive UK Smaller Companies Fund	142.37

TER and PTR figures are correct at the date this Simplified Prospectus was published. Please contact the ACD for up-to-date figures.

These are the terms and conditions ('Terms and Conditions') on which Capita Financial Managers Limited ('CFM') conducts designated investment business.

CFM is authorised and regulated by the Financial Services Authority ('FSA'), FSA Register No. 119197. The main business of CFM is the operation of collective investment schemes (including ISA management). Further information may be obtained from the FSA Register by visiting the FSA website <http://www.fsa.gov.uk/register>, by telephoning 0845 606 1234 or by writing to the FSA at 25 The North Colonnade, Canary Wharf, London E14 5HS.

Please read these Terms and Conditions carefully. They replace any terms and conditions which you may have previously entered into with CFM.

1 Definitions and interpretation

In these Terms and Conditions, the following words and expressions have the meanings set out below (unless the context otherwise requires):

Account the client account which we open for each ISA investor;

Anti-Money Laundering Requirements means the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and the Terrorism Act 2000, the Senior Management Systems and Controls Sourcebook and any other applicable anti-money laundering legislation, regulations, rules or guidelines;

Applicable Law means all applicable laws and regulations of the United Kingdom;

Application Form the application form to be completed and signed by a person wishing to open an ISA;

Associate has the meaning ascribed to it in the FSA Rules;

Business Day means a day (other than a Saturday or a Sunday) on which the London Stock Exchange is open for general business in London, England;

CFM, we or us means Capita Financial Managers Limited, a company registered in England No. 1146888, whose registered office is 17 Rochester Row, Westminster, London SW1P 1QT;

FSA means the Financial Services Authority, whose current address is 25 The North Colonnade, Canary Wharf, London E14 5HS;

FSA Rules the FSA Statements of Principle and the rules published by the FSA from time to time;

FSMA means the Financial Services and Markets Act 2000;

ISA means an individual savings account within the meaning of the ISA Regulations;

ISA Regulations means the Individual Savings account Regulations 1998;

Qualifying Individual means an individual who is 18 years of age or over and resident and ordinarily resident in the United Kingdom. Crown employees and their spouses/civil partners who are not resident in the United Kingdom may also qualify under the ISA Regulations;

Share means a share (of any class) in an open ended investment company operated or administered by CFM;

Unit means a unit (of any class) in an authorised unit trust managed by CFM; and

you or investor means means a person who invests in financial products provided by CFM.

References to a 'clause' means a clause of these Terms and Conditions. References to legislation, regulations, orders or rules shall mean such legislation, regulations, orders or rules, as amended from time to time or any re-enactment or replacement legislation, regulations, orders or rules, from time to time. Clause headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

2 Applications

2.1 To comply with Anti-Money Laundering Requirements, we may be required to verify the identity of our customers. The provision of any services to you is subject to satisfactory completion of our verification process and our acceptance of your application.

2.2 You authorise us to make credit reference, identity (including searching the electoral roll), fraud and other such searches and enquiries that may be necessary for these purposes. The credit reference agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. You also authorise us to undertake further similar searches at regular intervals. A record of the search will be retained. You may also be required to provide additional information.

Capita may ask you to supply evidence of your identity and your address.

In addition, these details may be validated against any database (public or other) to which we may have access and a record will be retained should we do so.

Should we require you to provide evidence of your identity and address then we will ask you to provide either original or certified copy documents which are personal to you and which will enable Capita to fulfil its regulatory obligations. Where original documents are provided, these will be copied for Capita's sole record-keeping purposes and the originals will be returned to you.

Please note that in certain circumstances we reserve the right to withhold redemption proceeds until we receive satisfactory proof of identity.

2.3 You confirm that all information you provide to us will be accurate and up-to-date and agree to inform us of any changes to the information.

2.4 Applications and instructions may be sent to us as described in the Application Form or the relevant Prospectus. In respect of an ISA, you can only apply in writing using the Application Form. Application Forms can also be downloaded using the following fund search tool: www.capitafinancial.co.uk/investor/searchfundlist.asp.

2.5 ISA applications (if applicable) can only be made in the name of a single investor. For other investments, all joint investors must sign the Application Form and all references in these Terms and Conditions to 'you' or an 'investor' apply to each joint investor individually.

2.6 Unless otherwise agreed by us, investors must be over 18 years of age and resident in the United Kingdom. If you are resident outside of the United Kingdom, you must satisfy yourself that under your local law you are eligible to apply for and hold the relevant investment (see also clause 3.1).

2.7 You can authorise another person to act on your behalf by signing a third party mandate or a Power of Attorney (in a form acceptable to CFM). For joint investments, all joint investors must sign. If you authorise another person to act on your behalf, you will be responsible for their actions or omissions as if they were your own.

2.8 Strictly all applications must be made by the investor. However, CFM in its absolute discretion may accept an application (or transfer application) made by an investor's legal representative where the investor is not able to complete the Application Form by reason

of mental disorder, incapacity, physical disability, illness or old age. The appointed person must provide the formal document authorising the person to act on behalf of the investor and any other documentation reasonably requested by us.

3 ISA subscriptions (if applicable)

3.1 If you are a Qualifying Individual:

(a) you will have an ISA investment allowance in any tax year as prescribed by the ISA Regulations; and

(b) you will have the right to invest in up to two ISAs in any tax year – one cash ISA and one stocks and shares ISA. However please note that CFM only offers a stocks and shares ISA. You may transfer your existing stocks and shares ISA to CFM.

3.2 When you appoint CFM to manage your stocks and shares ISA, CFM will manage it in accordance with these Terms and Conditions, your Application Form and the ISA Regulations. Your account will be invested in UK authorised unit trusts or open ended investment companies managed by CFM. CFM does not charge extra fees for managing your ISA.

3.3 You may invest in your stocks and shares ISA in either of the following ways:

(a) by lump-sum payment (and subsequent top-up payments) during any one tax year; or
(b) by monthly direct debit, in which case an ISA account will be opened for the current tax year and each successive tax year until you notify us otherwise.

3.4 All payments by you must be in the currency of the investment, made without deduction, withholding, set-off or counterclaim and free of all encumbrances. We will not accept payments from third parties unless we are satisfied that the funds are owned by you. We reserve the right to request verification of the source of funds before accepting them and, until such time, the relevant amount shall be treated as unpaid. We may, in our discretion, choose to deal before receipt of cleared funds from you. In such case, if cleared funds are not received from you within five Business Days of receipt of your Application Form or other instruction, we may sell or realise the relevant investment without further notice to you in order to meet any liabilities which we may have incurred on your behalf. In the event of such a sale or realisation, we shall be entitled to transfer such investments to such persons as we shall specify and, recover any shortfall from you.

3.5 Subject to clause 3.4, Shares and Units are bought and sold at the next valuation point following receipt of a signed Application Form or instruction.

3.6 You are responsible for ensuring that you do not exceed the ISA investment limits in any tax year (taking into account any other ISAs you have for that tax year from another provider). Amounts invested and then withdrawn may not be re-invested and any ISA allowance which is not used in any tax year may not be carried forward to subsequent years.

4 How we deal with you

4.1 For the purposes of the FSA Rules, we will classify you as a 'Retail Customer'.

4.2 We will never provide you with any investment, trading, tax or financial advice. Nothing in these Terms and Conditions should be taken as a recommendation to buy, sell or hold shares in any company or other investments. You should rely on your own judgment when deciding whether or not to enter into any transaction or seek advice from an appropriate independent adviser.

4.3 For your ISA (if applicable):

(a) you authorise CFM to undertake any functions required of an account Manager under the ISA Regulations on your behalf and to hold your cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash;

(b) you must at all times be a Qualifying Individual and agree to comply with the ISA Regulations. If at any time you cease to be a Qualifying Individual, you must immediately notify us and stop any contributions to your ISA;

(c) CFM shall have authority on your behalf to apply to HM Revenue & Customs ('HMRC') to claim any tax relief in respect of the account and to make any other claims for the repayment of, or credit against, tax in respect of the account and will credit any such amounts received to your account. Such claims for payment of tax credits on your behalf will be made by us in accordance with the ISA Regulations; and

(d) if CFM becomes aware that you have already subscribed to another stocks and shares ISA in the same tax year, we may automatically close your account and will not be liable to you.

4.4 Investments in the account will be beneficially owned by you but will be registered in the name of CFM or its nominee. Share certificates or other documents of title to ISA investments will be held by CFM or its nominee. You must not use your account as security for a loan or otherwise try to grant rights over the account.

4.5 Where required by the FSA's client money rules, we will hold money received on your behalf in a designated client bank account, with an approved bank in the United Kingdom. No interest shall be payable to you in respect of such money. We will treat such money as client money in accordance with the FSA's client money rules. The money will not be used by us in any transactions other than as specified in these Terms and Conditions.

Please note that, whilst the cash balance for each investor will be recorded separately, your money will be segregated from our own funds but will be pooled with the funds of other investors. Where a pooling event occurs, such as a default by CFM or our bankers, you will not have a claim against a specific sum of money in a specific account; your claim would be against the client money pool, held by us in general. The funds may then be distributed on a pro rata basis to all investors which could result in each investor receiving less back than that which is held on their behalf before such an event.

4.6 You will receive communications issued to shareholders/unitholders (including annual reports and accounts) and we will arrange for you to attend and vote at meetings of shareholders/unitholders.

5 Internet

CFM may make available to you the capability to deal with CFM over the internet or other electronic medium in which case other conditions may apply in addition to these Terms and Conditions.

6 Cancellation Rights

Cancellation rights may be available to you if you have invested as a result of independent financial advice. If you have invested via a financial adviser you may be entitled to cancellation rights within 14 days of receiving your notification of cancellation, provided you return your cancellation instruction to us within the 14 days. We will then return your investment to you less any fall in value your investment may have experienced in the interim. For ISA investors, cancellation rights will only apply to the first payment into your ISA. An ISA subscription cancelled within the said cancellation period does not count as a subscription to an ISA.

7 Withdrawal, Transfer and Termination

7.1 General

You may close or make withdrawals from an account by giving us written instructions, or instructions by any other method deemed acceptable by us. Faxed or emailed instructions will only be accepted with our prior approval. Shares and Units will be sold at the price calculated at the next valuation point.

7.2 Transfer of your ISA (if applicable)

- (a) You may transfer your current tax year's stocks and shares ISA to another ISA manager provided it agrees, by returning the appropriate transfer application form, available from CFM. All investments in the account in respect to the current tax year must be transferred to the new ISA manager and you may not subscribe to the new ISA account until after the transfer has been effected (and provided the subscription limit for the current tax year has not been reached). Your new ISA manager will send us your written request.
- (b) Your instructions will take immediate effect on receipt but will not cancel or amend any instructions you have already sent to us. You may indicate a date by which the transfer is effected (not being less than 7 business days after). We will sell the Shares or Units held in your account and transfer the proceeds and any uninvested cash in your account (or, if agreed by us, transfer your ISA) to the new ISA manager within 30 days (normally within seven business days), subject to the new ISA manager and any particular circumstances which may delay the transfer. There is no penalty or charge for transferring your ISA.

7.3 Termination

- (a) If you want to close your account after the 14 day cancellation period, CFM will require written instructions of this. Your instructions will take immediate effect on receipt but will not cancel or amend any instructions you have already sent to us. CFM will normally pay to you the value of your account within seven Business Days of receipt of your instructions. There is no penalty or charge for closing your account and no notice period is required.
- (b) We may, in our discretion, decide to close your account by giving you 30 days written notice (unless there are circumstances which justify closing the account earlier). For example, we may give you written notice to close your account if it is no longer feasible to continue it because of changes to the ISA Regulations, or if you breach these Terms and Conditions or if by reason of any failure to satisfy the ISA Regulations, your ISA has or will become void. We will not be liable to you for any loss, liability or damage you may suffer if we do close your account.

8 Death of an investor

In the event of your death, any exemption from tax will end immediately. Subject to this CFM will continue to deal with your account in accordance with these Terms and Conditions and will deal with your investments in accordance with the instructions received from your legal personal representative(s) who will become subject to these Terms and Conditions. Your personal representative(s) must provide us with proof of death and of their appointment. Following receipt of proof which is acceptable, CFM will pay the net proceeds of your account to your personal representative(s). Any tax refunds claimed on your behalf after you die will be repaid to HMRC. CFM will provide appropriate statements with regard to the account and any relevant tax certificate to your personal representative(s) in accordance with the ISA Regulations.

9 Limitation of liability and Indemnity

- 9.1 We will use all reasonable care and skill in the set up and management of your investment.
- 9.2 We will not be responsible for any failure or delay due to circumstances beyond our reasonable control (including, but not limited to, breakdown, failure or malfunction of any computer systems, telecommunications links, industrial disputes, postal delays, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to Applicable Law), the absence of, or inaccuracy in any information provided to us by you or on your behalf, or natural disasters ("Force Majeure")). We will, where possible, take such reasonable steps as we can to bring those circumstances to an end as soon as possible.
- 9.3 CFM accepts no liability for any type of special, incidental, indirect or consequential damage or loss suffered by you (nor for any loss of profits, opportunity or goodwill).
- 9.4 You hereby indemnify and hold harmless CFM from and against any and all third-party claims relating to or arising from or in connection with these Terms and Conditions or the transactions contemplated herein, except to the extent such claims are determined to have resulted solely from the negligence, fraud or wilful default of CFM, its employees or agents.
- 9.5 We will not be liable to the extent that we properly rely on information supplied by you or on your behalf. In particular, CFM will not be liable for any tax or other imposition in respect of any transaction entered into on your behalf.
- 9.6 Nothing in these Terms and Conditions shall exclude or limit:
 - (a) our liability for death or personal injury resulting from our negligence; or
 - (b) liability for any losses or expenses suffered by you as a direct result of our wilful default or fraud; or
 - (c) any other liability which cannot be excluded or limited by law, including our liability under the FSA Rules and FSMA.

10 Statement and Notices

CFM will send the investor a valuation and transaction report at least twice yearly for each. For specific dates please refer to the Simplified Prospectus. Copies of the annual and half yearly reports will also be issued. CFM will arrange, if you elect, to receive information issued to shareholders and to attend and vote at shareholder meetings.

11 Delegation of functions

- 11.1 Subject to Applicable Law, CFM may delegate any of these functions or responsibilities under these Terms and Conditions to any person provided that before doing so we satisfy ourselves that such person is competent to carry out those functions and responsibilities.
- 11.2 On giving you at least 30 days notice, we may appoint an Associate as manager of the account in our place. In such circumstances, that Associated Company will manage the account in accordance with these Terms and Conditions.
- 11.3 You may not assign any of your rights or obligations in relation to your investments other than in accordance with these Terms and Conditions.

12 Variation/Replacement of these Terms and Conditions

We may, from time to time, make any changes to these Terms and Conditions (including charges and fees). Where possible, we will give you at least 30 days prior notice of any change that could affect your rights against us or liabilities to us. In particular, we may vary these Terms and Conditions for the following reasons:

- (a) to comply with Applicable Law;
- (b) to reflect decisions of the Financial Ombudsman Service;
- (c) to comply with industry guidance and codes of practice;
- (d) to rectify errors, inaccuracies or ambiguities; or to take account of any corporate restructuring within the Capita group of companies; or
- (e) to reflect alterations in the scope and nature of the services provided to you under these Terms and Conditions resulting from the alterations made to our system capabilities or administration procedures.

13 Conflicts of Interest

- 13.1 You acknowledge and agree that when we (or our agents or delegates) enter into a transaction for you, we may (a) share charges with our affiliated companies and other third parties, or receive and retain remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements are available to you on request (b) be acting as agent or making arrangements for you on your instructions in relation to transactions in which we are also acting for other customers; or (c) be in a position where we have some other material interest in relation to the transaction.
- 13.2 In accordance with FSA Rules, CFM has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients. CFM will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy which provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then Capita Financial Group ("CFG") may seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. CFG will provide full details of the Conflicts of Interest Policy upon receipt of a written request from you.

14 Data Protection

14.1 The Data Protection Act 1998 ("DPA") provides protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them. CFM will protect your personal information in accordance with the principles of the DPA.

14.2 You agree that:

- (a) CFM may keep personal information which you or others have provided to it, and any information we know from running your account or processing orders, on a database and use or disclose such information to carry out the functions described in these Terms and Conditions and/or the Prospectus;
- (b) CFM may disclose your personal data to a promoter, investment manager, sponsor, fund manager, administrator or the depository of the relevant fund(s), or any person with legal, administrative or regulatory power over CFM, or as otherwise consented to in writing by you. In addition, CFM may disclose such personal data to any sub-contractor involved in carrying out functions for us including sub-contractors outside of the EEA in countries which do not have similar protections regarding personal information and its use. However, CFM is committed to protecting the confidentiality and security of personal information it collects and will ensure that such sub-contractor has put in place proper security measures to ensure at least the same level of protection as is required under the DPA; and
- (c) under the DPA, individuals are entitled, on payment of a fee of £10 currently (inclusive of VAT) to a copy of the information CFM holds about them.

14.3 CFM may transfer or dispose of the personal data to a person to whom it transfers its rights and responsibilities under these Terms and Conditions.

15 Recordings of telephone conversations

To ensure that CFM carries out your instructions accurately, to help CFM continually improve its service and in the interests of security, we may monitor and/or record your telephone calls with CFM. Any recordings remain our sole property.

16 Contracts (Rights of Third Parties) Act 1999

Except as specifically provided in these Terms and Conditions, nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein under the Contracts (Rights of Third Parties) Act 1999.

17 Complaints

If you have any queries or complaints please write to us in the first instance at Capita Financial Managers Limited ("CFM"), 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NT. Your complaint will be fully investigated and a full resolution sought. Our complaints procedure is available upon request.

If you are not satisfied, you may also have a right of complaint direct to the Financial Ombudsman Service.

If we cannot meet our obligations, you may be entitled to compensation from the Financial Services Compensation Scheme ("Scheme"). A leaflet with further details is available on request from the Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. These amounts of compensation may change from time to time and you should check your entitlement with the Scheme. Further information about compensation arrangements is available from the Scheme. You can contact the Scheme by calling their Helpline on 0207 892 7300, logging onto their website at www.fscs.org.uk or writing to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN.

18 General

- 18.1 If any provisions of these Terms and Conditions is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these Terms and Conditions shall continue in full force and effect with the invalid provision eliminated.
- 18.2 These Terms and Conditions and any disputes arising out of or in connection with them (whether based in contract, tort, breach of statutory duty or regulation or otherwise) are governed by and construed in accordance with English Law and both you and CFM submit to the exclusive jurisdiction of the English Courts.

19 Savings Directive

For investors who are resident outside the United Kingdom for tax purposes, if certain conditions apply, information regarding your investment and any interest paid may be passed to HM Revenue & Customs in order to be passed to other tax authorities.

For further information please see the Simplified or Full Prospectus.

Personal Details (Please complete in BLOCK CAPITALS)

Please provide separate details for each joint or designated applicant. Joint applicants must each sign. In the case of joint holders, all payments and correspondence will be sent to the first named holder.

Please note: ISA accounts can only be set up as individual accounts.

Trusts must be set up in individual's names – designations can be used.

Sole or first named joint applicant (ISA & Non-ISA)

Title (Mr/Mrs/Other) :	Nationality :
Surname :	Town & Country of Residence :
Forename(s) :	Place of Birth (Town or City) :
Permanent Address :	Country of Birth :
	Date of Birth :
	National Insurance Number :
Postcode :	or Tax Identification Number* :
Daytime Telephone Number :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	Please tick here if you do not have a National Insurance Number <input type="checkbox"/>

ISA APPLICANTS ONLY : We are unable to process your application without your date of birth and National Insurance Number (or confirmation that you do not have one). Your National Insurance Number can be found on your payslip, Form P45 or P60, or pension order book.

If your application is on the behalf of a child, please write the child's initials here :

If your application is on the behalf of a trust, please write the designation here :

Second named joint applicant (non-ISA only)

Title (Mr/Mrs/Other) :	Nationality :
Surname :	Town & Country of Residence :
Forename(s) :	Place of Birth (Town or City) :
Permanent Address :	Country of Birth :
	Date of Birth :
	National Insurance Number :
Postcode :	or Tax Identification Number* :
Daytime Telephone Number :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	Please tick here if you do not have a National Insurance Number <input type="checkbox"/>

Third named joint applicant (non-ISA only)

Title (Mr/Mrs/Other) :	Nationality :
Surname :	Town & Country of Residence :
Forename(s) :	Place of Birth (Town or City) :
Permanent Address :	Country of Birth :
	Date of Birth :
	National Insurance Number :
Postcode :	or Tax Identification Number* :
Daytime Telephone Number :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	Please tick here if you do not have a National Insurance Number <input type="checkbox"/>

Fourth named joint applicant (non-ISA only)

Title (Mr/Mrs/Other) :	Nationality :
Surname :	Town & Country of Residence :
Forename(s) :	Place of Birth (Town or City) :
Permanent Address :	Country of Birth :
	Date of Birth :
	National Insurance Number :
Postcode :	or Tax Identification Number* :
Daytime Telephone Number :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	Please tick here if you do not have a National Insurance Number <input type="checkbox"/>

Product Type	Standard Share Class	
CF Progressive UK Smaller Companies Fund	A	B
Minimum Lump Sum	£100,000	£10,000
Investment Amount	£ <input type="text"/>	£ <input type="text"/>

Accumulation Shares only in issue

Standard account – standard accounts are non-ISA accounts and must meet the minimum investment levels as specified in the prospectus and simplified prospectus.
 Your cheque should be made payable to ‘Capita Financial Managers Limited’. Lump sum investors may also make direct payments (in Pounds Sterling only) to the following bank account:

Sterling payments only
Barclays Bank Plc, 50 Pall Mall, London SW1Y 5AX
Account : Capita Financial Managers Limited
Account Number : 30290122
Sort Code : 20-67-59
Swift Code : BARCGB22

Please note: This application when accepted by Capita Financial Managers Limited will constitute a binding contract and be evidenced by the issue of a contract note or allocation letter. No other acknowledgement will be issued at the time of application and only in the event of a query will there be further communication.

Data Protection Act: We may send your details (including account/transaction details) to related third parties (including the Investment Manager and/or sponsor). If you do not wish to receive information on other products and/or services from related third parties, please tick this opt out box.

Declaration: To be completed by all applicants. Please note that ISA Accounts can only be set up as individual accounts. I/we confirm that I/we have read and understood the information contained in this form and confirm that a copy of the Simplified or Full Prospectus has been supplied to me/us. I/we request and authorise Capita Financial Managers Limited to act in accordance with my/our instructions.

Signature:	<input type="text"/>	Date:	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>
Signature:	<input type="text"/>	Date:	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>

I accept that this application is governed by Capita Financial Managers Limited Terms of Business, a copy of which has been or will be supplied to me.

I hereby indemnify Capita Financial Managers Limited for any loss suffered should it subsequently be discovered that the applicant(s) was/were entitled to cancellation rights and no cancellation notice was sent as a result of the undernoted.

I confirm that the applicant(s) named in this application is/are entitled to cancellation rights under the Conduct of Business (Cancellation) Rules. (Tick only if cancellation rights apply)

Or

I confirm that the applicant(s) named in this application is/are not entitled to cancellation rights under the Conduct of Business (Cancellation) Rules because:

- The applicant(s) is/are subject to a customer agreement waiving such rights.
- The applicant(s) responded to an 'off the page' advertisement as defined by the Financial Services (Conduct of Business) Rules.
- The application form was completed outside the United Kingdom as the result of either advice given by me or an advertisement issued outside the United Kingdom.
- The applicant is an execution only customer.
- We confirm we have undertaken money laundering checks in line with the current regulations.

Should you wish to rebate all or part of your commission entitlement, please indicate the amount to be rebated in the box below.

%

Adviser's Initials

Adviser's Name :

Telephone Number :

Mobile Number :

Fax Number :

If you are interested in receiving information regarding e-commerce, please tick this box :

Adviser/Agent Stamp & Authorisation