

# The CBF Church of England Investment Fund

## Scheme Information

Effective from 24 February 2022

## Issued by CCLA Investment Management Limited (the “**Manager**”)

This document sets out the Scheme Information for The CBF Church of England Investment Fund (the “**Fund**”). The Fund is an Investment Fund, administered as a Common Fund and is established under the Church Funds Investment Measure 1958, as amended by the Church of England (Miscellaneous Provisions) Measure 1995, the Church of England (Miscellaneous Provisions) Measure 2000, the Church of England (Miscellaneous Provisions) Measure 2006, the Church of England (Miscellaneous Provisions) Measure 2010 (together the “**Measure**”) and the Trustee Act 2000. The Fund was formed in May 1958. The Fund is not a Collective Investment Scheme within the meaning of the Financial Services and Markets Act 2000 (“**FSMA**”) as amended or changed from time to time.

Should the provisions of the Measure and the Scheme Information be in conflict, the provisions of the Measure shall prevail.

Any person relying on the information contained in this document, which was current at the date shown above, should check with the Manager that the document is the most current version and that no revisions or corrections have been made to the information contained herein. The latest version of this document is available on [www.ccla.co.uk](http://www.ccla.co.uk) and alternative formats are available upon request from [clientservices@ccla.co.uk](mailto:clientservices@ccla.co.uk).

While the Manager has taken all reasonable care to ensure that the facts stated in this Scheme Information are true, clear and not misleading, Shareholders and/or potential Shareholders should not treat this Scheme Information as advice relating to their own legal, tax or investment position. If a Shareholder or potential Shareholder is in any doubt as to the meaning of any information contained in this Scheme Information, they should consult their independent financial or other professional adviser.

# Contents

<b>1. Definitions</b>	<b>5</b>		
1.1 Definitions	5		
<b>2. The Structure of the Fund</b>	<b>7</b>		
2.1 Investment Fund and Charitable Status	7		
2.2 The Board	7		
2.3 The Trustee and Operator	7		
2.4 The Manager	7		
2.5 The Registrar	7		
2.6 The Administrator	8		
2.7 The Auditor	8		
2.8 Shareholders' Rights Against Service Providers	8		
<b>3. Investment Objective and Policy of the Fund</b>	<b>8</b>		
3.1 Investment Objective	8		
3.2 Investment Policy	8		
3.3 Ethical and Responsible Investment	8		
3.4 Target Benchmark	8		
3.5 Comparator Benchmark	8		
<b>4. Participation in the Fund</b>	<b>9</b>		
4.1 Target Investors	9		
4.2 Eligible Contributors to the Fund	9		
4.3 Compulsory Sale of Shares where a Shareholder Ceases to be an Eligible Contributor	9		
4.4 Income and Accumulation Shares	10		
4.5 Registration of Shares	10		
4.6 Anti-Money Laundering Requirements	10		
4.7 Fair Treatment of Shareholders	10		
4.8 Changes to Authorised Signatories and Correspondents	11		
<b>5. Risks</b>	<b>11</b>		
5.1 General Investment Risks	11		
5.2 Risk Associated with Investment in Other Collective Investment Schemes	11		
5.3 Political Risk	11		
5.4 Currency Risk	11		
5.5 Counterparty Risk	11		
5.6 Credit Risk	11		
5.7 Settlement Risk	11		
5.8 Interest Rate Risk	12		
5.9 Concentration Risk	12		
5.10 Custody Risk	12		
5.11 Emerging Market Risk	12		
5.12 Operational Risk	12		
5.13 Cyber Event Risk	12		
5.14 Indirect Property Risk	13		
5.15 Smaller Capitalisation Companies Risk	13		
5.16 Suspension Risk	13		
5.17 Inflation Risk	13		
5.18 Other Risks including Terrorism and Pandemic Risk	13		
5.19 Derivatives Risk	13		
5.20 Tax Risk	13		
5.21 Total Return Approach Risk	14		
5.22 Liquidity Risk	14		
5.23 Risk Factors Not Exhaustive	14		
5.24 Risk Management Process and Liquidity Management	14		
<b>6. Investment Powers, Controls and Restrictions</b>	<b>14</b>		
6.1 Investment and Borrowing Powers	14		
6.2 Breach of Investment Limits	14		
6.3 Investment in In-House Collective Investment Schemes	14		
6.4 Eligible Securities and Investment Markets	14		
<b>7. Pricing of Shares and Valuation of the Fund</b>	<b>15</b>		
7.1 Valuation Point	15		
7.2 Valuation of the Fund	15		
7.3 Buying and Selling Prices	15		
7.4 Publication of Prices	15		
<b>8. Dealing in Shares</b>	<b>15</b>		
8.1 Application for Shares	15		
8.2 The Dealing Day	16		
8.3 Minimum Initial and Subsequent Investments	16		
8.4 Buying Shares	16		
8.5 Additional Investments	16		
8.6 Selling Shares	17		
8.7 Switches	17		
8.8 Securities Exchange	17		
8.9 Large Deals	17		
8.10 Trustee's Refusal to Issue or Cancel Shares	17		
8.11 Suspension of Dealing	17		
8.12 Execution Services	18		
<b>9. Distributions to Shareholders</b>	<b>18</b>		
9.1 Quarterly Distribution	18		
9.2 Income Reserve Account	18		
9.3 Equalisation	19		
<b>10. Reporting</b>	<b>19</b>		
10.1 Regular Statements	19		
10.2 Report and Accounts of the Fund	19		
<b>11. Complaints and Compensation</b>	<b>19</b>		
11.1 Complaints	19		
11.2 Compensation	19		
<b>12. Charges and Expenses</b>	<b>19</b>		
12.1 Remuneration and Expenses of the Trustee	19		
12.2 Remuneration and Expenses of the Manager	19		
12.3 Preliminary Charge	20		
12.4 Redemption Charge	20		
12.5 Inducements	20		
12.6 Research	20		
12.7 Other Expenses	20		

<b>13. Conflicts of Interest</b>	<b>20</b>	16.2 Telephone and Electronic Communications	22
13.1 Conflicts of Interest Policy	20	16.3 Amending this Scheme Information	22
13.2 Material Interests and Conflicts	21	16.4 Professional Liability	22
<b>14. Taxation</b>	<b>21</b>	16.5 Acceptance of Terms and Conditions	22
14.1 General	21	16.6 Applicable Law and Jurisdiction	22
<b>15. Termination</b>	<b>21</b>	16.7 Additional Information	22
15.1 Winding Up	21	<b>Appendix 1 - Directory</b>	<b>24</b>
<b>16. General Information</b>	<b>22</b>	<b>Appendix 2 - Past Performance</b>	<b>25</b>
16.1 Data Protection	22	<b>Appendix 3 - Sustainable Finance Disclosure Regulation: Pre-Contractual Disclosure</b>	<b>26</b>

# 1. Definitions

## 1.1 Definitions

---

**Accumulation Share(s)** means those Shares where distributions are reinvested and reflected in the Share price.

**Administrator** means HSBC Bank plc, or such successor entity appointed as administrator by the Manager from time to time.

**Annual Management Charge** means the periodic charge applied to the Fund by the Manager in payment for carrying out its duties and responsibilities.

**Applicant(s)** means a Church Trust (or nominee company acting on its behalf) which is applying for an account.

**Application Form** means the application form to open an account available from the Manager's website.

**Auditor** means Deloitte LLP, or such successor entity appointed as auditor by the Board from time to time.

**Base Currency** means pounds sterling, the currency of the Fund and in which the Report and Accounts of the Fund are prepared.

**Bid price(s)** means the price at which Shares may be sold by investors.

**Board** means the board of trustees of the Trustee as listed in Appendix 1.

**Business Day** means any day on which the London Stock Exchange is normally open for business, being a day other than a Saturday, Sunday, public or bank holiday in England.

**Charitable Purposes** bears the meaning as set out in section 2 of the Charities Act 2011.

**Charity** means either a charity in England and Wales within the meaning of section 1(1) of the Charities Act 2011 or an "appropriate body" in Scotland and Northern Ireland within the meaning of section 97(3) of the Charities Act 2011.

**Charity Commission** means the Charity Commission for England and Wales of 102 Petty France, London SW1H 9AJ.

**Church Trust** means a charitable trust established by the Church of England.

**Collective Investment Scheme(s)** means a collective investment scheme as defined by section 235(1) of the Financial Services and Markets Act 2000.

**Common Deposit Fund(s)** means a common deposit fund established under section 100 of the Charities Act 2011.

**Common Fund** means a common fund within the meaning of section 4 of the Scheme.

**Common Investment Fund(s)** means a common investment fund established under section 96 of the Charities Act 2011.

**Custodian** means HSBC Bank plc.

**Data Protection Legislation** means the UK General Data Protection Regulation and the Data Protection Act 2018 or any successor legislations thereto, and any associated codes, regulation or guidance (as may be amended or replaced from time to time) and any related regulations and guidance and all other laws concerning the processing of data relating to living persons.

**Dealing Day(s)** means the day on which the Manager issues and/or redeems Shares as set out in this Scheme Information.

**Distribution Account** means an account for the purpose of holding income to be distributed to Shareholders.

**Eligible Contributor(s)** means a Church Trust (or nominee company acting on its behalf) which is and continues to be eligible to hold Shares.

**Eligible Securities and Investment Markets** means the investment markets on which the Fund may invest.

**Equalisation** means an adjustment to the price of the Shares to reflect the fact that investors buying Shares part way through the Fund's accounting period are not entitled to all the income earned in respect of those Shares over that period.

**FCA** means the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN or such regulatory authority which may replace or succeed it from time to time.

**FCA Regulations** means the Handbook of Rules and Guidance issued by the FCA, as amended or replaced from time to time.

**Fund** means The CBF Church of England Investment Fund.

**Group** has the same meaning as listed in the glossary to the FCA Regulations.

**Income Reserve Account** means an account in respect of the Fund for the purpose of evening out the amount of income distributed.

**Income Share(s)** means those Shares which pay distributions to Shareholders.

**Investment Committee** means the body responsible for the oversight of the Manager's investment processes and activities.

**Investment Fund** means an investment fund as defined by section 1 of the Scheme.

**Investment Management Agreement** means the agreement dated September 2008 between the Trustee and the Manager delegating the portfolio management of the Scheme Property to the Manager (as amended, supplemented or replaced from time to time).

**Manager** means CCLA Investment Management Limited of Senator House, 85 Queen Victoria Street, London EC4V 4ET.

**Money Laundering Regulations** means The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as may be amended, updated or replaced from time to time.

**Net Asset Value** or **NAV** means the value of the Scheme Property less all the liabilities of the Fund.

**Offer price(s)** means the price at which Shares may be bought by investors.

**Register** means the register of Shareholders maintained by the Registrar on behalf of the Trustee.

**Registrar** means a corporate body appointed by the Trustee as registrar from time to time for the purpose of maintaining the Register.

**Report and Accounts** means the annual (audited) and interim (unaudited) report and financial

statements for the Fund prepared by the Manager to the periods ending 31 December and 30 June respectively.

**Scheme** means the scheme as detailed in the schedule to the Measure.

**Scheme Information** means this Scheme Information of the Fund as amended or replaced from time to time.

**Scheme Property** means the investments, assets and property of the Fund.

**Shareholder(s)** means an Eligible Contributor who is registered as a holder of Shares.

**Share(s)** means shares in the Fund which may be Income Shares or Accumulation Shares.

**Trustee** means CBF Funds Trustee Limited of Senator House, 85 Queen Victoria Street, London EC4V 4ET.

**Valuation Point** means the valuation point as at 11.59pm on the Business Day prior to each Dealing Day.

**References to any statutory provision or FCA Regulations in this Scheme Information shall include any statutory provision or FCA Regulations which amends or replaces it and any subordinate legislation made under it.**

## 2. The Structure of the Fund

### 2.1 Investment Fund and Charitable Status

---

The Fund is an Investment Fund, administered as a Common Fund and is established under the Measure (as amended or replaced from time to time). The Fund was formed in May 1958. The Fund is not a Collective Investment Scheme within the meaning of FSMA and is not regulated by the FCA or other regulatory bodies under FSMA. The Fund is entitled to charitable status by virtue of section 99(4) of the Charities Act 2011, as amended or replaced from time to time.

### 2.2 The Board

---

The Board of trustees of the Trustee are listed in Appendix 1.

The Board has been assigned certain duties. It meets regularly to receive reports and monitor the progress of the Fund. It is required to prepare annual Report and Accounts. The Board is made up of individuals who together have wide experience of finance, investments, charities and the law. No Board member is required to be approved by the FCA, in relation to their capacity as a member of the Board, because no Board member intends to offer investment advice or conduct investment business in relation to the Fund.

### 2.3 The Trustee and Operator

---

CBF Funds Trustee Limited is the Trustee and Operator of the Fund. The Trustee is a company incorporated under the Companies Act 1985 (now Companies Act 2006). It is a registered Charity (No. 1116932) and is incorporated in England and Wales as a company limited by guarantee. Under the provisions of FSMA, the Trustee is not considered to be operating the Fund “by way of business”. Consequently, it is not required to be authorised or regulated by the FCA and its members are not required to be approved by the FCA for this purpose. This extends to the Manager in respect of its administrative, registrar and company secretarial functions for The CBF Church of England Funds. In the administration of the Fund, the Trustee is exempt from the jurisdiction of the Charity Commission by virtue of section 5(1) of the Measure.

The Trustee is ultimately responsible for The CBF Church of England Funds and receives reports on the published Report and Accounts. The Trustee holds at least four meetings each year and monitors the investment, property and cash management, administration, registration and company secretarial services provided by the Manager under the Investment Management Agreement. The Trustee has appointed an audit committee to review the financial statements of the Fund and to receive and

consider regular reports from the Manager on the management and administration of the Fund.

The Trustee has appointed the Custodian to hold the securities of the Fund in specially designated accounts in safe custody.

### 2.4 The Manager

---

CCLA Investment Management Limited is the appointed Manager of the Fund. The Manager is a limited liability company incorporated in England and Wales with company registration number 2183088, whose registered address and details are shown in Appendix 1.

The Manager is authorised and regulated by the Financial Conduct Authority in the conduct of investment business in the United Kingdom and is entered on the FCA’s register under reference number 119281. The Manager holds the necessary permissions to provide, amongst other things, discretionary investment management services and is subject to the requirements of the FCA Regulations in its management of the investments of the Fund.

The Manager has been appointed by the Trustee pursuant to the Investment Management Agreement to provide discretionary investment management services as well as administrative and registration services under the Investment Management Agreement.

The Manager provides the Trustee with administrative, registration and company secretarial services where necessary for the operation of the Fund. These include the issue and redemption of Shares, the valuation of the Fund’s assets, the operation of the Register, the payment of distributions and the maintenance of the accounting records of the Fund.

The Manager may not have a lien over, or security interest in, the Scheme Property, act as principal in any transaction with the Fund, or undertake stock lending on behalf of the Fund.

Under the terms of the Investment Management Agreement, the Manager may be replaced by the Trustee on the expiry of a 12 months’ notice period. The Manager accepts responsibility for loss of the investments of the Fund to the extent that such loss is due to the negligence, wilful default or fraud of itself or any delegates. The Manager will not otherwise be liable for any loss to the investments of the Fund. No warranty is given by the Manager as to the performance or profitability of the Fund (or any part of it) or that the investment objective of the Fund will be successfully accomplished.

### 2.5 The Registrar

---

The Trustee has appointed CCLA Investment Management Limited to act as the Registrar of the

Fund. The agreement provides for the appointment to be terminated by either party giving one year's written notice to the other. Earlier termination can only occur in specific circumstances, including a material and irremediable breach by either party.

---

## 2.6 The Administrator

HSBC Bank plc, 8 Canada Square, London E14 5HQ is the appointed Administrator of the Fund and undertakes the Fund pricing and Fund accounting and carries out certain administrative tasks including the preparation of valuations and other activities on behalf of the Fund. The Administrator has been appointed under an agreement with the Manager and the Manager meets the fees of the Administrator from the Annual Management Charge it receives for its services to the Fund.

---

## 2.7 The Auditor

The Auditor of the Fund is Deloitte LLP whose registered address is shown in Appendix 1.

---

## 2.8 Shareholders' Rights Against Service Providers

A number of third-party service providers provide services to the Fund, including the Auditor and the Administrator, whose details are set out in this Scheme Information (the "**Service Providers**"). No Shareholder will have any direct contractual claim against any Service Provider with respect to such Service Provider's default. This is without prejudice to any right a Shareholder may have to bring a claim against an FCA authorised Service Provider, the Manager or the Trustee under Section 138D of FSMA (as a result of a breach of the FCA Regulations by such Service Provider, the Manager or the Trustee), or any tortious or contractual cause of action.

# 3. Investment Objective and Policy of the Fund

---

## 3.1 Investment Objective

The Fund aims to provide a long-term total return comprising growth in capital and income.

---

## 3.2 Investment Policy

The Fund is an actively managed, diversified portfolio of assets designed to help protect both present and future beneficiaries from the effects of inflation. It will have an emphasis on equities but will also include property, bonds and other asset classes, which may be either liquid or illiquid in nature.

The Fund is managed in accordance with the policies of the Church of England's Ethical Investment Advisory Group (EIAG).

---

## 3.3 Ethical and Responsible Investment

The Fund has regard to ethical investment considerations, both positive and negative, in selecting and retaining investments and is represented on the Church of England's EIAG. EIAG policies are available at [www.churchofengland.org](http://www.churchofengland.org).

The Fund will take a proactive approach to proxy voting and will vote routinely on all holdings within the Fund as required.

The Manager will make reasonable endeavours to ensure that decisions in respect of corporate actions are taken in the best interests of the Fund. Investments that do not qualify as permitted investments may be offered as a result of corporate actions. The Manager is authorised to accept such investments and will dispose of them expeditiously, taking into account the best interests of the Fund.

Further information on the ethical investment policy and the corporate governance policy are available from the Manager.

---

## 3.4 Target Benchmark

The target benchmark sets a standard against which the long-term performance of the Fund can be assessed.

The Fund has a long-term investment target benchmark designed to help investors meet their objectives. Over time, the Fund aims to achieve an average total return before costs of Consumer Price Index (CPI) inflation plus 5%.

---

## 3.5 Comparator Benchmark

To provide additional guidance on returns, the Manager publishes regular performance information relative to a comparator index designed to represent the typical structure and strategy of the Fund's underlying portfolio. The typical asset mix may change over time, so it may be necessary to review the make-up of the comparator benchmark to ensure that it remains a useful guide to returns.

The composite comparator benchmark of the Fund (and the constituents' respective weightings within the comparator benchmark), as at the date of this Scheme Information is as follows:

MSCI World Index (75%), Markit iBoxx £ Gilts Index (15%), MSCI UK Monthly Property Index (5%) and Sterling Overnight Index Average (5%).



## 4. Participation in the Fund

### 4.1 Target Investors

---

The Fund is intended for eligible Charity investors, with at least a basic knowledge of relevant financial instruments, which are affiliated with the Church of England and seeking to invest in an actively managed fund that reflects the investment objective and investment policy of the Fund. Investors should be looking to invest for at least five years and understand that their capital may be at risk, have the ability to bear losses and appreciate that the value of their investment and any derived income may fall as well as rise.

Please note that the Manager is not required to assess the suitability or appropriateness of the Fund against each investor.

Investors may be either retail or professional clients (both per se and elective).

### 4.2 Eligible Contributors to the Fund

---

Any Church Trust with objects connected with the work of the Church of England may normally invest in the Fund. The Manager is required under the Money Laundering Regulations to satisfy itself as to the identity of Eligible Contributors (please see the section headed Anti-Money Laundering Requirements below).

Any Church Trust (or a nominee company acting on its behalf) applying to participate must give a declaration of eligibility of the Church Trust to invest in the Fund. Where a Shareholder (potential or otherwise) is found not to be eligible or becomes ineligible at a later date, it, or its nominee, must inform the Manager and disinvest. The Manager reserves the right to decline any application without giving any reason and to sell Shares on behalf of a Shareholder if it reasonably believes that the Shareholder is no longer eligible to invest in the Fund.

### 4.3 Compulsory Sale of Shares where a Shareholder Ceases to be an Eligible Contributor

---

Where a Shareholder:

- is found not to be eligible or becomes ineligible at a later date; or
- suffers a change in circumstances or is in breach of any applicable law or government rule or regulation which may affect its ability to be an Eligible Contributor,

it, or its nominee, must inform the Manager immediately and at the Manager's request must sell their Shares.

As soon as the Manager becomes aware or has reasonable grounds to believe that a Shareholder no longer satisfies the requirements to be an Eligible Contributor, the Shareholder will be deemed to have submitted a sell Shares form to sell all the Shares held by them in the Fund. Where a Shareholder delays in informing the Manager that it has ceased to be, or may no longer be an Eligible Contributor, the Manager then has the right to treat the request to redeem Shares as being made on the date on which the Shareholder's circumstances changed.

The Shareholder agrees that any proceeds of sale in relation to the Shares sold as a result of the Shareholder ceasing to be an Eligible Contributor may be retained by the Manager in order to satisfy any losses suffered by the Fund as a result of the Shareholder ceasing to be an Eligible Contributor. Such losses may include, but shall not be limited to:

- any assessment for income or capital gains tax or any other tax to which the Fund would not have been assessed had the Shareholder remained as an Eligible Contributor;
- any distributions paid out to or settled in respect of the Shareholder's Shares after the date on which the Shareholder ceased to be an Eligible Contributor; and
- all costs and expenses including professional fees incurred in connection with such assessment.
- On the written request of the Manager any Shareholder who is required to sell their Shares must:
- irrevocably appoint one or more of the directors of the Manager as its attorney to execute all instruments and other documentation required to effect a sale of its Shares and the Shareholder agrees to ratify all and any acts of the attorney; and
- indemnify the Fund against all losses suffered by the Fund as a consequence of the Shareholder no longer remaining an Eligible Contributor.

If at the time a sell Shares form is submitted (or is deemed to have been submitted) to the Manager, the Manager has received instructions to sell Shares from one or more other Eligible Contributors, the sale of the Shares held by a Shareholder who has ceased to be eligible to remain invested in the Fund will be sold in priority to all other sale requests in the queue.

In the event that dealings in the Fund are suspended any deemed or actual instructions for the compulsory sale of Shares will not be frozen. In such circumstances the relevant Shares will be cancelled and the Manager will make an appropriate provision for the sale proceeds due to the affected Shareholder.

Where an event occurs during a period of suspension that results in a Shareholder ceasing to be an Eligible Contributor, the Shareholder's rights to accrued income will be apportioned according to the

date on which the event occurred that triggered the ineligibility.

The sale proceeds will be calculated at the Valuation Point for the first Dealing Day after the lifting of the suspension and will be paid to the Shareholder within four Business Days of the Dealing Day.

#### 4.4 Income and Accumulation Shares

---

Eligible Contributors to the Fund may purchase either Income or Accumulation Shares or both. Income Shares provide regular income distributions and each Share represents one undivided part in the Scheme Property. Holders of Income Shares receive income distributions quarterly.

Holders of Accumulation Shares do not receive distributions. The distributions allocated to the Accumulation Shares accumulate within the Fund and are reflected in the price of the Shares. The effect of this accumulation of distributions is an increase in the price of an Accumulation Share relative to the price of an Income Share. An Accumulation Share represents an increasing undivided part in the Scheme Property. The right represented by the holding of a Share is that of a beneficial interest under a trust.

A Church Trust may, subject to the terms of its governing instrument, convert Accumulation Shares into Income Shares of the corresponding value or vice versa on any Dealing Day free of charge.

The Measure allows the Trustee to subdivide the Shares at any time. Shareholders will receive notice of any proposed subdivision.

#### 4.5 Registration of Shares

---

The Register is maintained on behalf of the Trustee by the Registrar. Holdings are usually registered in the name of Shareholders (or where applicable, holdings may be registered in the name of a nominee company acting on behalf of a Shareholder). Holdings cannot be registered in the names of individual trustees. No certificates are issued and the Register is the definitive evidence of title. The Shares have no par value and entitle the holder to a proportionate interest in the Fund. Shares cannot be assigned or transferred except from one Church Trust to another. The number of Shares held will be certified on written request for audit or other purposes.

The Register may be inspected by or on behalf of Shareholders during normal business hours at the office of the Registrar. Entry in the Register is conclusive evidence of title to the Shares. The Register contains the name of each Shareholder, the number of Shares held, the type of Shares and the name and address of the correspondent for each account. In addition, the Register may contain the following particulars:

- details of the nominee company acting on behalf of a Shareholder;
- client designation;
- bank account details for the remittance of distributions and withdrawals; and
- authorised signatory(ies) and the number of signatures required.

No notice of any trust, express, implied or constructive, shall be entered in the Register in respect of any Share, and the Manager and the Trustee shall not be bound by any such notice.

The expenses of maintaining the Register are currently borne by the Manager and covered by the Annual Management Charge paid out of the Scheme Property to the Manager.

#### 4.6 Anti-Money Laundering Requirements

---

The Manager is required by law to maintain procedures to combat money laundering. In order to implement these procedures, electronic or manual identity checks will be undertaken by the Manager on certain persons named within the Application Form to satisfy itself as to the identity of Eligible Contributors. Proof of identity may sometimes be required either when buying or selling Shares from time to time, even of existing Shareholders. The Manager may freeze or return investments and/or subscription amounts until the necessary evidence of identity can be obtained. In the case where Shares are being sold, the remittance of proceeds may be delayed until proof of identity has been obtained.

#### 4.7 Fair Treatment of Shareholders

---

The Manager has established policies and procedures and made arrangements to ensure the fair treatment of Shareholders. Such arrangements include, but are not limited to, ensuring that no one or more Shareholders are given preferential treatment over any rights and obligations in relation to their investment in the Fund that would result in a disadvantage to any other Shareholder. All rights and obligations to Shareholders, including those related to subscription and redemption requests, are set out in this Scheme Information.

The Manager has established fair and transparent pricing models and valuation systems and procedures for the Scheme Property and endeavours to ensure that there are no undue costs being charged to the Fund and the Shareholders.

The Manager has also established procedures to identify, manage and monitor conflicts of interest and, where applicable, disclose those conflicts of interest to prevent them from adversely affecting the interests of the Shareholders. The Manager has established a process for recognising and dealing with complaints fairly.

#### **4.8 Changes to Authorised Signatories and Correspondents**

---

A Church Trust must immediately notify the Manager of any change in its authorised signatories or correspondent. Changes to the authorised signatories or correspondent for a Church Trust's holding of Shares must be made on a change of signatory/correspondent form or (where considered appropriate by the Manager to do so), mandate form duly completed by the Church Trust (or the nominee company acting on behalf of the Church Trust) and be authorised by the trustees/executive directors who have the authority to act on behalf of that Church Trust. Where an existing authorised signatory is removed by way of such instruction, the correspondent shall receive notification of the removal from the Manager. Where a correspondent is changed, the Manager will inform the outgoing correspondent.

### **5. Risks**

Investors should consider the following risk factors before investing in the Fund.

#### **5.1 General Investment Risks**

---

The investments of the Fund are subject to normal market fluctuations and other risks inherent in investing in shares, bonds and other market assets. These fluctuations may be more extreme in periods of market disruption and other exceptional events. The Fund may also invest in a range of non-traditional or alternative asset classes. The valuation of these assets can vary materially from those of stock and bond markets. There can be no assurance that any appreciation in value of investments will occur or that the investment objective will actually be achieved. The value of investments and the income from them will fall as well as rise and investors may not recoup the original amount they invested. Past performance is not a reliable indicator of future results.

#### **5.2 Risk Associated with Investment in Other Collective Investment Schemes**

---

The Fund may invest in one or more Collective Investment Schemes including schemes that are managed by the Manager or affiliated companies. In some cases, these Collective Investment Schemes may be unregulated. The Fund may invest in Collective Investment Schemes and other assets which may, on occasions, be illiquid. As the Fund may invest in other funds, Shareholders may incur a duplication of fees and commissions (such as management fees (including performance fees), custody and transaction fees, other administration fees and audit fees). To the extent these Collective

Investment Schemes are permitted to invest in turn in other funds, Shareholders may incur additional fees to those mentioned below.

#### **5.3 Political Risk**

---

The performance of the Fund may be affected by changes in economic and market conditions, uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and in legal, regulatory and tax requirements. The Fund may also be exposed to risks of expropriation, nationalisation and confiscation of assets and changes in legislation relating to the level of foreign ownership.

#### **5.4 Currency Risk**

---

Currency exchange rate fluctuations may impact the value of the Fund which holds currencies or assets denominated in currencies that differ from the Base Currency of the Fund. The Fund may use currency hedging techniques within the limits set by the Board, which may mitigate this risk, however there is no guarantee that this will be either wholly or partially effective.

#### **5.5 Counterparty Risk**

---

Whilst the Manager will place transactions, hold positions and deposit cash with a range of counterparties, there is a risk that a counterparty may default on its obligations or become insolvent, which may put the Fund's capital at risk.

#### **5.6 Credit Risk**

---

Where the Fund holds bonds or other debt instruments the value of the Fund will fall in the event of the default or perceived increased credit risk of an issuer. This is because the capital and income value and liquidity of the investment is likely to decrease. AAA rated government and corporate bonds have a relatively low risk of default compared to non-investment grade bonds. However, the ratings are subject to change and they may be downgraded. The lower the rating the higher the risk of default.

#### **5.7 Settlement Risk**

---

Settlement risk is the risk that a counterparty fails to deliver the terms of a contract (i.e. defaults at settlement) and of any timing differences in settlement between the two parties. The Fund bears the risk of settlement default due to exposure to the risk of default of certain counterparties. In addition, market practices in relation to the settlement of transactions and the custody of assets could provide increased risks.

## 5.8 Interest Rate Risk

---

Investment in both fixed rate and floating rate securities involves interest rate risk. Any change to the interest rate relevant for floating rate securities may result in future income either increasing or decreasing. Changes to prevailing rates or changes in expectations of future rates may also result in an increase or decrease in the market value of any fixed interest securities held.

In a negative interest rate environment, there is a risk that income derived from these types of securities will cease and could result in a reduction in their capital value.

## 5.9 Concentration Risk

---

To the extent the Fund invests in a greater amount in any one financial instrument, sector, asset class or geographical location, the performance of the Fund will depend to a greater extent on the overall condition of the financial instrument, sector, asset class or geographical location and there is increased risk to the Fund if conditions adversely affect that financial instrument, sector, asset class or geographical location.

## 5.10 Custody Risk

---

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.

## 5.11 Emerging Market Risk

---

Securities markets in emerging market countries are generally not as large as those in more developed economies and have substantially less dealing volume which can result in a lack of liquidity. Accordingly, where the Fund invests substantially in securities listed or traded in such markets, its Net Asset Value may be more volatile than a fund that invests in the securities of companies in developed countries. Substantial limitations may exist in certain countries with respect to repatriation of investment income or capital or the proceeds of sale of securities to foreign investors or by restriction on investment, all of which could adversely affect the Fund. Many emerging markets do not have well developed regulatory systems and disclosure standards. In addition, accounting, auditing and financial reporting standards, and other regulatory practices and disclosure requirements (in terms of the nature, quality and timeliness of information disclosed to investors) applicable to companies in emerging markets are often less rigorous than in developed markets. Accordingly, investment opportunities may be more difficult to properly assess. Adverse market and political conditions arising in a specific emerging market country may

spread to other countries within the region. Political risks and adverse economic circumstances (including the risk of expropriation and nationalisation) are more likely to arise in these markets, putting the value of the investment at risk. These factors may lead to temporary suspension of dealing in the Fund.

## 5.12 Operational Risk

---

The Fund, the Manager, the Trustee and other Service Providers, their delegates, and counterparties are exposed to operational risk, which is the risk of financial and non-financial impact resulting from inadequate or failed internal processes, personnel and systems errors, third party service provider errors or external events, and is present in all of its businesses. The Manager, Trustee and Service Providers seek to reduce these operational risks through controls and procedures and by implementing an operational risk framework in order to identify, assess, manage and report on the operational risks and associated controls including IT, data and outsourcing arrangements. However, operational risks are inherent in all activities and processes and exposure to such risk could disrupt the Manager's, Trustee and Service Providers' systems and operations significantly, which may result in financial loss, regulatory censure and/or reputational damage.

## 5.13 Cyber Event Risk

---

Like other business enterprises, the use of the internet and other electronic media and technology exposes the Fund, the Manager, Trustee and Service Providers and their respective operations to potential risks from cyber-security attacks or incidents (collectively, "**cyber-events**"). Cyber-events may include, for example, unauthorised access to systems, networks or devices (such as, for example, through "hacking" activity), infection from computer viruses or other malicious software code and attacks which shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. In addition to intentional cyber-events, unintentional cyber-events can occur, such as, for example, the inadvertent release of confidential information. Any cyber-event could adversely impact the Fund and its Shareholders. A cyber-event may cause the Fund, or the Manager, Trustee and/or Service Providers to lose proprietary information, suffer data corruption, lose operational capacity (such as, for example, the loss of the ability to process transactions, calculate the Net Asset Value of the Fund or allow Shareholders to transact business) and/or fail to comply with applicable privacy and other laws. Among other potentially harmful effects, cyber-events also may result in theft, unauthorised monitoring and failures in the physical infrastructure or operating systems that support the Fund and the Manager, Trustee and/or Service Providers. In addition, cyber-events affecting issuers

in which the Fund invests could cause the Fund's investments to lose value.

#### **5.14 Indirect Property Risk**

---

The Fund may invest indirectly in property which is an illiquid asset class. The Fund will achieve this indirect exposure by investing in Collective Investment Schemes which may include the COIF Charities Property Fund which invests directly in property and property related assets which are valued by an independent external property valuer and as such are open to substantial subjectivity. The performance of the COIF Charities Property Fund may be adversely affected by a downturn in the property market which could impact on the capital and or income value of the Fund.

#### **5.15 Smaller Capitalisation Companies Risk**

---

Securities of smaller capitalisation companies may, from time to time, and especially in falling markets, become illiquid and experience short-term price volatility and wide spreads between bid and offer prices. Investment in smaller capitalisation companies may involve higher risk than investment in larger companies. The securities of smaller companies may be subject to more abrupt or erratic market movements than larger, more established companies or the market average in general. These companies may have limited product lines, markets or financial resources, or they may be dependent on a limited management group. Full development of those companies takes time. In addition, many small company securities trade less frequently and in smaller volume. The securities of small companies may also be more sensitive to market changes than the securities of large companies. These factors may result in above-average fluctuations in the price of the Shares of the Fund.

#### **5.16 Suspension Risk**

---

In certain circumstances, where the Manager determines that redemption requests may not be met the rights for Shareholders to redeem Shares may be suspended, as further set out in this Scheme Information. Shareholders should note that where a suspension is implemented, they may not be able to redeem their Shares as quickly as they would like to, and that this may have an impact on the price they receive on redemption and may consequently impact the Shareholder's own liquidity.

#### **5.17 Inflation Risk**

---

The real value of returns achieved from investment in the Fund will be affected by the rate of inflation experienced over the holding period.

#### **5.18 Other Risks including Terrorism and Pandemic Risk**

---

The Fund and counterparties with which the Manager on behalf of the Fund may do business could be severely disrupted in the event of a major terrorist attack or the outbreak, continuation or expansion of war or other hostilities, or as a result of governmental or regulatory actions in anticipation of the same. Additionally, a serious pandemic, or a natural disaster, such as a hurricane or a super typhoon, or governmental or regulatory actions in anticipation or mitigation of the same, such as a lockdown, or a typhoon warning, could severely disrupt the global economy and/or the operation of the Fund and its counterparties. In the event of a serious pandemic or natural disaster, for safety and public policy reasons, relevant persons and entities involved in the operations of the Fund and its counterparties may to the extent that they are affected by such pandemic or natural disaster or by such governmental or regulatory actions, be required to temporarily shut down their offices and to prohibit their respective employees from going to work. Any such closure could severely disrupt the services provided to the Fund and materially and adversely affect its operation.

#### **5.19 Derivatives Risk**

---

To the extent the Fund uses derivatives for hedging purposes it may have derivative risk, furthermore the Fund may invest in other Collective Investment Schemes that also use derivatives for hedging as well as investment purposes.

Derivatives can be volatile and involve various degrees of risk. In particular, because many derivative instruments provide significantly more market exposure than the money paid or deposited when the transaction is entered into, a relatively small adverse market movement can not only result in the loss of the entire investment, but may also expose a portfolio to the possibility of a loss exceeding the original amount invested and in turn this may affect the value of the Fund's investment in a Collective Investment Scheme which uses derivatives for investment purposes.

#### **5.20 Tax Risk**

---

The tax information provided in the "Taxation" section is based on tax law and practice at the date of this Scheme Information. Tax legislation, the tax status of the Manager, the Fund, the taxation of Shareholders and the availability of any tax reliefs may change from time to time. Any change in the taxation legislation or practice in the UK or in any jurisdiction in which the Fund may be registered, marketed or invested could affect the tax status of the Fund and the value of the Fund's investments in the affected jurisdiction.

The availability and value of any tax reliefs to Shareholders will depend on the particular circumstances of individual Shareholders. The information in the "Taxation" section is not exhaustive and does not constitute tax or legal advice. Shareholders should seek professional advice from their tax advisors in respect of the tax consequences of an investment in the Fund.

---

### 5.21 Total Return Approach Risk

As the Fund operates on the basis of a total return approach to distributions the Fund may return capital as well as dividend and interest income, when making distributions. As a result, the capital value of the Fund may be eroded more quickly than if the Fund did not use the total return approach.

---

### 5.22 Liquidity Risk

The Fund's investments may be subject to liquidity constraints which means that securities may trade infrequently and in small volumes. Normally liquid securities may also be subject to periods of significantly lower liquidity in difficult market conditions. As a result, changes in the value of investments may be more unpredictable and in certain cases, it may be difficult to deal a security at the last market price quoted or at a value considered to be fair. Where a fund owns non-traditional or alternative asset classes, it is possible that the liquidity in these assets is more variable than for traditional stocks or bonds.

---

### 5.23 Risk Factors Not Exhaustive

The risks set out in this Scheme Information do not purport to be exhaustive and potential investors should be aware that an investment in the Fund may be exposed to risks of an exceptional nature from time to time.

---

### 5.24 Risk Management Process and Liquidity Management

The Manager employs a risk management process, including the use of appropriate stress-testing procedures, which enables it to identify, measure, manage and monitor at any time the relevant risks of the positions to which the Fund is or may be exposed and their contribution to the overall risk profile of the Fund.

The Manager maintains a liquidity management process to monitor the liquidity risk of the Fund, which includes, among other tools and methods of measurement, the use of stress tests under both normal and exceptional liquidity conditions.

The liquidity management systems and procedures allow the Manager to apply various tools and arrangements necessary to ensure that the Fund is sufficiently liquid to respond appropriately to

redemption requests. In normal circumstances, redemption requests will be processed as set out in this Scheme Information.

Other arrangements may also be used in response to redemption requests, including, in extreme cases, temporary suspension which, if activated, will restrict the redemption rights investors benefit from in normal circumstances as set out in this Scheme Information.

## 6. Investment Powers, Controls and Restrictions

---

### 6.1 Investment and Borrowing Powers

The Manager, acting on behalf of the Fund, may borrow for the purpose of meeting any payment properly to be made out of the Fund. The borrowing shall not exceed 10% of the Net Asset Value of the Scheme Property.

---

### 6.2 Breach of Investment Limits

A breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Fund if the consent of the Trustee is obtained but, in the event of a breach, the Manager must then take such steps as are necessary to restore compliance with the investment limits within a reasonable period of time. The power to invest in direct property is among the wide investment powers of the Fund. As at the date of this Scheme Information, the Fund does not hold property directly, but primarily gains exposure to property and other property related assets indirectly by investing in The CBF Church of England Property Fund.

---

### 6.3 Investment in In-House Collective Investment Schemes

The Fund may invest in other Collective Investment Schemes, Common Investment Funds and Common Deposit Funds which may be operated or managed by the Manager or an associate of the Manager.

---

### 6.4 Eligible Securities and Investment Markets

The Manager may trade on Eligible Securities and Investment Markets on recognised and designated investment exchanges as approved by the Investment Committee from time to time.

## 7. Pricing of Shares and Valuation of the Fund

### 7.1 Valuation Point

---

The Manager values the Scheme Property after the last closing price on the relevant exchange on the Business Day prior to each Dealing Day for the purpose of determining the prices at which Shares may be issued or redeemed. In addition, for valuation and reporting purposes, the Fund is also valued on the last day of each calendar month. The Manager may, subject to the agreement of the Trustee, introduce additional or alternative Valuation Points.

The Manager may, at any time during a Business Day, carry out an additional valuation of the Scheme Property for the determination of Share prices if, after consultation with the Trustee, it is considered desirable to do so.

### 7.2 Valuation of the Fund

---

The Scheme Property is valued in accordance with the requirements of the Measure and takes account of the provisions of the FCA Regulations. The value of the Fund shall be the value of its assets less the value of its liabilities. The valuation of exchange traded securities is carried out at mid-market prices at the Valuation Point. The valuation of non-exchange traded securities is determined as follows:

- shares in a Collective Investment Scheme – if the scheme is single priced then that price will be used. If the scheme is dual priced the mid-market price will be used.
- private equity holdings – the Manager will calculate the price based on valuation information provided by the private equity company.
- other assets – the Manager will value all other assets at a value which, in the opinion of the Manager, represents a fair and reasonable value based on independent inputs.

The Share price includes the value of the income of the Fund which has not been declared as a distribution or accumulated by the Fund on the Dealing Day.

The amount of income to be included is the amount of income received by the Fund up to and including the day before the Dealing Day, together with the amount of income accrued and including any UK tax credits to which the Fund is entitled. Any overseas income is treated on the same basis except that overseas tax deducted at source is only credited to the income of the Fund on receipt of claims made under double taxation treaties. All expenses paid or accrued on the same basis as the income will be deducted from the income.

### 7.3 Buying and Selling Prices

---

The buying and selling prices of the Shares are based upon the mid-market valuation of the Fund, as described above. To this valuation is added or deducted a fixed percentage of the valuation, representing the estimated transaction costs incurred in purchasing or disposing of assets. These costs are principally the difference between the bid (sell) and offer (buy) prices on the sale and purchase of assets and any associated costs.

The Manager may vary the amount of these provisions to reflect their estimate of the costs associated with any transaction. The most recent estimate of the costs and the latest Bid and Offer prices are shown on the Manager's website [www.ccla.co.uk](http://www.ccla.co.uk).

The Offer and Bid prices represent the buying and selling prices for Shareholders and also the creation and cancellation prices for the Trustee. No Shares are held by the Manager or any other party involved in the management of the Fund other than in the capacity as a custodian or trustee for an Eligible Contributor.

### 7.4 Publication of Prices

---

Month end prices for valuation purposes and weekly Bid and Offer prices are displayed on the Manager's website [www.ccla.co.uk](http://www.ccla.co.uk).

The Fund's past performance is set out at Appendix 2 and is also available on the Manager's website [www.ccla.co.uk](http://www.ccla.co.uk).

## 8. Dealing in Shares

### 8.1 Application for Shares

---

To apply for Shares, the Applicant must have an active open account. An application to open (or reactivate) an account will normally take two Business Days provided all documents required are provided along with the Application Form. Instructions cannot be accepted until the account is active.

Dealing in Shares takes place on a forward price basis. All instructions to buy and sell Shares must be received by 5.00pm on the Business Day prior to the Dealing Day if they are to be processed at the prices to be calculated on that day. Instructions received after this time will be held over to the next Dealing Day.

The Manager will execute purchases or redemptions on the instructions of the investor at the published Offer/Bid price at the relevant Valuation Point. Shares can only be created or cancelled through the Trustee on behalf of the Fund.

## 8.2 The Dealing Day

---

There is currently one Dealing Day per week, normally Tuesday, except when this is not a Business Day; then the preceding Business Day becomes the Dealing Day, unless otherwise specified on the Announcements page of the Manager's website. The Manager may, subject to the agreement of the Trustee, introduce additional or alternative Dealing Days.

## 8.3 Minimum Initial and Subsequent Investments

---

The normal minimum initial investment in the Shares is £1,000. Any additional amount may be invested thereafter. The Manager reserves the right to waive the minimum initial investment amount.

## 8.4 Buying Shares

---

Applications for the initial purchase of Shares must be made using a completed buy Shares form and appropriate payment must be made at the same time as the submission of the buy Shares form. Cheques, if used, must be drawn on an account in the name of the Applicant.

Except as specified below and in section 8.5 (Additional Investments), applications to purchase Shares can only be actioned on a particular Dealing Day if, by 5.00pm on the Business Day prior to that Dealing Day:

- a correctly completed buy Shares form has been received by the Manager; and
- the Manager is in receipt of a cheque or, if paying electronically, cleared funds. In the event of cleared funds being received after 5.00pm, the Manager reserves the right to use its discretion as to whether to process an instruction. Generally, an instruction will be processed provided it has been received as stipulated above and cleared funds have been received no later than 11.59pm.

### Applications from nominees

Where a nominee company acts on behalf of an Applicant and has submitted a signed nominee Application Form to the Manager, the Manager may, in its discretion, process an application to buy Shares which has been received by 5.00pm on the Business Day prior to that Dealing Day even where it is not in receipt of cleared funds.

Where the Manager has acted upon such an instruction, cleared funds must be received by the end of two Business Days following that Dealing Day. Should cleared funds not be received by this time, the Manager reserves the right to immediately redeem any Shares created as a result of that instruction.

The nominee company will be responsible for any losses (including costs, expenses or other liabilities) incurred by the Manager as a result of that nominee

company failing to provide cleared funds by the end of two Business Days following the relevant Dealing Day. Such losses may include (without limitation) any loss sustained by the Manager or the Fund as a consequence of a fall in the price of Shares and any costs sustained by the Manager or the Fund when redeeming such Shares.

### Provisions applicable to all applications

Bank accounts of Applicants should be held with a banking institution in the United Kingdom or European Economic Area (EEA) and payments made payable in the Base Currency of the Fund.

Applications to purchase, once made, are irrevocable. However, subject to its obligations under applicable law and regulation, the Manager has the right to reject, on reasonable grounds relating to the circumstances of the Applicant (or nominee company, where applicable), any application for Shares in whole or part, and in this event the Manager will return any money sent, or the balance of such monies, at the risk of the Applicant.

The Manager may also, at its discretion, suspend the issue of new Shares if any such new issue would prevent the orderly investment of monies by the Fund.

When monies are received early, they will be banked in a "fund intake in advance account" in the name of the Fund for investment on the next Dealing Day. Interest will not be payable on these monies.

On acceptance of an application, Shares will be issued at the relevant Offer price. A contract note will normally be dispatched by the end of the next Business Day following the Dealing Day. The contract note inter alia, will show certain information, such as the number of Shares and the issue price. Shares are issued to two decimal places.

The Manager reserves the right not to execute a transaction until the charitable status and eligibility of the Applicant has been demonstrated.

### Conditional Orders

The Manager cannot accept conditional purchase or sale instructions from investors. A conditional order is one where the instruction specifically states that a purchase or sale may only proceed at a specified price, e.g. purchase £50,000 worth of the Fund Shares if the Offer price is less than £5.

## 8.5 Additional Investments

---

Funds for additional investments may be sent via the Clearing House Automated Payment System (CHAPS), Bankers' Automated Clearing Services (Bacs) or Faster Payments Service (FPS). It should be noted that the payment must be remitted from the Shareholder's nominated bank account. Additional investments for which funds are sent electronically do not require a buy Shares form to be



completed provided the funds are made payable to the Fund and the CCLA account designation of the Shareholder is included on the reference of the payment. Failure to provide the account number as a reference may result in the transaction being delayed or payment returned.

For the avoidance of doubt, following completion of a buy Shares form for the initial purchase of Shares, subsequent purchases of Shares for settlement via cheque or a CBF Church of England Deposit Fund account will require a buy Shares form to be submitted. For further details please contact Client Services on 0800 022 3505.

## 8.6 Selling Shares

---

All instructions to sell Shares must be made using a completed sell Shares form and be received by the Manager by 5.00pm on the Business Day prior to the Dealing Day to obtain that day's price. On acceptance of a redemption, Shares will be redeemed at the relevant Bid price. A contract note detailing the transaction will normally be sent out by the close of business on the next Business Day.

Proceeds of sales will be remitted to the nominated bank account of the Shareholder or be paid direct to a CBF Church of England Deposit Fund account held in the name of the Shareholder. Proceeds relating to settlement of sales are remitted within four Business Days of the Dealing Day.

In the event funds are returned, the Manager will take steps to contact the Shareholder to re-confirm payment instructions or arrange for them to be updated as necessary. Neither the Trustee or the Manager accepts any responsibility for any delay in the repayment of funds that may arise as a result of a Shareholder's payment instructions being incorrect or not being kept up to date.

Proceeds that are transferred to a CBF Church of England Deposit Fund account are credited with effect from the settlement date.

## 8.7 Switches

---

Switches between The CBF Church of England Funds are permitted although switches involving The CBF Church of England Property Fund can only be undertaken on the monthly CBF Church of England Property Fund dealing day. Further details are available in the relevant scheme information for this fund on the Manager's website.

## 8.8 Securities Exchange

---

Quoted securities in which the Fund has power to invest may be offered to the Fund in exchange for the issue of Shares on a Dealing Day. If accepted, securities are taken in at mid-market valuation. The Manager has absolute discretion as to the securities which will be accepted. The procedure for exchange

is complex and may require some time for completion; further details are available upon request. Neither the Trustee nor the Manager accepts any responsibility for any fluctuation in asset values during the transition into Shares. It is the investor's responsibility to arrange for the transfer of acceptable securities to the Fund. Neither the Trustee nor the Manager accepts any responsibility or liability for any loss that may arise as a result of any failure or delay in the transfer of securities by an investor or an investor's investment manager.

## 8.9 Large Deals

---

Deals of any size can normally be completed without delay, and there is normally no restriction on the carrying out of transactions. For the purpose of this Scheme Information, a large deal is one of £1,000,000. The Manager may, at its discretion, elect to settle such deals by way of a transfer of securities from the assets of the Fund to the seller (in specie transfer) and may be applied at the discretion of the Manager and subject to the agreement of the Trustee.

## 8.10 Trustee's Refusal to Issue or Cancel Shares

---

The Trustee has the power to refuse to issue or cancel Shares where:

- a) the Trustee is of the opinion that it is appropriate to do so; or
- b) the Trustee considers that there may be an issue with the Manager's ability or competence to continue as the Manager of the Fund; or
- c) on receipt of instructions from the Manager to issue or cancel Shares, the Trustee is of the opinion that such action would result in a breach of law or regulation; or
- d) the Applicant may be ineligible for the Fund; or
- e) there may be potential detriment to the Fund; or
- f) it is not in the interests of Shareholders that:
  - Shares should be issued; or
  - Shares should be cancelled; or
  - Shares should be issued or cancelled in the number requested by the Manager.

In all the cases where the Trustee refuses to issue or cancel Shares the Trustee must give notice to the Manager that the Trustee refuses to issue or, as the case may be, cancel, all, or a specified number of, the Shares.

On giving such a notice the Trustee is relieved of the obligation to issue or cancel the number of Shares to which the notice relates.

## 8.11 Suspension of Dealing

---

In exceptional circumstances, the Manager may, if the Trustee agrees, or shall, if the Trustee requires, temporarily suspend the issue, cancellation, buying and selling of Shares. The Manager or the Trustee

must be of the opinion that there is good and sufficient reason to do so having regard to the interests of the Shareholders. No Shares can be bought or sold during a period of suspension.

The Manager will notify the Shareholders in writing of a suspension as soon as reasonably practicable after the suspension commences. The Manager will review the grounds for suspension every 28 days to ensure that the suspension only continues for so long as it is justified, having regard to the interests of Shareholders. Shareholders will be informed of the outcome of this review.

Once the suspension has been lifted the Manager expects Shares to be priced at the Valuation Point for the next Dealing Day.

During a period of suspension, any application for the compulsory sale of Shares will not be frozen.

If dealing in the Fund is suspended for any reason, any application to sell Shares (other than for Shares which are being compulsorily redeemed) will be frozen until such time as the suspension of dealing is lifted.

## 8.12 Execution Services

---

In accordance with the FCA Regulations, the Manager must act in the best interests of the Fund when executing decisions to deal on behalf of the Fund and must establish and implement an order execution policy to allow it to obtain the best possible result and to ensure that all sufficient steps are taken to act in the Shareholders' best interests in line with its treating customers fairly policy.

The Manager's order execution policy sets out the basis upon which the Manager will effect transactions and place orders in relation to the Fund whilst complying with its obligations in relation to execution. Details of the order execution policy are available on the Manager's website [www.ccla.co.uk](http://www.ccla.co.uk). A copy will also be made available on request.

## 9. Distributions to Shareholders

Both the capital and the income of the Fund will be available for distributions at the Manager's discretion.

### 9.1 Quarterly Distribution

---

Distributions are calculated and declared quarterly at the end of March, June, September and December.

In respect of Income Shares, the annual rate of distribution is approved by the Board in discussions with the Manager. The Income Share distribution rate is set at a level that is expected both to allow the distribution amounts to be maintained or increased over time and to preserve the real (after inflation) value of Income Shares over the long-term. Both the

capital and the income of the Fund may be used for the purpose of making distributions in respect of Income Shares. It is recognised that from time to time changing circumstances may require an amendment to the annual rate in order to increase the likelihood of maintaining the real value of Income Shares.

In respect of Accumulation Shares, the distributions consist of the total income accrued in the relevant quarter. Currently the Manager does not use the capital of the Fund for the purposes of distributions in respect of Accumulation Shares.

Distributions in respect of the preceding quarter are usually paid at the end of February, May, August and November (or if this should not be a Business Day, the prior Business Day).

Monies will be paid directly to a bank account held in the name of the Shareholder (or a nominee company acting on behalf of that Shareholder) or paid into a CBF Church of England Deposit Fund account in the name of the Shareholder.

Holders of Accumulation Shares do not receive distributions of income as explained under the section headed Income and Accumulation Shares in section 4 above.

Changes in tax law and regulations may affect the basis of calculation and payment of distributions.

### 9.2 Income Reserve Account

---

Each quarter income may be transferred to an Income Reserve Account which reduces the amount available for distribution in respect of that quarter, or income can be transferred from the Income Reserve Account to the Distribution Account, which increases the amount available for distribution. The Income Reserve Account is used to even out fluctuations in income available for distribution which may arise from time to time. The amount held in the Income Reserve Account forms part of the capital of the Fund and is included in the price of Income Shares until it is used in the payment of a distribution. The Income Reserve Account is used in respect of Income Shares only. Additionally, where there is a balance brought forward on the Income Reserve Account new holders of Income Shares are acquiring a right to a proportion of the income reserve, and those selling are giving up the right to the income reserve of the Fund.

The Fund allows for distributions of both the capital and income of the Fund (see above), but the Income Reserve Account must be fully exhausted before any capital can be paid. The exhaustion of the Income Reserve Account does not preclude it from being used again in the manner described above.

### 9.3 Equalisation

---

The first allocation of income within a distribution to which a Shareholder is entitled, following the purchase of Shares, is calculated as if the purchase had been made at the beginning of the quarter. The distribution will therefore include that part of the purchase price consisting of income from the beginning of the quarter to the date of purchase.

## 10. Reporting

### 10.1 Regular Statements

---

Shareholders will receive a valuation statement every six months, normally to the end of June and December unless instructed to the contrary. Shareholders may request a quarterly valuation statement. In addition, certificates of balance at any month end will be provided upon a Shareholder's request to the Manager.

### 10.2 Report and Accounts of the Fund

---

The Report and Accounts of the Fund are normally prepared for the half year to 30 June (unaudited) and the year to 31 December (audited).

The Manager will make available on its website, [www.ccla.co.uk](http://www.ccla.co.uk), the annual Report and Accounts for the period to 31 December (the accounting reference date) and half-yearly Report and Accounts for the period to 30 June (the interim accounting date) within six months of the end of the relevant period.

The Report and Accounts include, amongst other things, information on the Fund's risk profile and details of any changes to the Fund's liquidity management.

If a hard copy or an email of the Report and Accounts is required, please contact Client Services on 0800 022 3505.

## 11. Complaints and Compensation

### 11.1 Complaints

---

The Manager has established a complaints policy to investigate complaints received.

Any complaints regarding the operation of the Fund should be addressed in writing to the addresses shown in Appendix 1.

Shareholders who are eligible complainants (as defined in the FCA Regulations) may have the right to complain directly to the Financial Ombudsman Service (FOS) if a complaint is not dealt with to the satisfaction of the Shareholder. The address,

telephone number and website of the FOS is shown in Appendix 1.

A copy of the Manager's complaints policy is available on [www.ccla.co.uk](http://www.ccla.co.uk).

### 11.2 Compensation

---

The Manager will pay fair compensation on eligible claims arising from its negligence or error in the management and administration of the Fund. The Manager will not be liable for any loss arising where it has acted on the instructions of the Shareholder in accordance with the mandate.

If the Manager cannot meet its obligations (for example, where the Manager has stopped trading and there is insufficient assets to meet their obligations), investors in the Fund are not covered by any compensation scheme and could, in the worst case, lose their entire investment.

## 12. Charges and Expenses

### 12.1 Remuneration and Expenses of the Trustee

---

The Trustee is entitled to be reimbursed or retain out of the income or capital of the Fund, any reasonable costs or expenses incurred by it, including a due proportion of any overhead expenses of the Trustee, in administering or winding up the Fund. These include the costs of conducting the Trustee's business relating to the Fund; the attendance expenses of the Trustee's meetings; legal and other costs incurred in respect of the Fund. The certification of the Trustee as to the amount of any such costs or expenses shall be conclusive.

The expenses will include charges of the Trustee's nominees and agents. The duties of the Trustee for which reimbursement may be made, involve and include (without limitation):

- delivery of securities to the Trustee;
- custody of assets;
- collection of income;
- submission of tax returns;
- handling of tax claims;
- preparation of the Trustee's annual report; and
- such other duties as the Trustee is required or empowered by law to perform.

### 12.2 Remuneration and Expenses of the Manager

---

The Annual Management Charge is currently 0.55% (plus VAT, if applicable) per annum of the Net Asset Value of the Scheme Property. The Annual Management Charge accrues daily and is calculated by reference to the most recent Net Asset Value of the Scheme Property. The accrued Annual Management Charge is paid from the Fund monthly in arrears.

The Annual Management Charge will be paid 100% from capital. The policy of taking the Annual Management Charge from capital could lead to capital erosion. However, it should not change the overall return on the Fund, taking capital and income together.

Where applicable, to avoid double charging, rebates of charges on holdings in the other funds managed or operated by the Manager or an associate are calculated and applied to the Fund.

Any increase in the rate of the Annual Management Charge shall be subject to:

- notice of at least 90 days being given to Shareholders; and
- the prior written agreement of the Trustee.

Further information on costs and charges can be found on the Manager's website [www.ccla.co.uk](http://www.ccla.co.uk).

### 12.3 Preliminary Charge

---

No preliminary charge is currently levied. The introduction of a preliminary charge and any increase in the actual or maximum amount of a preliminary charge made by the Manager shall be subject to:

- notice of at least 90 days being given to Shareholders; and
- the prior written agreement of the Trustee.

### 12.4 Redemption Charge

---

No redemption charge is currently levied. The introduction of a redemption charge and any increase in the actual or maximum amount of a redemption charge made by the Manager shall be subject to:

- notice of at least 90 days being given to Shareholders; and
- the prior written agreement of the Trustee.

### 12.5 Inducements

---

In accordance with the FCA Regulations, the Manager when executing orders or placing orders with other entities in relation to financial instruments for execution on behalf of the Fund must not accept and retain any fees, commission or monetary benefits from a third party.

The Manager must not accept any non-monetary benefits when executing orders or placing orders with other entities for execution in relation to financial instruments on behalf of the Fund, except those which are capable of enhancing the quality of the service provided to the Fund, and which are of a scale and nature such that they could not be judged to impair the Manager's compliance with its duty to act honestly, fairly and professionally in the best interests of the Fund.

### 12.6 Research

---

Certain brokers may from time to time provide research services to the Manager which are used by the Manager in its management of the Fund. The costs and expenses for such research services will be borne by the Manager.

### 12.7 Other Expenses

---

Payments that may additionally be made out of the Scheme Property include all costs and expenses reasonably incurred in the management of the Fund including:

- a) brokers' commission (where such payment may be made in accordance with the FCA Regulations), fiscal charges and other disbursements which are:
  - necessary or properly to be incurred in effecting transactions for the Fund;
  - normally shown in contract notes, confirmation notes, and margin accounts as appropriate;
- b) interest on borrowing permitted by the Fund and charges incurred in effecting or terminating such borrowing or in negotiating or varying the terms of such borrowing;
- c) taxation and duties payable in respect of the Scheme Property or the issue of Shares, if applicable;
- d) liabilities on a unitisation, amalgamation or reconstruction arising in certain circumstances;
- e) the audit fee properly payable to the Auditor and VAT which may be chargeable thereon and any proper expenses of the Auditor;
- f) the fees of any relevant regulatory authority in a country or territory in which Shares are or may be marketed;
- g) any costs incurred through purchasing and holding of third-party funds; and
- h) such other fees or expenses as may from time to time be agreed with the Trustee and Custodian.

## 13. Conflicts of Interest

### 13.1 Conflicts of Interest Policy

---

The Manager operates a conflicts of interest policy to ensure that its clients are treated fairly. The policy seeks to avoid circumstances which the Manager considers may give rise to potential conflicts of interest and materially disadvantage its clients. It describes the controls and arrangements for preventing the Manager and its staff from:

- favouring one client over another;
- making a financial gain, or avoiding a financial loss, at the expense of the client;
- favouring a member of staff over a client;

- providing to (or receiving from) a person other than the client, an inducement in relation to a service provided to the client, in the form of a financial interest;
- market abuse and disclosing confidential information;
- giving or receiving gifts and entertainment, monetary or otherwise that would be in breach of the conflicts of interest policy;
- favouring one of the Manager's owners at the disadvantage of its clients;
- not disclosing the Manager's close association with The CBF Church of England Funds, COIF Charities Funds and the Local Authorities' Property Fund; and
- not disclosing any remaining conflicts of interest to clients before advising or transacting on their behalf.

Full details of the conflicts of interest policy are available on request and on the Manager's website [www.ccla.co.uk](http://www.ccla.co.uk).

### 13.2 Material Interests and Conflicts

---

The Manager, the Trustee, and/or the Administrator are or may be involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest in the management of the Fund. In addition, the Fund may enter into transactions at arm's length with companies in the same Group as the Manager.

The Trustee may, from time to time, act as trustee of other funds.

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

The Fund has power to invest in other funds operated or managed by the Manager or an associate of the Manager and a rebate of charges is made to ensure no double charging of the management fee. The Manager operates a client relationship management service to offer suitable support to Church Trusts. It should be noted that this service is associated with The CBF Church of England Funds and that The CBF Church of England Investment Fund owns 53.69% of the share capital of the Manager as at 31 December 2021.

## 14. Taxation

### 14.1 General

---

The Fund has charitable status and is recognised as a Charity for UK tax purposes. As a Charity, the Fund should not be subject to UK tax on gains (provided such gains are applied for Charitable Purposes) or income from investments (provided such income is

applied for Charitable Purposes). Tax suffered on investment income from UK equity dividends is not recoverable. To the extent that the Fund invests overseas, it may not be possible for the Manager to recover withholding tax suffered. As a Charity, the Fund is exempt from UK Stamp Duty.

Distributions by the Fund are made gross (i.e. without deduction of tax). Shareholders should not be liable to UK tax in respect of such distributions provided such income is applied for Charitable Purposes.

Distributions are paid and reinvested income is credited gross to Shareholders on the basis that all UK taxation has been both reclaimed and recovered. Overseas income is credited net and any overseas withholding tax is credited to income when it is recovered. No deductions in respect of tax are made with regard to income distributions or income passed to capital.

For the purposes of the US Foreign Account Tax Compliance Act (FATCA), the Fund is deemed compliant.

This is the Manager's understanding of the tax position as of the date of this Scheme Information. The tax position may change in the future. Shareholders should obtain their own tax advice in respect of their own position. Shareholders will be notified in writing with regards to any material changes in the tax position of the Fund.

## 15. Termination

### 15.1 Winding Up

---

The Trustee has the power to wind up the Fund in accordance with the Measure. Once the Trustee has executed the declaration to wind up the Fund dealings in the Fund will be suspended and all Shareholders will be deemed to have submitted a sell Shares form to sell their Shares to the Manager.

As soon as practicable after the Fund falls to be wound up, the Trustee shall realise the Scheme Property and after paying or providing for the liabilities of the Fund and the costs of the winding up, distribute the proceeds to the Shareholders pro rata to their holdings.

Any sell Shares forms already received by the Manager to sell Shares in advance of the declaration to wind up the Fund but not yet processed will be prioritised ahead of the deemed sales that have been triggered as a result of the decision to wind up the Fund. After the priority instructions to sell have been processed the Scheme Property will be distributed to the remaining Shareholders on a pro-rata basis according to the number of Shares held by them in the Fund. The Manager has discretion to make in-specie redemptions in place of payments in cash.

In the event of winding up, any amount in the Income Reserve Account is distributed at the discretion of the Trustee.

## 16. General Information

### 16.1 Data Protection

---

The Manager is a data controller in accordance with the Data Protection Legislation and will hold personal data about each Shareholder's representatives (referred to below as "**representatives**") that has been supplied to the Manager (whether by the representative, a Shareholder or otherwise) as set out in the Manager's Privacy Notice. Each Shareholder agrees to ensure that the contact details and other personal data provided for it and its representatives to the Manager remains up to date at all times.

The Shareholder acknowledges that the Fund may invest in investment schemes operated and managed by the Manager and/or by third parties (referred to below as "**investment schemes**") and that the Manager may need to pass data, including personal data regarding the representatives, to those investment schemes. The Manager will not pass on any personal data to any other third party or permit the investment schemes to pass the personal data to third parties except: (i) where, in relation to the performance of its services to the Shareholder, the Manager (or the investment scheme) sub-contracts part of the services or any support services; (ii) as agreed by the Shareholder; or (iii) where required to do so for legal or regulatory purposes as set out in the Manager's Privacy Notice.

The Manager (and the investment schemes) may keep records of all business transactions for at least seven years. Shareholders have a right to inspect copies of contract notes and entries in the Manager's books or computerised records relating to their transactions. Their representatives also have certain rights under applicable Data Protection Legislation, including the right to access copies of their personal data and change the permissions given in respect of the processing of it. The Manager will treat all Shareholders' records as confidential and so reserves the right to provide copies of the Shareholder/representative's particular record, rather than allow access to files which may contain information about other Shareholders. Requests to access the above records/personal data or to exercise any other rights under applicable Data Protection Legislation should be directed to The Data Protection Adviser at the Manager's office, Senator House, 85 Queen Victoria Street, London EC4V 4ET.

### 16.2 Telephone and Electronic Communications

---

Please note the Manager may record telephone calls for training and monitoring purposes and to confirm instructions.

### 16.3 Amending this Scheme Information

---

The Trustee and the Manager reserve the right to update or amend this Scheme Information at any time. Shareholders will receive notice of any material amendment to the terms and conditions of the Fund. All current scheme information documents for The CBF Church of England Funds are available on [www.ccla.co.uk](http://www.ccla.co.uk) or by request please contact Client Services on 0800 022 3505.

### 16.4 Professional Liability

---

The Manager holds professional indemnity insurance to cover professional liability risk.

### 16.5 Acceptance of Terms and Conditions

---

By completing the Application Form the Shareholder acknowledges and accepts the terms and conditions set out in this Scheme Information and the provisions of the Measure and agrees to be bound by them.

### 16.6 Applicable Law and Jurisdiction

---

Any agreement to invest in the Fund is governed by English law and subject to all applicable laws, regulations and rules. In the event of a conflict between such agreement and any such laws, regulations and rules, the latter shall prevail.

This Scheme Information summarises the terms on which the Fund operates. For further information as to the terms on which Shares are issued, reference should be made to the Measure.

By applying for Shares, a Shareholder acknowledges that it will be subject to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with such a Shareholder's investment in the Fund or any related material.

### 16.7 Additional Information

---

A Shareholder is entitled to request an unaudited periodic report to be provided after the end of the period to which it relates.

The Manager will make available copies of the Scheme Information, Key Information Document, factsheet and annual and half yearly Report and Accounts on its website [www.ccla.co.uk](http://www.ccla.co.uk). Alternative formats of these documents are available upon request from [clientservices@ccla.co.uk](mailto:clientservices@ccla.co.uk).

If a hard copy or an email copy of any of these documents is required, please contact Client Services on 0800 022 3505.

## Appendix 1 – Directory

### **The Board of CBF Funds Trustee Limited**

The members of the Board are:

A. Brookes (Chairman)  
C. Chan  
C. Johnson  
N. Lewis  
P. Chandler  
D. Rees  
G. Dixon

### **Trustee and Operator**

The Registered Office of the Trustee and Operator of the Fund is Senator House, 85 Queen Victoria Street, London EC4V 4ET.

### **Oversight**

The Trustee has appointed HSBC Bank plc Trustee and Depositary Services to oversee the Manager in respect of its activities related to the management and administration of the Fund and to provide semi-annual reviews of its findings to the Trustee.

### **The Manager**

The Manager of the Fund is CCLA Investment Management Limited which is a limited liability company incorporated in England and Wales and is authorised and regulated by the Financial Conduct Authority in the conduct of investment business. Registered Office at Senator House, 85 Queen Victoria Street, London EC4V 4ET.

Incorporated on 26 October 1987.

Directors of CCLA Investment Management Limited are:

R. Horlick (Chairman)\*  
C. Johnson\*  
P. Hugh Smith  
A. Robinson  
E. Sheldon  
J. Jesty\*  
A. Roughead\*  
C. West\*  
J. Hobart\*

(\* indicates a Non-Executive Director)

The Manager also manages The CBF Church of England Global Equity Income Fund, The CBF Church of England Fixed Interest Securities Fund, The CBF Church of England Property Fund, The CBF Church of England UK Equity Fund and The CBF Church of England Deposit Fund.

CCLA Investment Management Limited Client Services telephone helpline number is 0800 022 3505. Please note telephone calls may be recorded.

### **Registrar**

The Registrar of the Fund is CCLA Investment Management Limited. The Register may be inspected at the Registered Office of CCLA Investment Management Limited.

### **Custodian**

The Custodian of the Fund is HSBC Bank plc, 8 Canada Square, London E14 5HQ.

### **Administrator**

The Administrator of the Fund is HSBC Bank plc, 8 Canada Square, London E14 5HQ.

### **Auditor**

The Auditor of the Fund is Deloitte LLP, 110 Queen Street, Glasgow G1 3BX.

### **Address for Complaints**

Complaints regarding the operation of the Fund should be addressed to: The Head of Client Services, CCLA Investment Management Limited, Senator House, 85 Queen Victoria Street, London EC4V 4ET or The Company Secretary, CBF Funds Trustee Limited, Senator House, 85 Queen Victoria Street, London EC4V 4ET.

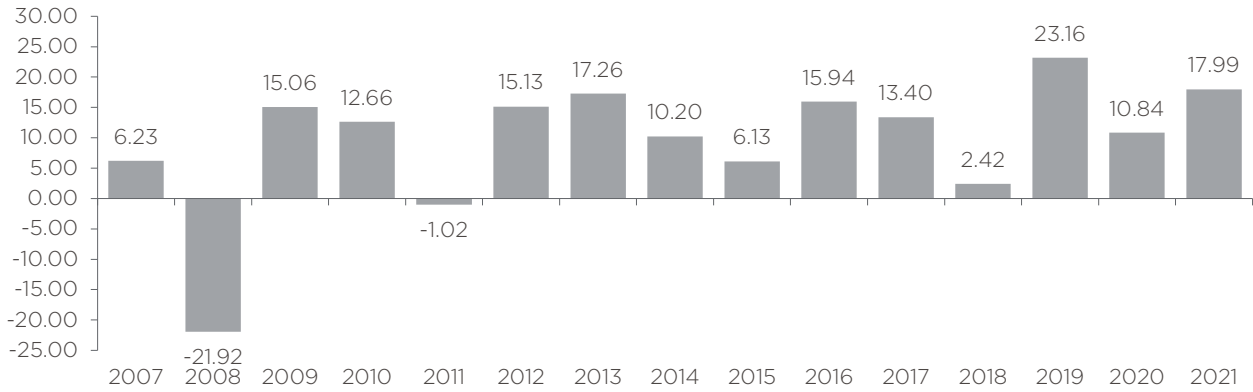
Shareholders who are eligible complainants may have the right to complain directly to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. (telephone number 0845 0801800 or by visiting [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).



## Appendix 2 – Past Performance

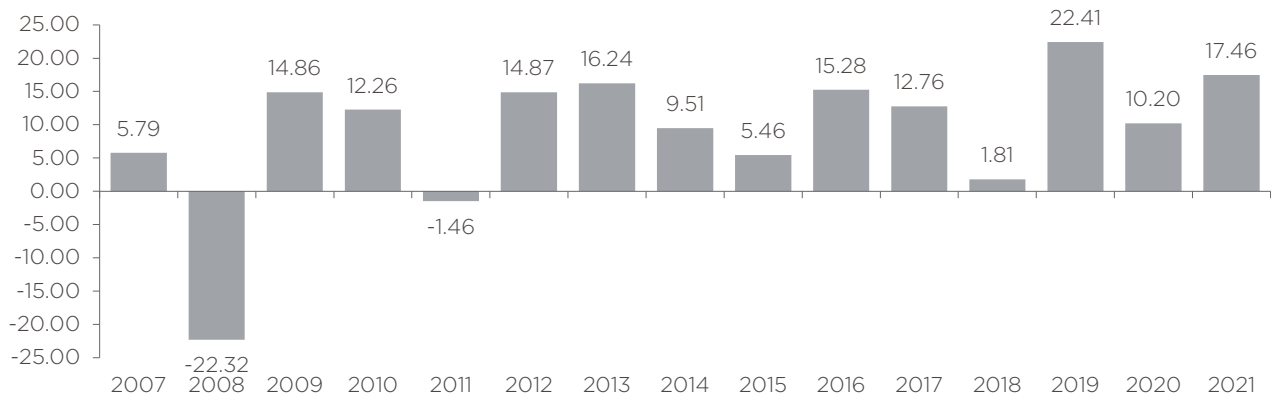
The performance below is shown both gross and net of all Fund charges and expenses. It has been calculated in the Base Currency of the Fund.

### Gross



■ CBF Church of England Investment Fund

### Net



■ CBF Church of England Investment Fund

The Fund launched in May 1958. Past performance is not a reliable indicator of future results.

## Appendix 3 – Sustainable Finance Disclosure Regulation: Pre-Contractual Disclosure

This appendix provides information about the Fund that specifically relates to information required under the Sustainable Finance Disclosure Regulation (EU) 2019/2088 (“**SFDR**”).

This information is intended to provide clear and understandable information with regard to the sustainability characteristics, considerations, objectives and/or risks of the Fund.

**SFDR Relevant Article:** The Fund can be considered to promote environmental or social characteristics, meeting the description of a product that is within scope of Article 8 of the SFDR.

### **About CCLA’s Approach to Active Ownership and Sustainability**

We believe that unsustainable businesses will be negatively impacted by prospective legislation, regulation and changing consumer preferences. For this reason, we seek to avoid companies with high unmitigated sustainability risks. However, purchasing assets that already exist on the secondary market has little positive real-world impact. Strong management of sustainability risk must be focused on driving action above simply transacting in the secondary markets. By being an active owner of our shareholdings and leading effective engagements, we are able to make a bigger impact on the sustainability performance of the companies in which we invest.

The key role that investors can play is to encourage businesses to reduce their negative impacts on the environment and society. For this reason, we place a large emphasis on using our ownership rights to drive change.

### **1. How are sustainability risks integrated into the Fund’s decision-making process, and what are the likely impacts of these sustainability risks on the returns of the Fund?**

In addition to the Manager’s (hereinafter referred to in this section as “**we**”, “**us**” or “**our**” as the context requires) policies on the integration of sustainability risks that are listed at the end of this appendix, our approach to integrating sustainability risks into our investment decision-making process is as follows.

Our experience suggests that conventional financial modelling only gives part of the answer as to what makes a good investment.

As a result, we carefully assess the environmental, social and governance (ESG) standards of all companies and assets that we consider investing in and have integrated the considerations of these sustainability risks into our investment decision making processes.

We identify and then remove companies and assets with high unmitigated ESG risks or the poorest standards of corporate governance from our investment universe and as part of this process, we identify material weaknesses in any holdings in the Fund and develop an action plan to improve them through engagement with the companies and other relevant parties. With corporate entities, we assess companies’ exposure and methods of managing sustainability risks prior to making any investment in them (equity or debt purchases).

Our assessment is based on two factors:

- We rate companies’ corporate governance standards and their wider behaviour. This includes indicators such as the quality of accounting structures, board composition or whether internationally agreed behavioural norms have been violated, such as the United Nations Global Compact ([www.unglobalcompact.org](http://www.unglobalcompact.org)). Over the short term this analysis indicates to us which companies could destroy shareholder value through, for example, poor management oversight, which is particularly important for key decisions like acquisitions, or an increased risk of litigation.
- We look at companies’ approach to sustainability and extra-financial risk and how they integrate these factors into their governance. We have created a proprietary sustainability factor matrix, where the most material sustainability risks are identified using the Global Industry Classification Standard ([www.msci.com/gics](http://www.msci.com/gics)) at sub-industry level and each investee company is assessed on the sustainability factors most relevant to their operations.

By focusing on issues such as climate change, public health, or water use, we are able to identify business models and industries whose value is, in our opinion, at risk over the medium to long term by changing consumer preferences or regulation and use this information in our investment decision-making process or to inform our engagement priorities.

Companies that display the highest levels of sustainability risks are not investable without the explicit permission of our Investment Committee. The data for this assessment comes from our independent third-party data provider and our in-house assessments.

The majority of our assets are managed directly as this allows us to implement our clients’ ethical investment policies in full. We do use a small number of investment funds managed by third parties to access specialist asset classes such as private equity and infrastructure.

Where we invest Fund capital as a limited partner, we seek to specify secure agreements to ensure that

our clients' ethical investment rules are considered in the management of the mandate.

Where this is not possible and there is no alternative route to the investment, we assess the investment fund's exposure and potential future exposure as a percentage of its net asset value, and if more than 10% of the fund is or is likely to be exposed to activities that are not in accordance with our clients' ethical investment exclusionary criteria, we will not proceed to investment.

Following an investment, we continue to monitor the investment fund's manager's approach and exposure to restricted activity. If we have concerns, we engage with the manager and, if possible, consider divesting from any fund if the 10% threshold is breached.

Our statement on the consideration of the Principal Adverse Impacts of Sustainability risks is available on our website ([www.ccla.co.uk](http://www.ccla.co.uk) – SFDR Disclosure Report).

The Board does not believe that the policies of the Fund will have a lasting or substantial adverse impact on the performance of the Fund. The Fund has limited ethical exclusions and has therefore been determined as and promoted as a responsible fund.

## **2. What are the main types of sustainability risks that are relevant to issuers invested in by the Fund?**

### **1. Environmental Risk**

Climate related risks and other environmental risks can be split into those related to the transition to a low carbon economy and to the risks posed by the physical impact of climate change.

Transition risk can arise from the impact of prospective regulation, legislation and litigation; in particular, the risk of 'stranded assets' (which can be defined as investments or assets that lose value due to market changes. This devaluation of assets is mainly related to significant and sudden changes in legislation, environmental constraints or technological innovations, which then render assets obsolete before their full depreciation.) This may directly or indirectly influence the value of investments held by the Fund.

Physical risk can be manifested as the physical effects of climate change (such as an increased regularity of extreme weather events and impacts on the availability of water) upon companies' ability to deliver strong and sustainable returns to investors. These risks can either be 'acute' when it arises from extreme weather events, or 'chronic' when it arises from progressive changes in the climate such as sea-level rise, water stress or biodiversity loss.

### **2. Social Risk**

Investments are subject to risks that arise from an issuer of a holding in the Fund experiencing a situation or event around health and safety

conditions, human rights, selling practices and product labelling, customer welfare, public governance failure or infectious diseases.

### **3. Governance Risk**

Governance practices of issuers can present a risk to the value of an investment held by the Fund, as a consequence of poor ethics, the behaviour of competition, the regulatory environment, or the management of the issuer's critical risks.

These are only examples of sustainability risk factors and sustainability risk factors do not solely determine the risk profile of an investment.

Sustainability risk can manifest itself through different existing risk types (including, but not limited to, market, liquidity, concentration, credit, asset-liability mismatches etc).

The impacts of sustainability risk are likely to develop over time and new sustainability risks may be identified as further data and information regarding sustainability factors and impacts becomes available and the regulatory environment regarding sustainable finance evolves.

## **3. What are the Environmental and Social characteristics of the Fund and how are these characteristics met? Is the Fund's comparator benchmark consistent with these sustainability risks?**

The Fund has the following environmental and social characteristics:

- The Fund is managed in accordance with the policies of the Church of England's Ethical Investment Advisory Group (EIAG).
- The Fund applies the Manager's engagement and voting policy to contribute to driving positive change in investee companies.
- The Fund implements the Manager's climate change and investment policy and follows the ESG integration approach detailed in section 1 above.
- The Fund takes a pro-active approach to proxy voting and votes routinely on all holdings in line with its sustainability policy and voting guidelines.

The Fund has regard to ethical investment considerations, both positive and negative, in selecting and retaining investments and is represented on the Church of England's EIAG. EIAG policies are available at [www.churchofengland.org](http://www.churchofengland.org). The Manager will make reasonable endeavours to ensure that decisions in respect of corporate actions are taken in the best interests of the Fund. Investments that do not qualify as permitted investments may be offered as a result of corporate actions.

The Manager is authorised to accept such investments and will dispose of them expeditiously, taking into account the best interests of the Fund.

Further information on the ethical investment policy and the corporate governance policy are available from the Manager.

The composite comparator benchmark of the Fund (and the constituents' respective weightings within the comparator benchmark), as at the date of this Scheme Information is as follows: MSCI World Index (75%), Markit iBoxx £ Gilts Index (15%), MSCI UK Monthly Property Index (5%) and Sterling Overnight Index Average (5%).

The comparator benchmark used by the Fund is not consistent with the sustainability characteristics of the Fund, as it is composed of general market indices. The methodology of each index within the comparator benchmark can be found at [www.msci.com](http://www.msci.com), [www.markit.com](http://www.markit.com) and [www.bankofengland.co.uk](http://www.bankofengland.co.uk).

#### **4. Which data sources are used and what screening criteria are applied? What are the relevant sustainability indicators used to measure the sustainability characteristics of the Fund?**

When integrating sustainability considerations in this investment approach, the Manager uses multiple data sources. The Manager additionally utilises proprietary analyses of sustainability factors, undertaken by their Sustainability Team. The quality, quantity and availability of data relating to sustainability factors have a number of challenges that vary by asset class and geographical region. As a result, some datasets include both modelled and reported data. Any indicators that utilise modelled data include some level of inherent model risk and could fail to capture potential changes in the sustainability performance of some issuers.

Remaining companies who after persistent engagement, fail the Manager's controversy process on non-conformance with the UN Global Compact are also excluded. In order to provide the opportunity for companies to provide a remedy, and to develop policies and processes to prevent a re-occurrence of the incident, the controversies process allows a three-year engagement window with the company. It is only at the completion of this engagement period that a company may be deemed to have failed the process.

The Fund will not purchase any sovereign debt from countries agreed by the Manager as being amongst the world's most oppressive.

The Manager will, on a best endeavours basis, seek to verify whether the investments of another investment fund are in compliance with the Fund's ethical investment policy prior to placing an investment.

This policy also applies to bonds issued by these companies.

#### **5. Report and Policies**

The Manager's SFDR entity level disclosure report and policies on the integration of sustainability risks into its investment decision-making process are as follows and can be viewed at [www.ccla.co.uk](http://www.ccla.co.uk) or supplied upon request:

- SDFR Disclosure Report
- Climate Change and Investment Policy
- Engagement Policy
- CCLA Voting Guidelines
- Environmental Policy
- Cluster Munitions and Landmines Policy



**CCLA Investment Management Limited**

Senator House  
85 Queen Victoria Street  
London EC4V 4ET

Freephone 0800 022 3505  
clientservices@ccla.co.uk

**[www.ccla.co.uk](http://www.ccla.co.uk)**

CCLA Investment Management Limited  
(registered in England & Wales No. 2183088) is  
authorised and regulated by the Financial Conduct  
Authority.

**CCLA**

BECAUSE GOOD IS BETTER