

Triodos Bank.  
These are our Terms  
and Conditions for the  
Triodos Microfinance Fund.



# Table of Contents

Page

---

1.	Introduction	5
2.	Meaning of words	5

## Part 1: General Terms and Conditions

3.	Changes to these Terms	7
4.	Security	7
5.	Liability	8
6.	Client categorisation	9
7.	Investor Compensation Scheme	9
8.	Regulatory Information	9
9.	Complaints	9
10.	Governing Law	10

## Part 2: Triodos Microfinance fund terms and conditions

11.	Applying to invest	11
12.	Internet Banking	12
13.	Giving us instructions	12
14.	Making investments	13
15.	Investment of subscriptions	14
16.	Changing your mind	15
17.	Charges	16
18.	Frequency of the Net Asset Value calculation	16
19.	Switching or converting investments	16
20.	Statements and Contract Notes	16
21.	Selling your investment	17
22.	Closing your Account	17
23.	Custody	17
24.	Reporting and shareholder communications	18
25.	Tax	18



# 1. Introduction

- 1.1 These Terms and Conditions apply to your Triodos Microfinance Fund Investment account, including joint account(s) (where permissible), with Triodos Bank UK Ltd. The fund being offered is the Triodos Microfinance fund. These Terms and Conditions form part of the Agreement between you and us. These Terms and Conditions explain our obligations to you and your obligations to us. They are in addition to any other conditions that are implied or included by law such as your statutory rights as a consumer, even if they don't appear in these Terms and Conditions.
- 1.2 Please read these terms before you invest and if there is anything that you do not understand please contact us because these are the terms on which we will rely. Other terms may apply to the other services we provide.
- 1.3 You should read these Terms and Conditions carefully and keep a copy for future reference. We can provide you with additional or up to date copies of these Terms and Conditions (and any other documents which form part of the Agreement between you and us) if you request this. You should read these Terms and Conditions in conjunction with the prospectus. Copies of the SICAV II Prospectus can be found on our website, or please contact us for a hard copy.
- 1.4 We will not provide, and you should not expect, personal financial advice about tax, legal currency and other economic considerations related to this investment, including the suitability of an account or the investments you hold within it.
- 1.5 All investments can go down in value as well as up and we are not responsible for any losses you incur or any tax liabilities which arise as a result of your dealings with us.

- 1.6 While the investments made by this fund are denominated in US dollars, euro and other foreign currencies, they are hedged back to the fund's base currency, the euro, where possible. As the UK Share Classes are offered in sterling, these have been hedged against the euro to try to reduce the extent to which currency fluctuations between sterling and the euro affect the returns for the UK Share Classes versus those of the euro Share Classes, although this has not been removed entirely.
- 1.7 We may appoint any person (whether connected to Triodos Bank or not) to advise on or perform any of our functions or responsibilities under these Terms. This contract may be assigned in whole or in part, but only if this does not offer you a poorer service and if your rights are not prejudiced by the assignment.
- 1.8 If you cannot find the information you are looking for on our website, day to day enquiries and communications may be made by telephone on 0330 355 0355. Or you can email your question to [contact@triodos.co.uk](mailto:contact@triodos.co.uk).
- 1.9 Telephone calls to and from us may be recorded and monitored for training and may be used as evidence, if there is a disagreement.

## 2. Meaning of words

In these Terms and Conditions, a number of words and phrases have a special meaning, which is explained here:

- **You and your** refer to each person who is named as the Account holder. If there is more than one of you then it refers to both of you individually and jointly. We explain more about what this means for joint Account holders in section 11.3

- **We, us and our** means Triodos Bank UK Ltd incorporated under the laws of England and Wales
- **Account** means your account(s) held with us
- **Business Day** is any day on which banks are open for business in Luxembourg, and the UK i.e. any day other than Saturdays, Sundays or other public holidays
- **Calendar Day** means any day of the week from Monday to Sunday
- **Complex Investments** are investments that require greater experience and knowledge to understand and may not be suitable for all investors. Examples of Complex Investments include; shares in Collective Investment Schemes that are not FCA recognised such as the Triodos Microfinance fund and nonreadily realisable investments such as Depository Receipts
- **Contract Note** is the written confirmation of the results of your instruction once carried out
- **Dealing Cut-off** means the time by which cleared funds need to be available in the Triodos client bank account in order to place a deal or trade instruction that day
- **Dealing Day/Date** is the day on which the deal or trade is placed
- **Minimum Fund Balance** is the minimum value to be held in the Sub-fund
- **Minimum Initial Investment** is the amount of the first investment required in the Triodos Microfinance Fund
- **Net Asset Value** is the value per share of all of the assets owned by the fund minus any liabilities, such as fees to investment managers
- **Nominee Company** is a company whose sole task is to hold investments on behalf of the actual or beneficial owner
- **Non mainstream pooled investments** are defined by the FCA as investments which encompass at least one of five broad themes. One of which is unregulated collective investment schemes. The Microfinance fund falls under this classification
- **Security Details** means any digipass, username and passwords relating to your Account
- **Sub-funds** are the individual investment funds that together form a whole collective investment scheme
- **Share Class** is a further level of distinction of share type available within the Sub-fund
- **SICAV** stands for a Société d'Investissement à Capital Variable; A SICAV is a type of open-ended investment fund in which the amount of capital in the fund varies according to the number of investors. Shares in the fund are bought and sold based on the fund's current net asset value
- **Terms and Conditions** means the Triodos Microfinance Fund Terms and Conditions, and the application form
- **Top Up** means a lump sum investment made after an initial investment has been made in a fund
- **Triodos Nominees** means Triodos Nominees Limited, a Nominee Company incorporated and registered in England and Wales with company number 06059752 whose registered address is Triodos Bank, Deanery Road, Bristol, BS15AS
- **UK resident** means a resident of the United Kingdom as defined by the UK government, see their website for more details <https://www.gov.uk/tax-foreignincome/residence>
- **Valuation Day** is the Business Day on which the Net Asset Value of a Sub-fund

is calculated, as specified in the fund Prospectus; for the Microfinance Fund this is the last Business Day of each month

- **Website** means our internet presence at [www.triodos.co.uk](http://www.triodos.co.uk)

## Part 1: General Terms and Conditions

---

### 3. Changes to these Terms

From time to time, we may change our Agreement with you, including these Terms and Conditions and our charges for providing this service.

We may make changes to these Terms and Conditions and/or our charges. Our reasons include, but are not limited to, the following:

- If the change is to your advantage. This includes changes which clarify or simplify these Terms and Conditions or which make them fairer in any other way
- To improve or update a product or service we provide to you
- To remove a product or service (for example where it is not being used)
- To reflect changes in our systems or processes
- To reflect changes in applicable laws or regulations
- To change the charges applicable to your Account or introduce new charges to reasonably reflect an increase in our costs (brought about, for example, by an increase in our costs or a change in law or regulation).

If we make any changes to these Terms and Conditions that are not to your advantage we will tell you 30 days before we make the change.

If we tell you in advance about a change and we do not hear from you, you will be treated as accepting the change. If you do

not want to accept any change we tell you about, you can end your Agreement with us and close your Account by selling your holding as outlined in section 21, before the date that we have told you the change will happen. We do not charge to sell shares.

If we make any changes to these Terms and Conditions that do not disadvantage you, we may make them immediately and tell you about them within 30 Calendar Days of having done so.

We will tell you about any changes by post, email or secure message using the most recent contact details you provided to us.

## 4. Security

It is important that you keep all information relating to your Account safe and secure. This is essential to help prevent fraud and protect your Account.

Online banking can be safe and convenient as long as you take a number of simple precautions, including (but not limited to) the following:

- Keep your computer secure. Make sure that you maintain up-to-date anti-virus and spyware software on your computer and use a personal firewall. If you use a public computer (for example, in an internet café), you should ensure you do not leave any personal details stored on that computer after you have finished using it
- Keep your Security Details secret. This includes (but is not limited to) taking the following precautions:
  1. Memorise and destroy any Security Details we send to you immediately after you receive them
  2. Never write your Security Details down in a way that might be understood by someone else or recording them on

any item or in any place that might be accessed by someone else

3. Never give your Security Details to any other person
4. Take reasonable care to ensure that no-one sees your Security Details when you use them.

- Be very wary of emails or calls asking you to reveal any personal security details. If you provide your Security Details to anyone you may be responsible for the losses on your Account
- Always access our internet banking site via the triodos.co.uk site or by typing the address into your web browser. We will never send you an email with a link through to our internet banking site
- Follow any further security advice we may offer from time to time on our Website
- Visit [www.banksafeonline.org.uk](http://www.banksafeonline.org.uk) for more useful information.

Please remember that online communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any emails you send to us which are accessed by a third party and/or corrupted before they reach us.

If you contact us by phone we will ask you a variety of security questions, including your full security word, to identify you on the phone.

We will never ask for your Security Details by email, letter or SMS and you should never provide this information in any circumstances.

If you lose your Security Details, think they are stolen or think someone else knows your Security Details, you must contact our Customer Support Team immediately on 0330 355 0355 (if calling from the UK) or +44 (0)1179 739 339 (if calling from abroad).

Once you have contacted us,

- We will immediately block your Account and/or Security Details for any future use and issue you with new Security Details
- You must provide us with any information you have about the loss or theft and report it to the police if we require it. We may also give the police or any prosecuting authority information we believe may help in recovery of funds or prevention of further losses.

## 5. Liability

Nothing in these Terms and Conditions excludes or limits our liability under the Financial Services and Markets Act 2000 or any rules or requirements of the Financial Conduct Authority. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer as a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen (or we ought to have known it might happen), including for example if you discussed it with us during the process.

If we do not carry out any request, or delay doing so, or we do not carry out your request correctly, we will be liable for any direct material loss you suffer as a result of our failure, late action or mistake, with the following exceptions:

- We will not be responsible to you for any loss you may suffer if we or any of our agents or correspondents are prevented from or delayed in providing you with your product due to compliance with laws preventing money laundering, sanctions, fraud, terrorist financing, strikes, industrial action, failure of equipment or

supplies, or other instances beyond our reasonable control.

We will not be responsible for any direct or indirect loss caused by:

- Your failure to keep your password, user name, telephone security word or other confidential information relevant to your product secure
- Your failure to take all reasonable precautions to prevent unauthorised or fraudulent use of your password, user name, telephone security word or other confidential information relevant to your product
- Your failure to comply with the security obligations set out in these terms and conditions and the security recommendations on our website
- Our disclosure of your personal details to governmental authorities.

By opening a Triodos Microfinance fund account you remain the beneficial owner of the investments and agree that you will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the investments and cash held in the Account. We have no lien (legal claim) over the investments and we will not deposit, pledge or charge your investment for any loan.

## 6. Client categorisation

We categorise all Triodos Microfinance fund customers as Retail Clients. This means that we will make no assumptions as to your expertise and knowledge and comprehensive information will be provided in a fair, clear and not misleading manner.

## 7. Investor Compensation Scheme

The Dutch Investor Compensation Scheme does not apply to investments directly distributed by Triodos Bank UK Ltd., including the Triodos Microfinance fund.

The UK's Financial Services Compensation scheme (FSCS) does not apply to the Triodos Microfinance fund. For more information please see: <https://www.fscs.org.uk/what-we-cover/investments/>

## 8. Regulatory Information

Triodos Bank UK Ltd. Registered Office: Deanery Road, Bristol, BS1 5AS. Registered in England and Wales No. 11379025. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 817008.

## 9. Complaints

Even though we aim to give you the best possible service and information, there may still be occasions when you wish to complain. If you have a complaint about a product or service that we offer we would welcome the opportunity to investigate what has happened and put it right where we can. We would like to hear from you:

- By phone: 0330 355 0355
- By email: [contact@triodos.co.uk](mailto:contact@triodos.co.uk)
- By secure message: when you are logged into your internet banking
- In writing to: Triodos Bank, Deanery Road, Bristol, BS1 5AS.

You can review our complaints procedure on our Website: <https://www.triodos.co.uk/complaints>

If you are unhappy with our response, or we have not sent you a final response within eight weeks of the original complaint, you have the right to take your complaint to the Financial Ombudsman Service.

If you would like the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued. You can find out more about the role of the Financial Ombudsman Service by contacting us and requesting a copy of the leaflet, or you can contact the Financial Ombudsman Service directly:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone number: 0800 023 4 567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If you purchased your product online you may also be able to submit your complaint through the European Commission's Online Dispute Resolution Portal rather than contacting the Financial Ombudsman Service. You can find out more about the portal and submitting your complaint by visiting <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>. The European Commission may forward your complaint to the Financial Ombudsman Service.

## 10. Governing Law

This agreement shall be governed and construed in accordance with the laws of England and Wales and both parties agree

to submit to the jurisdiction of the English Courts. We will communicate with each other in English. These terms are based on our understanding of current legislation and the practices of HM Revenue & Customs (HMRC) and HM Treasury as at the date the terms were written.

Triodos SICAV II, including its Sub-funds, is supervised by the Luxembourg regulator, the Commission de Surveillance due Secteur Financier (CSSF). The laws of the Grand Duchy of Luxembourg will apply to the establishment of relations between you and Triodos SICAV II and that the establishment of such relations will be in English. The courts of the Grand Duchy of Luxembourg have jurisdiction in respect of any claim arising between you and Triodos SICAV II.

## Part 2: Triodos Microfinance fund terms and conditions

---

### 11. Applying to invest

#### 11.1 Eligibility criteria

If you are applying for a Triodos Microfinance fund Account you must:

- Be aged 18 or over
- Be a resident in the UK or have a British Forces Post Office Address.

Before you can apply for the Triodos Microfinance fund, you must first complete an Appropriateness Assessment. The Triodos Microfinance fund is classified as a 'complex investment' as it is a 'non-mainstream pooled investment' and we want to ensure that it is an appropriate investment for you. This assessment is to check your knowledge and experience and whether you understand the Terms and risks of investing in the Triodos Microfinance fund. We define 'complex investments' and 'Non-mainstream pooled investments' in Meaning of words – section 2.

If, based on your responses to the questions in this assessment we deem that the Triodos Microfinance fund is not an appropriate investment for you, we will let you know and you will not be able to continue with your application. If we deem that the Triodos Microfinance fund is an appropriate investment, we will provide you with an application pack. Please note, that assessing the appropriateness of the Triodos Microfinance fund for you is not the same as providing financial

advice. If you are unsure in any way whether the Triodos Microfinance fund is a suitable investment for you, you should seek independent financial advice. If you don't have a financial adviser, you can get details of local financial advisers by visiting [www.unbiased.co.uk](http://www.unbiased.co.uk)

Because of the complex nature of the Triodos Microfinance fund, you must complete an Appropriateness Assessment each time you wish to apply.

## 11.2 Proof of your identity and address

When you open an account with us, we need to obtain sufficient proof of your identity and address to enable us to satisfy our legal obligations and protect you, the public and Triodos Bank against fraud and misuse of the banking system. We are also required to establish that the source of funds and source of wealth is legitimate.

In some instances we may need to ask you to send in further information or documents. From time to time we may also need to update the proof of identity and address we hold for you or make any other enquiries as are necessary at any time in pursuing our legal and regulatory obligations.

Until we have sufficient evidence to verify your identity and address, certain services will not be available to you. These include the processing of your instructions and/or payments due to you. If you are unable to provide sufficient evidence within the deadline we give you, we will return any deposits you have made to the bank or other financial institution from which they originated as required by law.

We may refuse your application or other instructions. If we do this we may not provide you with a reason. This could be, but is not limited to, you providing incomplete or untruthful information,

your failure to observe these terms, a disagreement or dispute with us or a regulatory or legal requirement.

## 11.3 Joint accounts

A Triodos Microfinance Fund Account may be held by two joint account holders. As joint Account holders these terms apply to you both individually and jointly.

The initial application and any consequent instructions must be made by both parties by way of completion of the appropriate account holder sections of the applicable form or including both account holder details in the letter of instruction. The form or letter of instruction must be validated by being signed by both applicants/ account holders.

In the event of the death of either of you, subject to any rights we or a third party may have, any shares in the Account will be at the disposal of the survivor.

We may make information about a joint account available to any other joint account holder by telephone, letter or electronically.

## 11.4 Third party mandate

You can authorise another person to give instructions on your Account. If you wish to do so, we will ask you to fill in a separate mandate. Any additional signatories will also have to satisfy our requirements to verify their identity and address before this authority is granted.

## 12. Internet Banking

Once your application has been processed and you have provided us with your email address, you will be set up with internet banking. If we hold an email address which

has been provided by you prior to this new application internet banking will be set up automatically.

In relation to the products outlined in these Terms and Conditions the internet banking access is limited to a non-transactional service:

- Once logged in you will be able to see the details of the investments you own, their current share price and the corresponding portfolio's worth
- You will not be able to give instructions to buy, switch or sell shares through internet banking. This must be done by the methods as outlined in section 13.2 below
- Internet banking does have a facility to make changes to such contact details as your address, telephone number(s) and email address. Please ensure that these details are kept up to date so that we can communicate with you correctly and therefore securely
- Changes to joint accounts need to be made by each account holder using their own log in details
- You will also be able to choose or change your mailing preferences for the information that we may send you about Triodos Bank and its services
- Any amendments to the functionality listed above will be notified to you within your secure internet banking session.

## 13. Giving us instructions

- 13.1 Instructions for the operation of your Account must be made to us in writing and include your Account number and your signature (or both signatures if required for a joint Account). This includes changes of address, alterations to Nominated Account instructions, etc. If you provided

us with your email address and therefore have access to internet banking, you will be able to make changes to your address, telephone numbers and email address through that.

Please send written instructions to:

Freepost RTAB-JGZR-BUHK  
Triodos Bank  
T. Bailey Asset Management Ltd  
64-66 St James's Street  
Nottingham NG1 6FJ

- 13.2 Certain instructions can only be made in writing and/or may need to be accompanied by a relevant form. These are:

- Setting up a Triodos Microfinance Fund Account
- Lump sum investments, including Top Ups
- Selling Triodos Microfinance Fund shares
- Switching between Triodos Microfinance Fund Share Classes.

## 14. Making investments

- 14.1 Shares may be purchased in the Triodos Microfinance Fund on offer by way of lump sum investments. There is a Minimum Initial Investment amount, for further investments a minimum Top Up amount and, while investments are held in it, a Minimum Fund Balance that must be maintained.

The minimum levels that currently apply for the UK distribution can be found in the Prospectus and on our Website.

We reserve the right to vary these limits where such changes are necessary to respond proportionally to changes in regulations, commercial decisions or market conditions.

14.2 The investments will be applied in accordance with your instructions captured initially on the Triodos Microfinance Fund application form and subsequently on the additional share purchase Top Up forms.

After your initial instruction that accompanies your application, you will not be able to make further investments until your identity and address verification, has been satisfactorily completed.

14.3 Payment or subscriptions for the investment funds purchase may be made by:

- **Cheque**

The cheque should be made payable to Triodos Bank Client Money – not to yourself. It must be from a personal, sterling account held in your name(s). Shares will only be purchased once we have confirmation from your cheque account provider that they will pay us its value i.e. that the cheque has cleared. This could take up to three Business Days from our receipt of the cheque. If we do not receive confirmation from your cheque account provider that there is sufficient money in your account to pay us the cheque's value i.e. the cheque is not cleared, then the share purchase process will stop, the cheque will be returned to you and we will wait for alternative payment and/or instruction from you. Post dated cheques are not acceptable and will be returned on receipt.

- **Electronic Bank Transfer** – from a non-Triodos account.

It must be a sterling account in your name with either another UK bank or building society.

Your transfer must be made as soon as possible as your money must be with us within 10 Business Days of your application being received.

Subscriptions for the purchase of shares should be transferred to:

Triodos Bank Transactional Client Money  
Sort Code: 60-00-04  
Account number: 10019561  
Please put your name as the payment reference.

- **Transfer from an existing Triodos account**

You may instruct us to transfer money from an existing Triodos Bank UK Ltd. account. It must be an account held in your name. If it is a joint account that requires both account holders to authorise instructions then we will need permission from the other account holder by way of a signature (on the application or Top Up form) to make that transfer.

If your existing Triodos account has a notice period, it will be waived and no early access charge applied as long as the transfer is for no more than the faster payment limit applicable to your account. For details of Faster Payment limits, as well as payment cut-off times and when funds will be available, please refer to the 'Making and receiving payments' information on our website or call us for details. Any transfer requested above this limit will need to be sent as a CHAPS transfer and a charge may apply, please refer to our Personal banking tariff for current and savings accounts for our charges for this service.

#### 14.4 Client money

Client money will be held in a client bank account. Client bank accounts are designated as trust accounts and are segregated from our own funds in accordance with our regulators client money rules and guidance. They may include the balances of other clients.

We will ensure that any third party bank

who we arrange to hold client money with is selected and appointed by us specifically for this purpose, and we will exercise due skill and diligence in the selection and monitoring of such third parties. The banks we use are independent of Triodos Bank and we do not accept liability for any default or failure. In the event that a default by a bank occurs clients may have to bear that shortfall in the general client bank accounts on a pro-rata basis based on the cash balance held. Where the money is held in a designated bank account the client will have a claim against a specific sum within that account.

You will not receive any interest on money that we hold for you while any application is pending or while we await any outstanding documentation necessary to activate your Triodos Microfinance Fund Account. We will retain any interest paid in respect of the client bank account and you consent to this by agreeing these Terms.

We reserve the right to return money, whether received by cheque or bank transfer, to the source it originated, subject to normal banking clearance times.

## 15. Investment of subscriptions

15.1 The Triodos Microfinance Fund is a semi open-end investment fund and is in principle prepared to accept applications for subscription of shares. Shares of the Triodos Microfinance fund may be subscribed to once per month. However, under specific circumstances, the issue and sale of shares of the Sub-fund can be (temporarily) limited or suspended, at the discretion of the Board of Directors of the Company. For the determination of the policy with regard to the subscription of shares, the Sub-funds will take into account the interests of the relevant Sub-

fund and its shareholders.

Your application and cleared funds need to be with us by the Dealing Cut-off, one Business Day before the Valuation Date. The Dealing Cut-Off is 12:00 London time, and the Valuation Date is the last working day of the month.

The shares will be issued at a price based on the Net Asset Value per share of the relevant Share Class calculated on the Valuation Date. Any applications received after the applicable deadline, or without cleared funds, will be processed on the following Valuation Date.

The Board of Directors in the Triodos SICAV II may determine to call an additional Valuation Date, in which case you will be notified if you have submitted subscription instructions for the next normal Valuation Date and you will be offered the option of having your subscription processed on the additional Valuation Date.

The Board of Directors, at its discretion, may accept subscriptions of amounts different to those described in these Terms and Conditions, or establish different holdings in the future, for all mentioned Share Classes.

### 15.2 Income

When you make an instruction to us to buy shares, you need to decide what you would like to happen with any income that may be generated. Within each fund type you may choose from the following Share Classes:

- Distribution (sometimes called Income) shares – where the dividend income is realised as cash and paid out to you or
- Capitalisation (sometimes called Accumulation) shares – where the dividend income remains in the shares, adding to the shares' value.

You may choose all of one type of Share Class or a combination of both, subject to the minimum investment amount.

Income is paid out or capitalised annually, after approval from the fund Board of Directors at the Annual General Meeting held in April each year. The money will be transferred to your Nominated Account and a tax voucher will be sent shortly afterwards as confirmation. Income is variable and not guaranteed.

### 15.3 Nominated Account

For security reasons we require you to nominate an account to receive the income from any distribution shares in your portfolio and for us to transfer the proceeds from any shares that you instruct us to sell in isolation or when you close your account.

The account must be a sterling account in your name with either another UK bank/building society or an existing Triodos Bank UK Ltd. account. If for a joint account, the Nominated Account may be one held in either or both of your names.

This account will be referred to as your Nominated Account and will be used for every transfer of money from us to you. If you wish to change your Nominated Account, please write to us to let us know the details of the new account.

## 16. Changing your mind

Once you have placed a valid instruction to purchase, redeem or switch your holding in the Triodos Microfinance fund, you have no right to cancel this. This is because the Triodos Microfinance fund values on a monthly basis and the assets within the fund are relatively illiquid and there is no guarantee there will be sufficient liquidity to meet demand.

## 17. Charges

17.1 The charges made in respect of the investment fund are as follows:

- **Initial or Entry Charge** – a one-off fee charged when you make any investment. It is expressed as a percentage of the investment and is deducted from the investment subscription before the shares are bought. The level charged may change during offer periods or sales
- **Annual Management Charge** – a fee charged to cover service and administration of the fund. It is expressed as a percentage of the investment and is factored into the share price.

The levels currently being charged can be found on our Website or by contacting us by telephone or email using the contact details in section 1.8.

- **Redemption Cost** – Redemption Costs of up to 0.5% can be applied by Triodos Investment Management to those redeeming their shares in the fund. This charge will only be applied when the fund is faced with net outflows and Triodos Investment Management are forced to sell relatively illiquid assets at a cost. This cost will be passed on to those redeeming their investment to protect the remaining investors in the fund.

17.2 If we change or introduce a new charge that affects your existing account we will tell you at least 30 Calendar Days before the changes take effect.

17.3 We use the services of T Bailey Asset Management to administer the funds and process dividends on our behalf, we make remuneration payments to them which are calculated based on the costs of providing these services. These payments are not related to and do not impact the value of your investment.

## 18. Frequency of the Net Asset Value calculation

The Net Asset Value per share will be determined monthly as of the Valuation Date and will be calculated at the latest five business days after the relevant Valuation Date.

For the valuation method used, please refer to the general valuation method as mentioned in the main body of the Prospectus (“Valuation of the Net Asset Value”).

## 19. Switching or converting investments

You may switch your investments from one Share Class to another. To instruct us to do this you must send us a letter, to the address outlined in section 13. The letter must include your name(s), address, account number and details of the shares you wish to switch.

We will then sell the shares in the Share Class that you wish to switch from and reinvest the proceeds in the Share Class you wish to switch to. The switch will be based on the share price on the next Valuation Day after receipt of your instruction, which must be received 45 Business Days prior to that day. The switching from one Share Class to the other happens simultaneously. A Contract Note will be issued to confirm the transaction details.

## 20. Statements and Contract Notes

20.1 Statements for all Accounts are issued periodically. They will detail all transactions that have taken place during the preceding period as well as the

performance of your specific investments. You can also contact us and request a duplicate or an up to date statement for your Account at any time.

You will be sent a Contract Note when you instruct us to place a deal. If any details are wrong, or if you receive notice of a deal you do not recognise, you must contact us immediately.

20.2 We recommend that you carefully check your Account history regularly. If any entry appears to be wrong, you should tell us as soon as possible.

## 21. Selling your investment

Instructions for the sale of your shares must be made in writing to the address outlined in section 13.

The letter must include your name, address, account number and details of the shares you wish to sell. If it is a joint account it must be signed by both parties.

The Triodos Microfinance Fund is semi open-end, i.e. shares may be redeemed in principle once a month. However, Triodos SICAV II is entitled to suspend the execution of the redemption applications received, in accordance with sections “Redemption of Shares” and “Net Asset Value” in the main body of the Prospectus.

Shares will be redeemed at a price based on the Net Asset Value per share calculated on the Valuation Date.

Applications for redemptions, in order to be processed on the Valuation Date, must be received by us by 12:00 London time, 15 Business Days before the relevant Valuation Date. Applications for redemption of shares will be processed in order of receipt. Any applications received

after the applicable deadline will be processed on the following Valuation Date.

The settlement will be transferred to your Nominated Account within seven Business Days of the Dealing Day of the sale. A Contract Note will be issued confirming the transaction's details.

If your instruction would result in the balance of the fund being taken below the Minimum Fund Balance, we will not carry out that instruction.

## 22. Closing your Account

22.1 You may apply in writing to close your Account at any time. The letter must be signed and include your name, address and account number. If it is a joint Account it must be signed by both parties.

22.2 We may close your Account if you fail to operate your Account according to agreed Terms and Conditions. If we close your Account, we will write to you and, unless there are exceptional circumstances we will give you 30 Calendar Days' notice of our intention to close your Account. We will sell any remaining shares that you own and transfer the proceeds to your Nominated Account.

We reserve the right to close Accounts without notice where our identification and address verification requirements have not been met or where no deposit at all has been made within 10 Business Days of the Account opening.

## 23. Custody

Detailed records of all your investments held in the Triodos Microfinance Fund will be kept at all times. Investments purchased by us on your behalf, or transferred to us will be held in the name

or to the order of Triodos Nominees, you will at all times remain the beneficial owner. Certificates (where appropriate) will be held in our safe. We may be required to give details (including your email address) and details of your shareholding to the Registrars or other third parties connected to this service.

We will not lend investments to third parties, and we will not borrow money against your investments. Triodos Bank UK Ltd. is a company which provides products and services including the holding of investments on behalf of our clients.

Triodos Nominees is a non-trading company set up to hold investments on behalf of our clients. Triodos Bank UK Ltd. is responsible and liable for Triodos Nominees.

Your investments will be registered in the same name as those of other clients (pooled together with other client investments). This means that investments will not necessarily be immediately identifiable by way of separate certificates. If we, or the third party, were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients.

If we identify a discrepancy between our records and those of a third party which indicates a shortfall in your investments we will try to rectify that discrepancy promptly. If we are unable to rectify that discrepancy promptly, we will segregate an equivalent amount of our own money as client money in order to rectify the shortfall until the discrepancy is corrected. If Triodos Bank UK Ltd. were to fail, then you would be entitled to bring a claim for your proportionate share of any money which has been segregated and held as

client money for the purpose of rectifying any shortfall in your investments.

We will be responsible for claiming and receiving dividends, interest and other income payments accruing to your investments held by the Nominee.

## 24. Reporting and shareholder communications

You will not automatically receive company reports and accounts for investments in your Account. The Prospectus, annual and semi-annual accounts are published on our website [www.triodos.co.uk](http://www.triodos.co.uk).

If you ask, we can arrange for you to receive a copy of the annual report and accounts for your investments by post.

The shareholders' register of Triodos SICAV II will not record your shareholding in your own name and therefore you will not be able to fully exercise your investor's rights directly against SICAV II. You will be sent notification of all communications received from the fund manager for issue to direct shareholders, as you will be the beneficial owner of the share(s). As detailed in the Triodos SICAV II Prospectus an investor is entitled at any time to claim direct title to their shares, and to empower the Nominee to vote at any general meeting of Shareholders by providing the nominee with specific or general voting instructions to that effect.

## 25. Tax

The Triodos Microfinance fund is domiciled in Luxembourg and falls within the offshore fund rules for the purpose of UK taxation.

Under the Offshore Funds (Tax) Regulations 2009 the taxation of Offshore Funds operates by reference to whether

a share class opts into the reporting regime (a "Reporting Fund") or not (a "Non-Reporting Fund"). The Triodos Microfinance Fund KZ distribution share class of SICAV II is a Reporting Fund, whereas the Triodos Microfinance Fund KZ capitalisation share class of SICAV II is a Non-Reporting Fund. Details of which share classes have UK Reporting Fund status can be found on the HM Revenue & Customs' website at <https://www.gov.uk/government/publications/offshore-funds-list-of-reporting-funds>

A UK resident Shareholder in a Reporting Fund will be subject to tax each year on the share of the Reporting Fund's income attributable to their holding in the Fund, whether or not that income is distributed to the Shareholder. Any deemed distribution is known as excess reportable income (reportable income in excess of cash distributions paid).

A UK resident Shareholder who realises a gain on the disposal of his/her investment in a Non-Reporting Fund will normally be charged to UK income tax on the gain, rather than UK capital gains tax.

The intention is that Shareholder reports providing details on the reportable income for the Reporting Funds will be made available within six months of the end of each reporting period by Triodos Bank UK. Shareholders may, if they so require, request a hard copy of the Reporting Fund data for any given year. An Explanatory Note is also published alongside details on the reportable income which explains key terms in the report.

If you are in any doubt as to the tax treatment of this investment we recommend you speak to HMRC or an accountant. Tax rules can change and depend on your personal circumstances.

Effective from 1 May 2019

Telephone: 0330 355 0355  
contact@triodos.co.uk  
www.triodos.co.uk

Calls to and from Triodos Bank may be recorded for training and monitoring purposes.

Triodos Bank UK Ltd. Registered Office:  
Deanery Road, Bristol, BS1 5AS. Registered in England and Wales No. 11379025. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 817008.

©Triodos Bank UK Ltd 2019



Printed on 100% recycled paper