



FlexGlobal 

Key Features

www.flexglobal.com



Key features

This Key Features document, which should be read in conjunction with the terms and conditions of the Application Form, is an integral part of the product documentation and terms and conditions and governs how FlexGlobal will be run, in line with the rules stated below. All clients are required to sign the Application Form and provide all the necessary listed documents to meet anti-money laundering requirements prior to an application being accepted.

For further details please refer to the Application Form or consult your Financial Adviser. Where investment levels or contributions are noted in GBP then the term “or currency equivalent” shall also apply.

Introduction

FlexGlobal is a convenient, flexible and low cost savings solution. It can be used in a variety of different ways to accommodate either regular monthly contributions, one off lump sum investments, a combination of the two or even corporate sponsored savings.

FlexGlobal is structured as a Jersey domiciled Nominee Arrangement that is administered by a leading Jersey financial services company called Fairway Group* and provides access to a selection of actively managed, multi asset savings solutions from leading fund managers.

For more information visit www.fairwaygroup.com.

FlexGlobal is one of the lowest cost savings solutions available currently with an annual cost of just 0.45% per annum and no fixed terms or onerous discontinuation penalties. The Fee Schedule is straightforward with no hidden or disguised charges.



Suitability & availability

In order to invest into FlexGlobal you must have received advice from an appropriately regulated and qualified Financial Adviser, who shall be responsible for assessing the suitability of FlexGlobal for you. Your Financial Adviser will also assist you in the selection of the Underlying Funds, which provide competitively priced share classes from leading fund managers, for a variety of different risk and reward profiles. FlexGlobal is available to any person over the age of 18, subject to there being no legislative restrictions that might otherwise prevent such investment.

Risks

The assets held within FlexGlobal will be invested in the Underlying Funds which shall themselves be exposed to the financial markets. Consequently, the value of these investments may fall as well as rise and are not guaranteed by FlexGlobal, Fairway or the underlying fund managers.

Investments made into investment funds denominated in a currency other than the selected plan currency for your individual FlexGlobal arrangement may result in additional volatility related to movements in the respective foreign exchange rates. Changes to the law may affect the tax treatment of your FlexGlobal arrangement or the investment funds held within it, which could result in a detrimental impact on the value of the investments.

Some investment funds are more risky than others. It is the responsibility of your Financial Adviser to advise you with regards to the potential suitability of each Underlying Fund for your personal circumstances.

If you make withdrawals from your FlexGlobal arrangement this will reduce the value of the arrangement at Termination and may result in you getting back less than your original investment due to any such withdrawals.

Fairway charges

There is a one off GBP 200 administrative Set Up fee against your first contribution, whether this is a Lump Sum or a regular Monthly Contribution. In the event that you choose to contribute both a Lump Sum and a regular Monthly Contribution within the same arrangement there will only be one Setup Fee of GBP 200 charged.

Thereafter, Fairway will charge an ongoing annual administrative fee, charged quarterly in arrears through cancellation of units in the Underlying Funds (on a pro rata basis across the entire portfolio). Your Financial Adviser will provide you with the relevant Fee Schedule with full details of all fees and charges applicable to your FlexGlobal arrangement.

Should you request the Termination of your FlexGlobal arrangement there will be a one off GBP 200 Termination Fee charged against the sale proceeds of your Underlying Funds before they are returned to you.

Additional charges

There may be an Establishment Fee charged relative to the amount of a Lump Sum contribution (where applicable) up to a maximum of 5% of the invested amount.

There may be an Establishment Fee charged relative to the amount of the Monthly Contributions (where applicable) up to a maximum of three monthly contributions. This may be paid either in full at initiation of your FlexGlobal arrangement or alternatively on receipt of the first three monthly premiums by Fairway.

There may be a Financial Adviser Service Fee charged quarterly in arrears through cancellation of units in the Underlying Funds (on a pro rata basis across the entire portfolio), up to a maximum rate of 1.5% per annum.

Your Financial Adviser will provide you with the relevant Fee Schedule with full details of all Additional Charges that may be applicable to your FlexGlobal arrangement. All such additional charges would require your explicit consent as provided by signing the Client Declaration in the Application Form.

Welcome Pack

Fairway will accept receipt of scanned Application Forms and associated relevant documents from your Financial Adviser. Providing that all documentation is in order

you and your financial adviser, will typically receive within three business days email confirmation of your acceptance and the intended start of your FlexGlobal arrangement.

You will be sent a FlexGlobal Welcome Pack that will include a copy of your completed Application Form, along with the relevant FlexGlobal bank account details in Jersey and your unique Client Reference Number. This Reference Number should accompany the electronic bank transfer instruction relating to either your initial Lump Sum or regular Monthly Contribution. A copy of your Nominee Arrangement, along with confirmation of the Fee Schedule shall also be included.

Please check all these details carefully and in the event of any questions please contact your Financial Adviser immediately and before remitting any monies to the FlexGlobal bank account in Jersey.

Online document library

You will also be provided with relevant details for access to your personal online document library which can be accessed through the Portal on www.flexglobal.com. In this online document library you will be able to find copies of the Welcome Pack and all its contents, along with monthly valuations and all other relevant documents submitted to Fairway relating to your FlexGlobal arrangement.

Valuations

Fairway shall provide a month end valuation to reflect the value of your FlexGlobal arrangement. This will typically be available within 5 business days of the relevant month-end, in electronic format, via the online Portal on www.flexglobal.com.

Contributions

Lump Sum contributions and regular Monthly Contributions may only be made by electronic bank transfer to the nominated FlexGlobal bank account in Jersey. All payments must include your unique Client Reference Number, without which the payment may not be correctly identified and allocated. Failure to include this number or submitting an incorrect Client Reference Number may result in contributions not being applied or given value in a timely manner for which Fairway will not be held liable. Any resultant bank charges incurred as a result of a failed payment will be your liability.

The applicable minimum investment levels in FlexGlobal and the associated charges are detailed on the Fee Schedule.

Additional Contributions

Additional Lump Sum contributions or increased regular Monthly Contributions should be accompanied by the relevant Additional Contribution form completed in conjunction with your Financial Adviser. Should this Form not be received then Fairway reserve the right not to invest any monies received until accompanied by the relevant prescribed documentation. If such documentation is not forthcoming then Fairway reserve the right to return the monies to you less any relevant bank charges.

Reducing regular monthly contributions

Regular Monthly Contributions may be stopped or reduced at any time. In such circumstances you should inform both your Financial Adviser and Fairway (via flexglobal@fairwaygroup.com). There are no adverse penalties associated with either stopping or reducing your Monthly Contribution.

You should be aware that if the value of your FlexGlobal arrangement remains consistently below GBP 10,000 then Fairway reserve the right to wind up your arrangement and return all net redemption proceeds to you.

Currency

The FlexGlobal arrangement may be denominated in either GBP, USD or EUR.

The Underlying Funds have share class options available in GBP, USD and EUR. There may be occasions where additional Underlying Fund currency options are also added. You may invest in a share class denominated in a different currency to that of your FlexGlobal arrangement, however the resulting foreign exchange volatility this may introduce will be the responsibility of yourself and your Financial Adviser.

Fund information

FlexGlobal provides access to a specific range of Underlying Funds from leading fund managers only. The current list of currency options and charges associated with each Underlying Fund may be obtained from your Financial Adviser or via www.flexglobal.com. Fairway reserves the right to amend this list as necessary at its own discretion. No other assets, funds or investments may be held within FlexGlobal unless by prior agreement from Fairway.

All Underlying Funds will trade at Net Asset Value (or "NAV") and will not suffer any spread, initial sales charge or deferred sales charge, nor shall there be any exit penalties applied to any Underlying Funds unless otherwise stated. Fund information will also be available on the FlexGlobal website www.flexglobal.com.

Selection of underlying funds

The selection of Underlying Funds will be the responsibility of yourself and your Financial Adviser who will ensure that the selected Underlying Funds are appropriate and remain so for your investment time horizon and risk profile.

Fairway bear no liability should you select Underlying Funds in concert with your Financial Adviser that are not suitable for you individually or you do not adjust the Underlying Funds held, should a change of circumstances warrant such a change. Should you at any time have concerns that your selected Underlying Funds are no longer suitable for your personal circumstances, for whatever reason, you should immediately approach your Financial Adviser to seek appropriate advice.

Switches

Switches shall be processed by Fairway on receipt of the appropriate Investment Switch Form from your Financial Adviser, completed and signed in conjunction with yourself. No switches may be initiated by you without consultation with your Financial Adviser and submission of the aforementioned form, since your Financial Adviser remains the responsible party with regards to ensuring the continuing suitability of the Underlying Funds for your personal circumstances. There are no additional FlexGlobal charges for the processing of switch instructions, nor limits on the number of switch forms that may be submitted.

Withdrawal of funds and termination

Withdrawal requests shall be processed by Fairway only upon receipt of the appropriate Withdrawal Form from your Financial Adviser, completed and signed in conjunction with yourself. There are no other limitations or FlexGlobal charges associated with withdrawal requests, however the remittance of monies to you electronically shall be net of any bank charges related to the transmission of the monies.

You may request the full and complete Termination of your FlexGlobal arrangement and the subsequent withdrawal of the monies following the redemption of the Underlying Funds at any time. The proceeds will be paid net of any outstanding charges not yet billed and the GBP 200 Termination Fee.

Death before termination

The siting of assets in Jersey through the FlexGlobal arrangement creates a "Jersey Estate". In the eventuality of your demise it will fall under the jurisdiction of the Jersey probate process. To avoid the estate being considered "intestate" a Jersey Will would be required in order to ensure compliance with your wishes with regards to potential beneficiaries. The FlexGlobal Application Form includes a Jersey Will that will be administered on your estate's behalf by Voisin Executors Limited (or "VEL") part of Voisin Law (www.voisinlaw.com) which is one of the most respected law firms in Jersey. VEL's charges will be levied against your estate. For your Jersey Will to be acceptable in the Jersey Royal Court, VEL would need to present

a hard copy of your Jersey Will with "ink" signatures in the relevant places for all parties involved. In the eventuality your Financial Adviser has not provided these documents to Fairway then Fairway shall bear no responsibility for any negative or unintended consequences that may arise in the concurrent eventuality of your demise without an admissible Jersey Will.

Tax

You may be subject to currency or tax restrictions which could affect the suitability, applicability or potential benefits of FlexGlobal. Prior to submitting an application to FlexGlobal you should ensure that you have taken specific legal and tax advice relating to your own personal circumstances. Fairway does not provide either legal or tax advice. You should also note that it is possible for tax laws to change and that other relevant factors may include your domicile, country of residence and other pertinent circumstances. Consequently, you should ensure that you continue to receive ongoing legal and tax advice from an appropriately qualified source.

Custody of client monies

All Client monies are held in a dedicated FlexGlobal bank account, separate from Fairway's own money. In the event that monies received cannot be properly identified within a month of receipt, then Fairway will return the monies to the account from which they were received net of any relevant bank charges. Fairway does not pay interest on Client monies held.

Terms and conditions

You should ensure that you read this Key Features document along with the FlexGlobal Terms and Conditions as contained in the Application Form. In addition, the current Group Terms and Conditions of Business for Fairway may also be found on www.fairwaygroup.com.

Fairway reserves the right to amend the FlexGlobal rules and Terms and Conditions at any time through a re-issuance of this Key Features document which shall always be available via www.flexglobal.com.

Governing law and regulation

The laws of Jersey shall apply to your FlexGlobal arrangement.

Fairway are regulated by the Jersey Financial Services Commission under reference TCB0174.

Voisin Law is regulated by the Law Society of Jersey.

https://www.jerseyfsc.org/trust_company_business/regulated_entities/regulated_entities.asp

How to contact

Your Financial Adviser is your primary point of contact for all matters. In the event that you wish to contact Fairway please do so via flexglobal@fairwaygroup.com.

In the event that you wish to contact VEL, contact details are available via www.voisinlaw.com.

Complaints

Fairway's aim is to provide you with a high quality service which matches your needs as exactly as possible. However, if you have cause to complain about the services provided by Fairway, then please direct your initial correspondence to Fairway's Head of Compliance, via flexglobal@fairwaygroup.com.

FlexGlobal Terms and Conditions:

The following are the terms and conditions specific to the arrangement promoted as "FlexGlobal" which, in conjunction with Fairway Group's Terms and Conditions of Business, Fairway Group act on your behalf and which Fairway Group will understand you (as "Client") to have accepted unless otherwise agreed by Fairway Group in writing. These Terms and Conditions shall prevail to the extent they contradict or conflict directly with the Fairway Group's Terms and Conditions of Business.

FlexGlobal is a nominee arrangement established in Jersey for the purpose of creating an investment savings vehicle for use by internationally mobile individuals. An account (known as the "FlexGlobal Account") will be opened to hold the assets of such individuals (known as the "FlexGlobal Assets") on a segregated basis and held by FPTL Nominees Limited, pursuant to a declaration of bare nomineehip, established in favour of such individuals, in accordance with the terms of the nominee arrangement contained in the Application Form to which these Terms and Conditions apply. The FlexGlobal Account will be established for the purpose of holding funds with an investment manager (or investment managers) as recommended by the financial advisers of such individuals. Further detailed information about FlexGlobal is available via its website www.flexglobal.com.

Fairway Group is a registered business name of Fairway Trust Limited. Your legal relationship is with Fairway Pension Trustees Limited, a subsidiary of Fairway Trust Limited and, to the extent only of the nominee arrangement, FPTL Nominees Limited. Other incidental services may nevertheless be provided by connected companies, including Fairway Group Secretaries Limited. FPTL Nominees Limited will establish the bare nomineehip as part of the FlexGlobal product. Fairway Group's Terms and Conditions of Business are published on its website www.fairwaygroup.com. Voisin Law is one of Jersey's longest-established law firms and Voisin Executors Limited (or "VEL") is their subsidiary that provides professional executorship services in administering Jersey Wills & Estates. You will find more details on Voisin Law on its website www.voisinlaw.com.

1. ELIGIBILITY - you must be over 18 years of age, but there is no upper age limit of participation with FlexGlobal.

2. SUBSCRIPTIONS - the minimum level of lump sum and/or regular monthly subscription is as per the published FlexGlobal Fee Schedule. All subscriptions must be accompanied by your dedicated Client Reference Number, provided at the outset with confirmation of establishment of your Nominee Arrangement.
3. RECEIPT AND INVESTMENT OF CLIENT MONIES - Fairway Group can only invest or transfer monies once they have cleared into the dedicated bank account. Fairway Group will not be held liable for any delays or errors by any third parties, that result in monies not being applied or given value in a timely manner. This includes monies not being correctly referenced using the Client Reference Number.
4. DEALING - all lump sum subscriptions will ordinarily invest within five business days of the successful receipt of monies as described in (3) above. All regular monthly subscriptions will ordinarily invest within five business days of the month end subject to the successful receipt of monies as described in (3) above by the month end.
5. PAYMENTS - all instructions to pay Clients must be made using the FlexGlobal Payment Request Form. No payments will be processed unless all requested documentation has been provided.
6. INVESTMENT ADVICE AND MONITORING - Fairway Group is not responsible for ensuring that FlexGlobal is suitable for the Client, nor is Fairway Group responsible for the selection or monitoring of any investment assets within FlexGlobal. FlexGlobal is only available by recommendation from the Client's appointed Financial Adviser, who is entirely responsible for the provision of appropriate advice to the Client, in order to ensure the suitability of FlexGlobal and the underlying investment funds.
7. YOUR POINTS OF CONTACT - your appointed Financial Adviser is your primary point of contact for all matters. In the event that you wish to contact Fairway Group, please do so via flexglobal@fairwaygroup.com. In the event that you wish to contact VEL, contact details are published on its website www.voisinlaw.com.
8. JERSEY WILL & TESTAMENT - in the event of your demise your FlexGlobal Assets will constitute your Jersey Movable Estate, along with any other assets you may hold in your own name, or through a nominee. VEL will

then administrate and distribute the net proceeds, in accordance with your stated wishes detailed on page 8 of this Application Form. Voisin Law and/or VEL have not provided advice to you on the validity of your Jersey Will should you be domiciled in a jurisdiction which is subject to forced heirship. You should always take advice in your jurisdiction of domicile.

9. GENERAL INSTRUCTIONS - We ask that any instructions are confirmed in writing, which includes electronic mail.
10. FEE SCHEDULE - the published FlexGlobal Fee Schedule may be varied from time to time, with at least 3 months advance notification of any amendments, by electronic mail.
11. FEE SETTLEMENT - the fees associated with FlexGlobal will be settled in accordance with the published Fee Schedule and are nonrefundable. All fees will be settled promptly, directly from your investment funds held under the terms of your Nominee Arrangement. All fees due to your Financial Adviser will be agreed by you, in advance.
12. REBATES - Fairway Group may, from time to time, receive rebates from the underlying investment managers. Fairway Group may use these rebates to offset third-party distribution costs, returning any surplus for the benefit of respective Clients. Fairway Group receives no remuneration from rebates.
13. TERMINATION - Fairway will, on receipt of written instruction, redeem all investment holdings and pay away proceeds to the Client. Fairway reserves the right to withhold Client monies until all outstanding documentation is received and all fees have been settled. Following payment of proceeds, the Client's Nominee Arrangement will be formally terminated.
14. THIRD-PARTY PAYMENTS - other than in the event of demise of the Client, third-party payments from FlexGlobal are strictly prohibited.
15. COMMUNICATIONS - all communications, including general administration enquiries, should be sent by electronic mail.
16. REGULATION - Fairway Group companies are regulated by the Jersey Financial Services Commission under reference TCB0174. Voisin Law is regulated by the Law Society of Jersey.



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