

# The PanDYNAMIC Funds (OEICs)



## ISA Application Form PFS PanDYNAMIC Fund

**This Application form is for a lump sum Investor or an ISA transfer. Please complete this form in ink using BLOCK Capitals and return completed with the relevant Anti-Money Laundering documentation (AML) to:**

**PFS PanDYNAMIC, PO Box 10728, Chelmsford, Essex, CM1 9PT.  
Telephone 0845 3081456, Fax Number 0845 2801815.  
Email Address PanDYNAMIC@phoenixfundservices.com**

### *Personal Details:*

Form A

<b>Title:</b> _____	
<b>Surname Name:</b> _____	
<b>Forename (s) in full:</b> _____	
<b>National Insurance Number:</b> _____	
<b>Date of Birth:</b> _____	
<b>Post Code:</b> _____	
<b>Telephone Number:</b> _____	<b>Email Address:</b> _____

<b>Permanent Address:</b> _____
<b>Permanent Address:</b> _____
<b>Permanent Address:</b> _____
<b>Permanent Address:</b> _____
<b>Post Code:</b> _____



Form A (continued)

I wish to invest the following amount(s):

PFS PanBALANCED Fund Class A Acc	£
PFS PanBALANCED Fund Class B Acc	£
PFS PanGROWTH Fund Class A Acc	£
PFS PanGROWTH Fund Class B Acc	£

Phoenix Fund Services (UK) Limited do not offer a Cash ISA for Investments, PFS (UK) Ltd only offer a Stocks and Shares ISA.

I declare that this application form has been completed to the best of my knowledge and belief. I understand that you may require additional information from me in accordance with the money laundering regulations.

I confirm that I have read, understood and retained the Prospectus.

I enclose a cheque made payable to ‘Phoenix Fund Services (UK) Ltd Evercore Account’ or if preferred via a CHAPS Payment (Account Name: Phoenix Fund Services (UK) Ltd –Evercore Account, Account Number: 10126901, Sort Code: 16-00-32, quoting holder’s full name) together with AML documentation (passport or photo-style driving licence and proof of address – utility bill or bank statement: all documents must be the originals or certified true copies).

Signature ..... Date .....

**INTERMEDIARY DETAILS (required wherever investment is via Intermediary):**

Firm’s Name and Address: ..... ..... ..... ..... FSA Firm Registration No: ..... Contact Name: ..... Tel: .....	Affix Stamp (where relevant):    
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**Commission Details (To be completed by Intermediaries where applicable)**

**Retained Initial Commission (RIC) –**

- RIC Payable to Intermediary.....% (if applicable)
- Discount on Remaining RIC .....% (if applicable)
- Commission Payable .....% per annum (if applicable)

*Note: Specific terms relating to the RIC and Renewal Commission must be agreed with the Fund or its representatives prior to submission of this Application Form.*



**Form B**

**ISA account to be transferred**

<b>Name of ISA Manager:</b> _____
<b>Address:</b> _____
<b>Address:</b> _____
<b>Address:</b> _____
<b>Post Code:</b> _____
<b>Account Number of ISA to be transferred:</b> _____

<b>Client Name:</b> _____
<b>Client Address:</b> _____
<b>Client Address:</b> _____
<b>Client Address:</b> _____
<b>Post Code:</b> _____

<b>Transfer Section:</b> _____
<b>Current Year:</b> <b>Yes or No</b> _____
<b>Previous Years: All</b> <b>Yes or No</b> _____
<b>Or Please transfer:</b> <b>% or £</b> <b>of my total Stocks and Shares ISA holding.</b>

I hereby instruct my current ISA Manager to transfer the above Stocks and Shares ISA(s) in cash to Phoenix Fund Services (UK) Ltd Evercore Account. I authorise you to provide Phoenix Fund Services (UK) Ltd 10728, Chelmsford, Essex, CM1 9PT, with any information concerning the above ISA account and to accept from them any instruction relating to the ISA. This is subject to Phoenix Fund Services acceptance of my transfer application.

Signature.....

Date.....

## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL**

1.1 These Terms and Conditions relate to the subscription of Shares in the Fund and the applicant agrees to be bound by these Terms and Conditions and the Instrument of Incorporation of the Fund.

1.2 The Fund and the Administrator reserve the right to reject any application in whole or in part which is not completed in full and supported by the documentation requested and cleared monies, or for any other reasons at its sole discretion. Failure to attach all documentation requested will result in a delay in the transaction being processed.

1.3 The Fund and the Administrator reserve the right to request additional information and documentation, including but not limited to, translations and certifications relating to such additional requests from the applicant and existing investors in compliance with the legislation and regulations in force from time to time.

### **2. PREVENTION OF MONEY LAUNDERING**

2.1 All applicants must attach to this Application Form all the relevant documentation requested.

2.2 All applicants understand that due to the changing nature of anti-money laundering laws and regulations and the possible extensions of applicable rules, the Administrator may update and amend its procedures from time to time to comply with such amendments.

2.3 In compliance with applicable anti-money laundering rules and regulations, the Administrator may require further identification of the applicant or an existing investor before the application can be processed or the redemption proceeds can be paid out.

2.4 Subscription monies from a third party will not be accepted. Redemption proceeds cannot be paid to a third party.

### **3. POWER OF ATTORNEY**

Where a Power of Attorney Form is required, a certified copy must be provided, and such Power of Attorney Form shall form an integral part of these Terms and Conditions.

### **4. INDEMNITY**

4.1 The applicant will indemnify upon first demand the Fund and the Administrator and any other delegates against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the applicant of these Terms and Conditions or out of anything done or omitted by the Fund or the Administrator pursuant to any instructions given by fax or out of the Fund or Administrator relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the applicant unless due to the wilful default, fraud or gross negligence of the Fund or the Administrator.

4.2 The Registrar and Transfer Agent will indemnify the applicant for direct damages solely to the extent of its gross negligence, wilful misconduct or fraud. The Administrator will in no way indemnify indirect or consequential damages suffered by the applicant.

4.3 Where this Application Form is submitted by Fax:

4.3.1 The applicant specifically authorises the Fund and the Administrator to act upon instructions received by fax. This fax authority will remain in force until notice in writing of its termination is received by the Administrator and shall apply to all dealings and transactions between the Administrator and the applicant in relation to the Fund, *provided that* it does not apply to notifications of change of

name, address, death or transfers and the use of powers of attorney; in such circumstances original documentation must be sent to the Administrator.

4.3.2 The Fund and the Administrator are entitled in their absolute discretion to refuse to comply with any fax instruction which is, in their opinion, unclear or ambiguous.

4.3.3 The applicant agrees to send the original application form to the Administrator. For redemption forms submitted by fax, the Administrator will only pay out the redemption proceeds upon receipt of the original redemption form.

## **5. CONFIDENTIALITY**

5.1 The Administrator agrees to keep all information concerning the applicant confidential unless required to disclose such to third parties by applicable law or by formal instruction of the applicant.

5.2 The applicant accepts and agrees that the Administrator may be required to disclose personal details for the processing of cash payment instructions in accordance with applicable anti-money laundering rules and regulations.

5.3 The applicant accepts that personal details may be disclosed to external parties such as the Fund's sponsor, the Fund's Authorised Distributors or Evercore Pan-Asset Capital Management group companies as necessary for the provision of enhanced shareholders' related services and that personal details (subject to the application of the local laws/and or regulations) be used outside the United Kingdom and may therefore be potentially subject to the scrutiny of regulatory and tax authorities outside the United Kingdom.

## **6. DATA PROCESSING**

6.1 The applicant acknowledges and agrees that the applicant's personal details will be held by the Administrator and may be subject to data processing. The applicant will have access to his/her/their personal details and will be entitled to request relevant amendments to such details. The Administrator will keep the personal details for at least 5 years after the end of the relationship between the applicant and the Administrator.

## **7. SUBSCRIPTION ORDERS**

Upon receipt of the completed Application Form and the full subscription amount, the Administrator will issue for the Fund the Shares in the name of the applicant.

## **8. INSTRUCTIONS**

8.1 All notices, reports, statements, documents and communications will be sent at the risk of the applicant by ordinary mail or where otherwise specified by United Kingdom legislation or the Fund's constitutional documents, by registered mail to the address of the Applicant unless otherwise specified by the applicant in writing.

8.2 All notices, reports, statements, documents and communications sent to the address of the first applicant are deemed to have been effected to all the applicants on the date sent to the first applicant's address.

8.3 Instructions may be given by letter or facsimile and are at the risk of the applicant. The applicant assumes all risks and in particular those arising from delays in delivery, errors in communication, or comprehension, including but not limited to, errors as to the information contained in the instruction. The applicant holds harmless the Fund and the Administrator of all responsibility in this respect.

8.4 The applicant specifically agrees that for instructions sent by fax he/they hold the Administrator fully indemnified from and against all liabilities, losses, costs, actions, proceedings, claims and demands

which may be incurred by or brought or made against the Fund or the Administrator arising directly or indirectly from having acted upon such instructions.

8.5 In case the Application Form is sent by fax, the original must also be sent to the Administrator immediately thereafter by post.

8.6 A fax authority is not sufficient for notifications of change of name, notification of death, deed of pledges and appointment of an attorney or any other notification or instruction where original documentation is required to be sent by post to the Administrator.

8.7 The applicant shall check the accuracy of the details contained in the contract noted and statements of accounts sent by the Administrator. Failure to report any inaccuracy within 30 business days of their dispatch will result in the confirmation details to be deemed accurate by the applicant.

## **9. LATE TRADING AND MARKET TIMING**

The Administrator shall not permit transactions which it knows to be or has reason to believe to be related to late trading or market timing practices as defined in FSA Rules and shall report those transactions to the FSA.

## **10. TELEPHONE RECORDING**

The applicant specifically accepts that telephone-recording procedures may be used and agrees that these records may be used in court or any legal proceeding, with the same value as written evidence.

## **11. FRAUDULENT USE OF SIGNATURE**

11.1 Neither the Fund nor the Administrator shall be liable for the fraudulent use by a third party of the applicant's signature, whether this signature be authentic or forged ("Fraudulent Instruction").

11.2 Except in the event of gross negligence on their part, the Fund and/or the Administrator shall not be liable for any damage, loss, expense or liability of any nature which the applicant may suffer due to the reliance by the Fund and/or the Administrator on a Fraudulent Instruction which the Fund and/or Administrator believe in good faith to be genuine and to have been given or signed by the applicant.

## **12. AMENDMENTS TO THE TERMS AND CONDITIONS**

The Administrator reserves the right at any time to modify these Terms and Conditions. The Administrator shall inform the applicant in writing of all amendments to these Terms and Conditions. Such modifications shall be deemed to be accepted by the applicant if the applicant does not raise an objection in writing to the proposed amendments, within two weeks from the date of the notification.

## **13. SEVERANCE**

If any provision or clause of these Terms and Conditions is or becomes void or unenforceable in whole or in part for any reason such enforceability or invalidity shall not affect the validity of the remaining Terms and Conditions. Corresponding Terms and Conditions must replace the invalid terms and conditions.

## **14. APPLICABLE LAW**

The laws of England and Wales shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of England and Wales.

## **15. FINAL PROVISION**

These Terms and Conditions form an integral part of the Application Form, which applicant declares having accepted by signing this Application Form.

Authorised and Regulated by the Financial Services Authority.