Key Features of The Children's Mutual Shariah Baby Bond® Stakeholder Child Trust Fund account

(including Terms & Conditions)

This document explains the key features of the Shariah Baby Bond[®] Stakeholder Child Trust Fund (CTF) account, and contains our CTF Terms & Conditions. It should be read in conjunction with the relevant brochure. Please read it carefully, and keep it in a safe place.

Its aims

• To provide a tax-efficient method of saving for a child (in accordance with Shariah criteria) by taking advantage of the Government's Child Trust Fund (CTF) scheme.

• To provide growth over the savings period of the account, and produce a tax-free lump sum payable to the child at age 18.

Your investment

• You can open a Shariah Baby Bond[®] with the initial contribution the Government will make for your child – the person who is claiming Child Benefit for them will automatically receive a voucher.

• You, and others, can add to the government contribution, but limits apply (see "How much can be paid in to a Shariah Baby Bond®?"). You can pay in either regular monthly payments or one or more lump sums, or a combination of both.

Risk factors

• The value of investments held for the Shariah Baby Bond[®] is not guaranteed, and can move up and down. This could be due, for example, to market fluctuations, or to changes in exchange rates if any investments in foreign companies are held. Such movements are outside our control.

• When the Shariah Baby Bond[®] is cashed-in at age 18, the child may get back less than has been paid in, because:

 investment growth could be lower than originally anticipated the tax treatment of CTF accounts or their underlying investments (or both) could change.

• The Shariah Baby Bond[®] belongs to the child and, other than in exceptional circumstances (see Condition 17 of the Terms & Conditions – "Withdrawals"), nobody else can receive any money from it. **The money is locked in and the child cannot withdraw any money before their 18th birthday.**

• Each payment into the Shariah Baby Bond[®] is, legally, a gift to the child, and becomes the child's property as soon as it is paid in. The payer cannot change their mind later on and have their money back.

QUESTIONS AND ANSWERS What is a CTF account?

• A CTF account is a special type of savings plan that allows you, and others, to save for a child until they reach age 18. All growth in the value of the account is free from income tax and capital gains tax, and there is no personal tax for the child to pay at age 18.

• There are two types of CTF account – Stakeholder and Non-Stakeholder. Shariah Baby Bond[®] is a Stakeholder CTF account. Each child can have only one type of CTF account at any time.

• There are no restrictions on what money from a CTF account – either Stakeholder or Non-Stakeholder – can be used for at age 18.

• Every child born in the United Kingdom

on or after 1 September 2002 and for whom Child Benefit is payable, is entitled to a CTF account.

• Only one person at a time can give instructions to the CTF Account Manager about how payments into a Shariah Baby Bond[®] are invested. This person is called the Registered Contact. Please see the Terms & Conditions for a definition of this term.

• A <u>Stakeholder</u> CTF account must meet certain requirements set by government, in particular:

- the account must include at least some exposure to equities (company shares).
 However, you should remember that the prices of shares, and the income from them, can go down as well as up.
- the underlying investments must represent a mixture of assets which is both appropriate and suitable for long-term savings for a child.
- any underlying investments held directly (rather than indirectly – for example through a collective investment scheme) for the CTF account must not be, or include:
- investment trust shares or securities;
- collective investment scheme shares, if these are dual-priced;
- with-profits endowment policies or rights in contracts of insurance in a with-profits fund;
- rights in contracts of insurance whose value is linked to shares in a dual-priced fund;
- company shares;
- company securities whose value could fall below 80% of their purchase price;
- cash in bank or building society deposit or share accounts whose interest rate is more than 1% below Bank of England base rate;
- depositary interests in any of the above.

- it must be possible, starting no later than the child's 13th birthday, to gradually move the underlying investments into lower risk assets to reduce the chance of losses. This is called 'lifestyling'.
- the minimum payment amount which the CTF account manager will accept must not be more than £10.
- the total regular charges which can be made by the CTF account manager must not be more than 1.5% a year.

• Although Stakeholder CTF accounts must meet certain government requirements, this does not mean they will be suitable for everyone, nor that they are guaranteed to perform well.

• A <u>Non-Stakeholder</u> CTF account can offer a wider range of savings choices, including (either held indirectly or directly) all those listed above as not being available to be held directly in a Stakeholder CTF account. The CTF account manager can offer lifestyling, but this is not compulsory. There is no limit on how much the CTF account manager can charge for Non-Stakeholder CTF accounts; it could be more or less than 1.5% a year.

How frequently are Shariah Baby Bond[®] Stakeholder CTF accounts valued?

• We value all Shariah Baby Bond[®] accounts daily. We can change the valuation frequency, but not more often than once every 12 months. We will tell the Registered Contact in advance if the valuation frequency will change.

How can money be paid in to a Shariah Baby Bond[®]?

- We accept payment by any of the following:
- Direct Debit; Standing Order; Direct Credit; Cheque
- All payments must be made payable to The Children's Mutual.

How much can be paid in to a Shariah Baby Bond[®]?

• Except for the first year, which starts when the Shariah Baby Bond[®] is opened and ends the day before the child's next birthday, each contribution year starts on the child's birthday and ends the day before their next birthday.

• The maximum that can be paid in to a Shariah Baby Bond[®] in each contribution year (excluding any government contributions) is £1,200, equivalent to £100 a month. Anyone who wishes to help towards your child's financial future can pay money in, subject to this overall limit.

Where are the payments invested?

• Shariah Baby Bond[®] invests initially in accumulation shares in the SICAV (Societé d'Investissement à Capital Variable) fund below. This is an open-ended Investment Company with Variable Capital.

• Accumulation shares do not pay out any income, but instead reinvest it automatically, so increasing their value. This is reflected in the pricing of the shares.

• Once lifestyling starts, Shariah Baby Bond® invests partly in the SICAV fund, and partly in lower risk assets. See Condition 8 of the Terms & Conditions – "Lifestyling" – for an explanation of how lifestyling works.

How are the payments invested?

 Until the Shariah Baby Bond[®] has been opened, no money can be paid in – please see "Can I change my mind, and can anyone paying in to the Shariah Baby Bond[®] change their mind?"

• Once the Shariah Baby Bond® has been opened, and until lifestyling starts, we use each payment to buy shares in the SICAV fund at the price applicable on the first valuation point after we receive the payment. Please see the Terms & Conditions for information about valuation points.

• Please see Condition 8.4 of the Terms &

Conditions for an explanation of how we invest money paid in during the period that lifestyling is in progress.

• We will not issue any contract notes or certificates of title to the shares bought with the payment(s). All shares are registered in the name of the CTF Account Manager. Please see the Terms & Conditions for a definition of this term.

What might the child get back?

 The table overleaf gives examples of what the child might get back at age 18, disregarding the effects of lifestyling from age 13. Most CTF account managers use the same rates of growth for investments, but their charges may vary (subject to a maximum of 1.5% of the account's value each vear for stakeholder CTF accounts). The Financial Services Authority's rates of growth for CTF accounts are 5% ('the lower rate'), 7% ('the middle rate') and 9% ('the higher rate') a year. The figures shown are only examples and are not guaranteed - they are not minimum or maximum amounts. The child could get back more or less than this. Don't forget that inflation would reduce what could be bought in the future with the amounts shown.

Can I change the type of CTF account?

• The Registered Contact can change a Shariah Baby Bond[®] Stakeholder CTF account to a Non-Stakeholder CTF account offered by us or another CTF account manager at any time. See Condition 14 of the Terms & Conditions – "Transfer to a Non-Stakeholder CTF account".

Can regular monthly payments be stopped whenever the payer wishes?

• Yes. All money already paid in to the Shariah Baby Bond[®] will remain invested until the child reaches age 18.

• The payer can start making regular monthly payments again at any time, subject to the contribution limits.

Type of payment	What the child could 5% a year	get back at age 18 if inve 7% a year	estments grew at: 9% a year
Initial Government contribution of £250 at birth plus a further £250 at age 7	£821	£1,090	£1,440
Initial Government contribution of £250 at birth plus a further £250 at age 7 plus voluntary regularpayments of £25 a month	£8,260	£10,100	£12,400

What are the charges?

• We charge 1.5% of the value of the Shariah Baby Bond[®] each year for managing it and investing the money. We calculate charges daily, but only deduct them once a year. For example, if the Shariah Baby Bond[®] is valued at £800 throughout the year, this means we deduct £12 that year. If the value is £2,400 throughout the year, we deduct £36 that year. There are no other regular charges. We take the charges from capital.

• We have the right to alter the charges that apply at any time. The Registered Contact will receive notice in writing of any such change at least 90 days before the new charges apply. Under current government regulations, the overall charge for Shariah Baby Bond[®] cannot be more than 1.5% a year.

How will charges and expenses affect the investment?

• The tables opposite give examples of how the deductions and charges would affect an investment comprising only the initial government contribution of £250, and an investment combining this contribution with a regular monthly payment of £25. The examples in these tables assume that the investment grows at 7% a year (the Financial Services Authority's middle rate for tax-efficient products). The figures shown are not guaranteed, and are only shown in order to demonstrate the effect of charges and expenses on the investment. The figures in the column headed "What the value of the account might be" in each of these tables represent the value that would be available for transfer of the CTF account (for example to a different CTF account manager) at the end of each year other than year 18, when they represent the value the child could get back.

Have I been given any advice, and if so what is the cost?

• Nobody has given you any advice about Shariah Baby Bond®, only information. Therefore, we will not pay anyone in connection with your application.

How does the child withdraw their money?

• Shortly before their 18th birthday we will send them a form to complete, together with information about any other investment products we may be offering at the time, and which could be suitable for their demands and needs. Condition 17 of the Terms & Conditions – "Withdrawals" explains how we release the money if they decide to cash-in.

What about tax?

• Under current regulations, all investments held in a Shariah Baby Bond[®] are free from income and capital gains taxes for UK residents, and the child will have no personal tax liability on their 18th birthday provided they are then resident in the UK. Tax could be payable on any income earned or gains made by any investments still held in the child's name after their 18th birthday, or after their death if this happens before age 18.

• The current tax treatment of Shariah Baby Bond[®] is not guaranteed to continue in future.

Effect of deductions for charges – initial Government contribution of £250, plus a further £250 at age 7

further £250 at age 7		Effect of deductions	What the value of
At end of year	Investment to date	to date	the account might be
1	£250	£3	£263
3	£250	£13	£292
5	£250	£25	£325
10	£500	£81	£716
15	£500	£187	£931
18	£500	£279	£1,090

The last line of the table above shows that over 18 years the effect of the total charges and expenses could amount to £279. Putting it another way, this would have the effect of bringing investment growth from 7.0% a year down to 5.4% a year. Inflation would reduce what could be bought with the eventual payout.

Effect of deductions for charges – initial Government contribution of £250, plus a further £250 at age 7 and also voluntary regular payments of £25 a month

At end of year	Investment to date	Effect of deductions to date	What the value of the account might be
1	£550	£7	£572
3	£1,150	£37	£1,260
5	£1,750	£96	£2,040
10	£3,500	£424	£4,670
15	£5,000	£1,130	£7,800
18	£5,900	£1,840	£10,100

The last line of the table above shows that over 18 years the effect of the total charges and expenses could amount to $\pounds1,840$. Putting it another way, this would have the effect of bringing investment growth from 7.0% a year down to 5.4% a year. Inflation would reduce what could be bought with the eventual payout.

 If at any time the Shariah Baby Bond[®] fails to satisfy the CTF Regulations, investments held for it will no longer be free from tax. Please see Condition 3 – "Stakeholder CTF accounts" for more information.

Can I change my mind, and can anyone paying in to the Shariah Baby Bond[®] change their mind?

 If for any reason you decide, in the first 14 days after we receive all the necessary information to enable us to open a Shariah Baby Bond[®] for your child, that you do not want to go ahead with us, you have the right to change your mind. If you do, you must tell us of your decision by writing to us at the office address shown under "How to contact us". We are not allowed to open the Shariah Baby Bond[®] until this period has ended. If you have not told us by the end of this period that you have changed your mind, and provided we have received your voucher, we will open the Shariah Baby Bond[®].

• Nobody can pay any money into the Shariah Baby Bond® until it is opened. Therefore, if we receive a payment before the Shariah Baby Bond® is opened, we will pay the money into an interest bearing client money account in our name with an appropriate institution authorised under the Financial Services & Markets Act, 2000. We will keep it in this account until the Shariah Baby Bond® is open, or until you tell us that you have changed your mind, if this happens sooner. We will not pay any interest on the money while it is held in the client money account. • Once the Shariah Baby Bond[®] has been opened, any money paid into it belongs legally to the child immediately it is paid in, so we cannot give it back to the payer if they should change their mind.

How will I and the child know how their Shariah Baby Bond[®] is doing?

• The child, care of the Registered Contact, will receive a statement each year showing:

- what the Shariah Baby Bond[®] was worth when the previous statement was issued;
- how much has been paid in, and by whom, during the year;
- what charges have been taken out during the year;
- what the Shariah Baby Bond® was worth when the statement was prepared.
- At 16 the child can become the Registered Contact and will receive statements direct.

How to contact us

• We can answer your questions, but cannot give you financial advice, only information about our products. If you need advice, but don't have an adviser, we can give you details of where to go to find independent financial advice. You may have to meet the cost of any advice given.

• If you have any questions at any time, you can phone us, or send an email, or you can write to us.

Call us on 0845 608 0045 Monday to Friday 8.00 am to 8.00 pm; Saturday 9.00 am to 1.00 pm. We will record calls for training or security purposes. 24-hour answerphone number – 0845 080 1800.

Email address –

ctf@thechildrensmutual.co.uk

Office address – The Children's Mutual, PO Box 2067, Gloucester GL4 3YU.

OTHER INFORMATION: How to complain

• A copy of our complaints procedure is available on request.

• If you ever need to complain, first either telephone us on the number shown above, or write to us at the address above. If you're not satisfied with our response, you can complain to: Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall, London, E14 9SR. (Tel: 0845 080 1800.)

Complaining to the Ombudsman does not affect your legal rights.

Law and language

• All our dealings with you (and/or the Registered Contact), both before and after the Shariah Baby Bond[®] is set up, are governed by the law of England, and all communication will be in English. A court in England or Wales will decide on any dispute.

• The information contained in this document is provided in respect of children who are United Kingdom residents (including children of Crown employees serving overseas) only.

Compensation

• We are covered by the Financial Services Compensation Scheme (FSCS). The child may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.

• Further information about compensation scheme arrangements is available from the FSCS. For information about the Scheme, call 020 7892 7300.

Simplified Prospectus

Important information about the investment fund

As Shariah Baby Bond[®] is a stakeholder CTF account, money paid in is invested over most of the period of the plan in a fund that holds company shares. The table below contains important information about this fund. The information is taken from the fund manager's 'Simplified Prospectus', which is a document required by European regulations, and therefore includes some details of a technical nature. We have tried to explain, in simple terms, what these mean – see the third column of the table. You can ask us to provide you with a copy of either the fund manager's Simplified Prospectus, or their full Prospectus, at any time; however, you should be aware that both documents are complex and include information that does not apply to investing through Shariah Baby Bond[®].

SICAV Fund	Scottish Widows Islamic Global Equity Fund	This is one of the funds that we offer for investment through one or more of our plans. This is currently the only 'sub-fund' within the SICAV.
SICAV	Scottish Widows Investment Partnership Islamic SICAV	This is the overall fund which currently only includes the Islamic Global Equity Fund. 'SICAV' is an abbreviation for 'Societe d'Investissement à Capital Variable'.
SICAV Manager	Scottish Widows Investment Partnership Limited, 10 Fleet Place, London EC4M 7RH	This is the company that manages the fund.
Management Company	Scottish Widows Investment Partnership Limited's main business is providing investment management and advice.	The role of the investment manager includes the day-to-day operation of the SICAV, such as managing its investments, buying and selling shares and pricing the shares.
Place of Incorporation	Luxembourg	These are the countries whose laws apply to the operation of the fund.
Custodian	State Street Bank Luxembourg SA, 49, Avenue J F Kennedy, L–1855 Luxembourg	The role of the Custodian is to act as the appointed caretaker of the fund's assets.
Auditor	Pricewaterhouse Coopers, 400, Route d'Esch, L-1014 Luxembourg	The role of the Auditor is to ensure that the fund is operated in accordance with all relevant laws and regulations.
Fund launch date	21 November 2005	This is the date the SICAV actually started to accept money from investors.
Share class launch date	19 December 2005	This is the date the particular type of shares offered for investment through one or more of our plans ('accumulation shares') were first offered to investors.

Investment Objective and Investment Policy	To give long-term capital growth by investing in a portfolio of equities issued by companies from around the world. Investments will usually only be made in companies	This is the outcome the fund manager aims to produce for investors, and how it tries to
	that are listed within the FTSE Global Islamic Index. Investments outside of this index may be approved by the Shariah Advisory Board from time to time.	achieve it.
Risk factors	• The value of shares and income from them is not guaranteed and can fall as well as rise due to stock market and currency movements. Past performance is not a guide to future performance and when the investment is sold (the money is withdrawn from the account) the child may get back less than was originally invested. Inflation will, over time, reduce the spending power of the investments.	
	 The rates of, and any relief from, taxation may change over time. 	
	• Due to the investment objective and policy of the fund it will not be invested in interest-bearing securities, warrants or options, futures and swaps. As a result the managers' opportunity to make returns that might otherwise have been available to the fund is reduced.	
	 In the event that the fund is issued with warrants as a result of it holding equities, it will dispose of such warrants as soon as practical, which may lead to the fund gaining a disadvantageous price on the disposal. 	
	• The fund will not be able to hedge against foreign exchange risk, thus increasing the currency risk.	
	• The investment objective and policy of the fund limit the investments of the fund to those that are listed within one specific index. This means that the fund's investments may be concentrated in a lesser number of equities than a comparable fund of the same size.	
	Details of all risks can be found in the full Prospectus of the fund.	
Cleansing of Interest Cash received	Where the Fund wishes to invest in a company which satisfies the Islamic Investment Guidelines but either derives some of its income or partly finances its operations from non-Islamically compatible debt, then it must cleanse all cash received by allocating a certain portion to charities.	

Charges	AMC 1.5%	'AMC' stands for Annual Management Charge – this is the yearly charge to each investor, and is applied to the overall value of that investor's holding in the fund for the year. The yearly charge we pass on to investors for shares held for Shariah Baby Bond [®] cannot be more than 1.5% under current CTF regulations.
Commission expenses	The level of equity securities (company shares) trading on the fund is determined by fund management decisions and the main impact on the fund is the buying and selling values of the trades. The buying and selling values of securities trades always meet best execution regulations. Commissions are paid to brokers for these trades. The Fund Manager is authorised to enter into commission sharing arrangements with third parties regarding the use of dealing commission to purchase/receive goods and/or services that relate to the execution of trades or the provision of research.	Commission is paid by the fund.
Sales Charge	The fund manager is entitled to apply a sales charge. This is done to prevent existing shareholders being adversely affected by exceptional dealing costs.	There is no difference between the costs of buying and selling shares in the fund. This means that the expenses of buying and selling the underlying assets of the fund (company shares and other investments) are met by the fund, which could affect the fund price. This is known as 'dilution'. To attempt to reduce the effects of dilution the ACD may charge a 'sales charge' on the purchase of shares.
Fund tax	The fund is liable to certain taxes under Luxembourg law.	Investors with shares in the fund held within Shariah Baby Bond [®] do not suffer any personal tax or any growth in the value of their holdings. If the account holder is not a UK resident when they withdraw money from Shariah Baby Bond [®] (at or after age 18), they may have to pay tax on that part of the payout which arises from interest earned while they were not resident in the UK.

TER	1.5%	'TER' stands for Total Expense Ratio, which is the yearly operating expenses of the fund. This figure helps when comparing the operating expenses of different funds. The TER includes, for example, the AMC and any custodian, registration and audit fees.
PTR	0%	'PTR' stands for Portfolio Turnover Rate. This provides an indication of how much the fund manager changes the fund's investments in a year. There is a cost involved in the buying and selling of these investments. The higher the PTR, the more changes have been made, and the higher the cost of dealing paid for by the fund has been. However, active management may mean that changing investments more frequently increases the performance of the fund sufficiently to outweigh the costs.
Share class currency denomination	UK Sterling	All transactions undertaken by the share class are expressed in £s sterling.
Income accumulated	Income accumulated will be invested within the fund thereby increasing the price of the shares.	Most funds offer two types of shares – 'income shares', which actually pay out a regular amount to investors, and 'accumulation shares', for which all income earned is automatically reinvested to increase the share price. All shares offered for investment through The Children's Mutual are accumulation shares.
Price publication	The price of shares will normally be available on request.	You can track the value of the plan by checking the price of shares whenever you wish.
Scottish Widows Investment Partnership Islamic SICAV– other sub- funds	At present there are no other sub funds. Details are included in the fund manager's Simplified Prospectus – a copy is available on request.	We only offer the Islamic Global Equity Fund for investment through Shariah Baby Bond®.
Date of Simplified Prospectus	March 2006	This is the date the fund manager's Simplified Prospectus was last updated.

Terms & Conditions

The following pages explain the Terms & Conditions of The Children's Mutual Shariah Baby Bond[®] Stakeholder Child Trust Fund (CTF) account.

1. Definitions

1.1 In these Terms and Conditions, the following words have the meanings given below (unless the context in which they are used requires otherwise):

The Children's Mutual is a trading name of the Tunbridge Wells Equitable Group. The Group comprises Tunbridge Wells Equitable Friendly Society Limited and Tunbridge Wells Equitable Investments Company Limited.

Child Trust Fund (CTF) the Child Trust Fund savings and investment scheme established by the Government under the Child Trust Funds Act, 2004.

Contribution Year the first contribution year starts on the day the CTF account is opened and ends on the day before the child's next birthday; each subsequent contribution year starts on the child's birthday and ends on the day before their next birthday.

CTF Account Manager Tunbridge Wells Equitable Investments Company Limited (TWEICL), trading as The Children's Mutual.

Dealing Day means Monday to Friday 9.00 am to 6.00 pm (Central European Time) (except for bank holidays in Luxembourg and other days at the Fund Manager's discretion) being a day on which the Luxembourg Banks are open for trading and or any other day which the Fund Manager in its discretion may decide.

Depositary the appointed caretaker of the fund's assets.

FSA rules the rules published, from time to time, by the Financial Services Authority (FSA).

HMRC Her Majesty's Revenue & Customs

Investment Manager the Investment Manager is Scottish Widows Investment Partnership Limited; registered office: 10 Fleet Place, London EC4M 7RH. The Investment Manager's responsibilities include the day-to-day operation of the SICAV, such as managing its investments, buying and selling shares and pricing the shares.

The Registered Contact the person who is authorised to control the Shariah Baby Bond[®] and give instructions as to how the money is to be invested.

The Regulations The Child Trust Funds Regulations 2004.

SICAV SWIP Islamic SICAV. The SICAV is an open-ended investment company incorporated under the laws of the Grand Duchy of Luxembourg. It is an 'umbrella company' which means it is made up of a number of different funds, each of which has its own investment objective.

SICAV fund SWIP Islamic Global Equity Fund which is the sub-fund of the SICAV which we offer for investment for the Shariah Baby Bond[®] Stakeholder CTF account.

Stakeholder CTF account a CTF account which meets the Government's requirements for a Stakeholder CTF account. A child may not have both a Stakeholder CTF account and a Non-Stakeholder CTF account at the same time.

Valuation Point the price of shares is calculated at 9.00 am Central European Time each dealing day, or such other time of day as the Investment Manager may decide; this is the valuation point. Once the Shariah Baby Bond® is open, the price that will be used for any purchase or encashment of shares for the Shariah Baby Bond[®] is the price on the first valuation point after the CTF Account Manager receives the payment (where relevant) instruction, and all required paperwork. In respect of the voucher, the instruction is that from HMRC to the CTF Account Manager to credit the Shariah Baby Bond® with the initial Government payment; there could be a delay of up to several weeks before receipt of this

instruction. The address to which all instructions by the Registered Contact must be sent is: The Children's Mutual, PO Box 2067, Gloucester GL4 3YU; telephone 0845 608 0045.

Void account a Shariah Baby Bond® account which breaches (does not satisfy) the Regulations, and which HMRC instructs the CTF Account Manager to cancel.

The voucher HMRC will issue a voucher automatically to the person who is entitled to receive Child Benefit for the child.

We The Children's Mutual.

You depending on the context, either a person who has received a voucher to open a CTF account for a child, or the Registered Contact. In respect of money paid into the Shariah Baby Bond[®], the term 'you' also includes any person who makes such payment(s).

2. The CTF Account Manager

2.1 The CTF Account Manager is Tunbridge Wells Equitable Investments Company Limited (TWEICL), Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8GN, which is an approved CTF account manager under the Child Trust Funds Regulations 2004. TWEICL is a wholly owned subsidiary of Tunbridge Wells Equitable Friendly Society Limited. It is authorised and regulated by the Financial Services Authority and a member of the Financial Ombudsman Service.

2.2 These Terms and Conditions explain how TWEICL conducts its CTF account business in accordance with the Regulations.

2.3 An agreement to set up a CTF account under these Terms & Conditions will be an 'Initial Service Agreement' for the purposes of the European Distance Marketing Directive 2002. This means that, from outset, the CTF Account Manager is authorised to carry out regular and/or repeated actions (for example collecting, receiving and investing payments into the CTF account) in accordance with the Registered Contact's instructions. Under such an agreement no cancellation rights attach to any payment received other than the first. 2.4 In selecting which fund to offer as the underlying investment vehicle for Shariah Baby Bond®, TWEICL took into account the social, ethical and environmental implications of the general type and mix of equities usually selected by the Manager, as well as their potential for producing capital growth.

2.5 If, at any time, TWEICL ceases to be authorised as a CTF account manager, it will give the Registered Contact at least one calendar month's notice of this in writing. The Registered Contact will then need to transfer the CTF account to another CTF account manager, as described in Condition 16 below ("Transfer to another CTF account manager").

3. Stakeholder CTF accounts

3.1 The Shariah Baby Bond® offered by the CTF Account Manager satisfies all the Government's requirements for Stakeholder CTF accounts, as set out in the Regulations. See "What is a CTF account?" in the Key Features section above for the main characteristics of a Stakeholder CTF account.

3.2 We will endeavour to ensure that Shariah Baby Bond® continues to satisfy the Regulations, but this cannot be guaranteed. In the event that it should cease to do so, we will notify the Registered Contact of this at the earliest opportunity. The Registered Contact may then either switch the account to a Non-Stakeholder CTF account (see Condition 14 below – "Transfer to a Non-Stakeholder CTF account"), or transfer it to another authorised CTF account manager that does offer a Stakeholder CTF account.

4. Starting a Shariah Baby Bond[®] Stakeholder CTF account

4.1 The person who receives the voucher must apply to start a Shariah Baby Bond® by (1) submitting the voucher to us, and (2) completing an application. For information about when the Shariah Baby Bond® will start see "How are the payments invested?" and "Can I change my mind, and can anyone paying in to the Shariah Baby Bond® change their mind?" in the Key Features section above.

4.2 Either this person, or somebody else with

parental responsibility for the child, must become the Registered Contact (see Condition 5 "The Registered Contact" below).

4.3 We will also start a Shariah Baby Bond[®] for a child if we are instructed to do so by HMRC.

5. The Registered Contact

5.1 Only one person may be the Registered Contact at any time.

5.2 Until the child's 16th birthday, the Registered Contact must be a person who has parental responsibility for the child; this will normally be a parent or guardian of the child.

5.3 At any time before the child's 16th birthday the current Registered Contact may give up their position and, subject to their agreement, another person who has parental responsibility for the child may become the Registered Contact in their place. Both the new Registered Contact and (other than in exceptional circumstances – for example on death) the current Registered Contact must complete the form and declaration we provide.

5.4 The child can become the Registered Contact on their 16th birthday.

6. Ownership

6.1 The Shariah Baby Bond[®] belongs to the child as beneficial owner. Beneficial ownership may not be transferred to any other person or organisation.

6.2 All fund shares and other investments bought for the Shariah Baby Bond[®] are registered in the name of the CTF Account Manager, which also holds all share certificates and other title documents. Beneficial ownership of the investments may not be transferred to any other person or organisation, other than the CTF Account Manager.

6.3 The child's interest in any fund shares or other investments held for the Shariah Baby Bond[®] may only be disposed of through the CTF Account Manager.

6.4 Neither the Shariah Baby Bond[®], nor any investment held for it, may be used as security for a loan.

6.5 The CTF Account Manager cannot lend the Shariah Baby Bond[®] or any fund shares or other investments held for it to anyone else, or borrow against the security of any investments or their title documents.

7. Payments exceeding the voluntary contribution limit

7.1 If any payment we receive or are due to request by Direct Debit would, when added to the amounts already paid in during the contribution year, be more than the £1,200 contribution limit allowed, we will:

- if the payment is due to be collected by Direct Debit, reduce the request to such amount as, when paid in to the Shariah Baby Bond[®], will not exceed the contribution limit. We will then make no further collections under any Direct Debit Instruction during the contribution year;
- if the payment is made by Standing Order or Direct Credit, retain as much of it as, when added to the amounts referred to above, equals the contribution limit, and return the balance of the payment to the payer's bank or building society;
- if the payment is made by cheque, return the cheque (uncashed) to the payer or, if we cannot identify the payer, to the Registered Contact.

8. Lifestyling

8.1 Lifestyling means switching the Shariah Baby Bond[®] investments from higher risk to lower risk assets over a period of time. We do this in order to limit the chance of the account losing value as the child's 18th birthday approaches.

8.2 Unless the Registered Contact has told us otherwise, we will start the lifestyling process on the valuation point on the child's 13th birthday, or on the next valuation point after that if the birthday is not a working day. On that date, we will cash-in the number of fund shares the value of which equals 20% of the then total current value of the Shariah Baby Bond[®], and use the cash-in value to invest in whatever lower risk assets, that meet Shariah requirements, are available to us for Stakeholder CTF account investment at that time.

8.3 On the equivalent date in each of the three years after that, unless the Registered Contact has told us otherwise, we will cash-in a further number of fund shares and use the cash-in value to invest in lower risk assets of the type described in Condition 8.2 above. The number of fund shares cashed-in shall be such that the total proportion of the Shariah Baby Bond[®] which is invested in lower risk assets after this action is completed shall be 40% after the child's 14th birthday, 60% after their 15th birthday, and 80% after their 16th birthday.

If, immediately before the lifestyling actions described in this Condition are due to be performed, the proportion of the Shariah Baby Bond[®] already invested in lower risk assets is equal to or greater than the figure stated in this Condition, then such actions will not be performed.

8.4 During the period that lifestyling is in progress, unless either of Conditions 8.6 or 8.7 below applies, we will invest all new payments into the Shariah Baby Bond® partly in fund shares, and partly in lower risk assets (as described in Condition 8.2 above), in the same proportion as applies to the existing investments held for the Shariah Baby Bond® at the start of the contribution year in which the new payments are received. For example, if at the start of a contribution year (after the relevant actions described in either of Conditions 8.2 or 8.3 above have been performed) 40% of the Shariah Baby Bond[®] is invested in SICAV fund shares and 60% in lower risk assets, then we will invest 40% of all new payments received during that contribution year in SICAV fund shares, and 60% in lower risk assets.

8.5 Unless the Registered Contact has told us otherwise, we will cash-in the total remaining SICAV fund shares on the valuation point on the child's 17th birthday, or on the next valuation point after that, if the birthday is not a working day, and use the cash-in value to invest in lower risk assets of the type described in Condition 8.2 above. 8.6 At any time after the child's 13th birthday, and regardless of whether or not lifestyling has then commenced, the Registered Contact may instruct us to increase the proportion of the Shariah Baby Bond® then invested in lower risk assets of the type described in Condition 8.2 above. To achieve such increase we will, on the next valuation point after we receive the instruction or, if on that valuation point we shall be taking the action described in Condition 8.3 above, the next valuation point after that, cashin the number of SICAV fund shares the value of which equals the difference between (1) that proportion of the Shariah Baby Bond® then already invested in lower risk assets and (2) the new proportion to be so invested as instructed by the Registered Contact, and use the cash-in value to invest in such lower risk assets.

We will continue to invest new payments into the Shariah Baby Bond[®] during the remainder of that contribution year into SICAV fund shares and lower risk assets in whichever of the following is instructed by the Registered Contact:

- the proportions that applied prior to taking the actions described in this Condition, or
- the proportions that apply after such actions have been taken (which shall also be the case in the absence of any instruction by the Registered Contact).

8.7 If the actions described in either of Conditions 8.2 or 8.3 above have not been performed in respect of any of the child's relevant preceding birthdays, the Registered Contact can tell us at any subsequent time to start or restart the lifestyling process. On the next valuation point after we receive their instruction to do this we will cash-in a number of SICAV fund shares and use the cash-in value to invest in lower risk assets of the type described in Condition 8.2 above. The number of SICAV fund shares cashed-in shall be such that the total proportion of the Shariah Baby Bond[®] which is invested in lower risk assets after these actions have been performed shall be that which would then be invested in such assets if such actions had been performed as described in Conditions 8.2 and 8.3 above in

respect of each of the child's preceding birthdays on and after the 13th.

If the proportion of the Shariah Baby Bond[®] already invested in lower risk assets on the date of receipt of the instruction is equal to or greater than the maximum stated in Condition 8.3 above (or greater than 20% if the instruction is received after the child's 13th but before their 14th birthday), then such actions will not be performed.

When the actions described in this Condition are performed, we will continue to invest new payments into the Shariah Baby Bond[®] during the remainder of that contribution year into SICAV fund shares and lower risk assets in whichever of the following is instructed by the Registered Contact:

- the proportions that applied prior to taking the actions described in this Condition, or
- the proportions that apply after such actions have been taken (which shall also be the case in the absence of any instruction by the Registered Contact).

9. Tax matters

9.1 The CTF Account Manager will make all necessary claims for repayment of income and capital gains taxes arising on income or gains generated by the fund shares and any other investments held for the Shariah Baby Bond[®].

9.2 Please see Condition 13 "Void CTF accounts" for the tax implications if the Shariah Baby Bond[®] should be made void.

9.3 All information about tax in these Terms & Conditions, and in the Key Features section above, is based on our understanding of actual and proposed tax rules relating to CTF accounts, SICAVs and other relevant investments as at January 2007. These rules may change in future.

10. Fund management charges and expenses

10.1 There is no difference between the costs of buying and selling shares in the SICAV fund. This means that the expenses incurred in dealing shares are met by the fund, which could affect its total value.

11. Prospectus, simplified prospectus, reports, meetings and voting rights

11.1 The Registered Contact may ask us to arrange for them (or the child) to receive a copy of the relevant prospectus or simplified prospectus issued by the Investment Manager in respect of the SICAV fund. We will not charge for providing this.

11.2 The Registered Contact may ask us to arrange for them (or the child) to receive copies of any yearly or periodic reports and accounts issued by the Investment Manager in respect of the SICAV. We may make a reasonable charge for providing this service. Neither the Registered Contact, any person paying into the Shariah Baby Bond[®], nor the child, will receive any such reports and accounts automatically.

11.3 The Registered Contact may ask us to arrange for them to attend any meeting of shareholders in the SICAV fund, but they will not be able to exercise any voting rights. We may make a reasonable charge for providing this service.

11.4 The CTF Account Manager will not exercise any voting rights on behalf of the Registered Contact.

12. Liability

12.1 We are liable for any act of negligence or knowing default, or omission, on the part of the CTF Account Manager, whether or not it gives rise to a breach of the FSA rules, the Regulations, or these Terms & Conditions (or any of them).

12.2 Neither we, nor the CTF Account Manager, are liable for any loss the child may suffer due to:

- (a) a fall in the value of any SICAV fund shares or other investments held for the Shariah Baby Bond[®], or
- (b) a delay in clearing any payment made by any person or (in respect of a transfer) by another CTF account manager.

12.3 Neither we, nor the CTF Account Manager, accept any responsibility for the Shariah Baby Bond[®] (or for a CTF account transferred from another CTF account manager) until all relevant cleared funds have been received by the CTF Account Manager. Regardless of the method of payment, if cleared funds are not received within 7 days of accepting instructions from a payer, the CTF Account Manager will be entitled to cancel any transaction for the purchase of investments for the Shariah Baby Bond[®].

12.4 The Registered Contact agrees to indemnify us, or the CTF Account Manager (as appropriate), against any liability we or it may incur in connection with the Shariah Baby Bond®, other than any liability as described in 12.1 above.

13. Void CTF accounts

13.1 The CTF Account Manager will void the Shariah Baby Bond[®] CTF account if it is told to do so by HMRC.

13.2 If the CTF Account Manager has to void the Shariah Baby Bond®, it will notify the Registered Contact of this as soon as possible and cash-in the SICAV fund shares at the price applicable on the first valuation point after the date it receives HMRC's instructions. If voiding should happen during the period that lifestyling is in progress, the CTF Account Manager will realise any other investments held for the Shariah Baby Bond® at the same time. As far as is reasonably possible, it will pay the resulting amounts, less any amount it may reasonably deduct to cover the cost to it of voiding the Shariah Baby Bond® (including any tax liability), to the person or persons who had made the payments to the Shariah Baby Bond[®]. If the identity of any payer cannot be established, the money will be repaid to the child, care of the Registered Contact. Repayment in respect of the government contribution will be made to HMRC.

13.3 If the CTF account is made void, then any income or growth earned by the money paid in to it before it was made void will be subject to income tax or capital gains tax (or both). Any such tax due will be payable by the person who made the payment into the account. If the identity of any payer cannot be established, any

tax due will be payable by the child (to the extent that any relevant personal allowance(s) are exceeded) and must be accounted for to HMRC by the Registered Contact on their behalf.

14. Transfer to a Non-Stakeholder CTF account

14.1 At any time the Registered Contact can instruct the CTF Account Manager to transfer the Shariah Baby Bond® Stakeholder CTF account to a Non-Stakeholder CTF account offered by us or another CTF account manager. The CTF Account Manager will wait 14 days from receipt of the instruction before making the transfer, during which period the Registered Contact will have the right to change their mind.

14.2 The CTF Account Manager will cash-in the SICAV fund shares on the next valuation point after expiry of the period of 14 days described in Condition 14.1 above. If the transfer should happen during the period that lifestyling is in progress, the CTF Account Manager will also realise any other investments held for the Shariah Baby Bond[®] at the same time.

14.3 If the transfer is to a Non-Stakeholder CTF account provided by us, the CTF Account Manager will immediately use the cash-in value of the SICAV fund shares, and the realised value of any other investments, to purchase shares in such other fund or funds, and/or other relevant investments (if the transfer happens during the period that lifestyling is in progress), as instructed by the Registered Contact.

14.4 The CTF Account Manager does not make a separate charge for making a transfer to a Non-Stakeholder CTF account, but the transfer value will be treated as a new investment and its standard charges for Non-Stakeholder CTF accounts will apply.

14.5 If the transfer is to a Non-Stakeholder CTF account provided by another CTF account manager, the CTF Account Manager will take the action described in Condition 16.3 below.

15. Transfer from another CTF account manager

15.1 At any time the CTF Account Manager will accept a transfer from another authorised CTF

account manager of an amount equal to the value of a CTF account held with that CTF account manager.

15.2 The CTF Account Manager will only accept transfers from another CTF account manager in the form of cash.

15.3 The Registered Contact must complete the transfer application form we provide. The CTF Account Manager will wait 14 days from receipt of this form before applying to the existing CTF account manager to transfer the value of the CTF account, during which period the Registered Contact will have the right to change their mind.

15.4 The CTF Account Manager does not make a charge for accepting a transfer from another CTF account manager.

16. Transfer to another CTF account manager

16.1 At any time the Registered Contact can ask the CTF Account Manager to transfer to another authorised CTF account manager which has agreed to accept the transfer, an amount equal to the then total current value of the Shariah Baby Bond[®].

16.2 The CTF Account Manager will only make transfers to another CTF account manager in the form of cash.

16.3 In order to make the transfer the CTF Account Manager will cash-in all SICAV fund shares at the price on the first valuation point after either (1) it receives the instruction to transfer or (2) all payments into the Shariah Baby Bond[®] (other than government contributions) have been cleared, whichever is the later, or, if the Registered Contact instructs transfer by a later date, the last valuation point before that date. If the transfer should happen during the period that lifestyling is in progress, the CTF Account Manager will realise any other investments held for the Shariah Baby Bond® at the same time. The CTF Account Manager will pay the total resulting amount to the new CTF account manager.

16.4 The CTF Account Manager does not make a charge for making a transfer to another CTF account manager.

17. Withdrawals

17.1 Except as explained in Conditions 17.4 and 17.6 below, nobody may make any withdrawals from the Shariah Baby Bond[®] before the child has reached age 18. On their 18th birthday, the child may withdraw the total value of their Shariah Baby Bond[®]. They will have no tax to pay on the amount withdrawn. Any amount not withdrawn may be reinvested in any suitable product (other than a CTF account) then offered by us, or by any other provider, but future income and growth may not be tax-free.

17.2 On withdrawal the CTF Account Manager will realise all investments held for the Shariah Baby Bond® at that time, and pay the resulting amount to the child. If any SICAV fund shares are still held for the Shariah Baby Bond®, the CTF Account Manager will cash-in such shares at the price applicable on the valuation point on the child's 18th birthday, or on the next valuation point after that if the birthday is not a working day. We will make payment by cheque drawn in the child's favour, or by direct credit to a UK bank account in their name. We may request production of evidence of their identity as required by international anti-money laundering regulations.

17.3 If any money is not withdrawn by the child on their 18th birthday, we will close their Shariah Baby Bond® and realise all investments held for it at that time as described in Condition 17.2 above. We will place the cash-in value of the Shariah Baby Bond® in an interest bearing client money account in our name with an appropriate institution authorised under the Financial Services & Markets Act, 2000. Any interest earned by the money after then will be taxable. Tax must be accounted for by the child to HMRC. We will not pay any interest on the money while it is held in the client money account.

17.4 Should the child become terminally ill at any time before their 18th birthday, withdrawals from the Shariah Baby Bond[®] by a person with parental responsibility for the child (or by the child themself if aged 16 or over) may be permitted by HMRC. Application for permission to make such withdrawals must be made directly to HMRC by the Registered Contact. For this purpose, 'terminally ill' means that the child suffers from a progressive disease of which they can reasonably be expected to survive for no longer than 6 months.

17.5 Upon receiving permission from HMRC, the CTF Account Manager will allow the withdrawal of any amount, or series of amounts, requested on behalf of the child (or by the child if aged 16 or over). In order to effect each withdrawal the CTF Account Manager will cash-in such number of SICAV fund shares as is necessary, at the price on the first valuation point after either (1) it receives the instruction to withdraw or (2) all payments into the Shariah Baby Bond® (other than government contributions) have been cleared, whichever is the later, or, if the Registered Contact instructs withdrawal by a later date, the last valuation point before that date, to produce the requested withdrawal amount. If the withdrawal should happen during the period that lifestyling is in progress, the CTF Account Manager will, if necessary, also realise at the same time such other investments held for the Shariah Baby Bond® as is required to produce the requested withdrawal amount. The CTF Account Manager will pay the total resulting amount to the Registered Contact (or to the child themself if aged 16 or over). The CTF Account Manager will maintain the Shariah Baby Bond® in force until the child's 18th birthday, regardless of its residual value after the withdrawal(s) have been made. New payments may continue to be made into the Shariah Baby Bond®, subject to the limits shown in the Kev Features section above, under "How much can be paid in to a Shariah Baby Bond®?"

17.6 The CTF Account Manager may make withdrawals from the CTF account in respect of its charges. See "What are the charges?" in the Key Features section above.

18. Death of the child

18.1 If the child should die before they reach age 18, the Shariah Baby Bond[®] will end. The

value of the account as at the date of death will pass to the child's estate and form part of that estate for inheritance tax (IHT) purposes.

18.2 Before the CTF Account Manager can pay out the value of the Shariah Baby Bond® to the child's personal representative(s), they will have to provide (at their own expense) documentary evidence of the child's death and of their entitlement to claim payment. The original Registrar's copy Death Certificate will normally be sufficient, unless the child was old enough to make a will and had done so, when a copy of the will (or Grant of Probate) will also normally be required.

18.3 The CTF Account Manager will cash-in all SICAV fund shares held for the Shariah Baby Bond® at the price applicable on the first valuation point after receiving evidence of the child's death. If death should happen during the period that lifestyling is in progress, the CTF Account Manager will realise any other investments held for the Shariah Baby Bond® at the same time. The CTF Account Manager will pay the resulting amount into an interest bearing account with an appropriate institution authorised under the Financial Services & Markets Act 2000. It will pay the amount due to the child's personal representative(s) when it has received the documentary evidence referred to in Condition 18.2 above. It will not pay any interest on the money while it is held in the client money account.

18.4 All growth in the value of the investments held for the Shariah Baby Bond® up to and including the date of the child's death will be free from tax. Any income or growth arising after the date of the child's death, but before the CTF Account Manager can pay out the value of the Shariah Baby Bond® to the child's personal representative(s), will be subject to tax. The CTF Account Manager will deduct such tax from the amount it pays them and account for it to HMRC.

19. Schemes of arrangement

19.1 If shares within the fund held for the Shariah Baby Bond[®] are subject to a scheme of

arrangement, the holding will continue into the successor SICAV unless the CTF Account Manager does not offer the successor SICAV for Shariah Baby Bond® Stakeholder CTF account investment. In this event the CTF Account Manager will require the Registered Contact to switch the holding to another SICAV or other collective investment scheme that it does offer for Shariah Baby Bond® Stakeholder CTF account investment, or to transfer the value of the Shariah Baby Bond® to another authorised CTF account manager.

20. Data Protection

20.1 The Data Protection Act 1998 regulates the way we can use data we have collected from anyone, and requires that we obtain their consent before we can use their personal data. The Registered Contact gives this consent in respect of both themself and the child by making the declaration in the application. Consent covers all members of the Group and their agents or administrators, and any other organisations associated with the Group in trading under The Children's Mutual name, and also (for marketing purposes only) selected third parties.

20.2 We use personal data solely for the purposes of setting up and administering any investments with us, or with any member of the Group, and for business analysis purposes, and for the prevention of fraud, and to send details of other goods and services we can offer or promote (unless you have indicated that you do not wish to receive such material).

21. Rights of third parties

21.1 Neither the Registered Contact, nor any person making payments into the Shariah Baby Bond[®] for, or on behalf of, the child, will obtain any rights under the Contracts (Rights of Third Parties) Act, 1999 to the Shariah Baby Bond[®] or to any of the investments held for it.

22. Changing these Conditions

22.1 Subject to the FSA rules and the Regulations, and to giving the Registered Contact written notice at least 30 days beforehand, the CTF Account Manager has the right to change, or add to, these Terms & Conditions at any time.

- 22.2 The purpose of any change will be to:
- (a) make the Terms & Conditions fairer, or easier to understand, or
- (b) correct any mistake or omission, or
- (c) give effect to any change to the FSA rules or the Regulations (or both), or
- (d) reflect new practices or developments, or
- (e) reflect operational changes, or for any other valid reason.

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