

## **BOUTIQUE COLLECTIVE INVESTMENTS (RF) (PTY) LTD - TERMS AND CONDITIONS**

Boutique Collective Investments (RF) (Pty) Ltd (“BCI”) administers the BCI unit trusts. BCI is an authorised Manager in terms of the Collective Investment Schemes Control Act.

### **1. Introduction**

This website, [www.bcis.co.za](http://www.bcis.co.za) (“website”), is owned and operated by Boutique Collective Investments (RF) (Pty) Ltd (“BCI”), a private company registered in the Republic of South Africa, registration number 2003/024082/07, with its registered business address at Catnia Building, Bella Rosa Village, Bella Rosa Street, Bellville, 7530. BCI administers the BCI unit trusts. BCI is an authorised Manager in terms of the Collective Investment Schemes Control Act (“CISCA”).

### **2. Acceptance**

You hereby acknowledge and agree that the use of this website is governed by the Terms and Conditions stated hereunder. By using this Website you agree that you have read and understood these Terms and Conditions and that you accept them to be binding upon you. We may amend the Terms and Conditions from time to time, in which case the amended Terms and Conditions will automatically apply. We therefore recommend that you acquaint yourself with the Terms and Conditions on a regular basis. These terms and conditions become effective when you access the site and it governs our respective rights and obligations each time you access this site. If you disagree with the Terms and Conditions, then please do not make use of this site.

Should there be a conflict between any provision contained in a hard copy of a document produced by BCI, whether signed by BCI or not, and any portion of the content contained in this website or any document submitted to BCI through this website, the provision contained in the hardcopy of the document produced by BCI will prevail irrespective of whether the hardcopy of the document has already been produced or will be produced in the future. This agreement applies in addition to the other relevant Terms & Conditions that govern your investment in BCI and our relationship with you.

### **3. Jurisdiction**

The Terms and Conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

All transactions and interactions conducted in this website shall be subject to South African law and only South African courts shall have jurisdiction to hear disputes arising from such transactions or from these Terms & Conditions. The Terms & Conditions do not, however, restrict, or purport to restrict, your right to submit a complaint to any other body in terms of applicable law, including consumer and financial services laws which cannot be altered by contract.

### **4. Access and information and/or documentation provided**

The Website will provide you with the ability to view your personal and investment data as well as to submit information via the Website, for example application forms and updating your personal information. To register you will have to complete and submit a registration form and/or other documents as BCI may require. BCI retains the right to request additional information before we accept and process any instructions. BCI is entitled to accept all the information provided as accurate and truthful and BCI will not enquire as to the authority or identity of any person who accesses the site or transmits information provided that such access to the Website complies with our user access requirements communicated to you based on these Terms and Conditions.



When submitting scanned and other electronic documents, you have to comply with all our requirements. You hereby indemnify BCI and hold BCI harmless from any cost, damage and/or loss arising from accepting this information and or documentation and relying on the content provided.

BCI has to comply with all anti-money laundering and financial intelligence centre requirements.

Unless reflected on our investor transaction statements, no instruction shall be deemed to have been received by BCI and BCI reserves the right to accept or reject any application for access to the Website and/or submissions made by you at our sole discretion. BCI may reject and/or reverse any instructions and/or transactions upon reasonable grounds at any time – and if BCI does so, you will have no claim or recourse against BCI for any actual and/or potential loss and/or damage.

BCI will use all reasonable endeavours to provide you with continuous access to the Website as well as error free information. BCI cannot guarantee the security of this Website and/or any transactions.



However, we will take reasonable measures to ensure the security and accuracy of the information published on this site. There will be periods where the Website is closed for maintenance and/or software upgrades – this may happen during office hours. BCI will not be held liable for any loss incurred or suffered arising from any cause whatsoever as a result of any suspension or downtime of the Website.

BCI will accept and process information received during South African working days only and we will apply the cut-off times set-out below.

BCI may suspend or terminate your access to the Website at any time and without notice.

## **5. Nature of information and data provided**

All information is provided "as is" and should not be treated as professional or any other kind of investment advice. Please consult a financial advisor for any advice or information relating to our unit trust funds. We do make use of the services of other organisations to provide information and to update this Website. We do not have any control over this information and we do not make any representations or warranties of any nature as to its accuracy, appropriateness or correctness.

## **6. No Offer**

No information or content contained in this website should be interpreted as an offer. All of our services offered are subject to signature of the appropriate application forms and other related documentation and are governed by our standard terms and conditions. We shall, therefore, not be bound in any way until a formal written agreement has been entered into.



## **7. Onus of proof and retention of Records**

In the event of a dispute as to the information or documents provided to us through the use of the Website, BCI will assume that the records maintained by BCI are correct unless you are able to prove the contrary. You accept that BCI will not be responsible and disclaims all liability for any claims arising from the late or delayed attendance, due to technical or connectivity failures outside our control.

## **8. Privacy**

BCI respect users' rights to confidentiality and privacy and we will do all things reasonably necessary to protect your rights of privacy whilst using the Website.

## **9. Disclaimer and limitation of liability**

BCI accepts no liability whatsoever from you placing any reliance upon any information and/or data obtained from this Website for any purpose. Use of this site is entirely at your own risk and you hereby assume full responsibility for using it and any resultant actual or potential consequences, losses and or damages.



## 10. Copyright

You acknowledge and agree that we retain all copyright, website content (“content”) and intellectual property rights made available through this website. All information displayed on the website is subject to the copyright of BCI or its licensors. All trademarks, logos and designs, whether registered or not, used on this website are those of BCI and are protected by intellectual property laws.

Your access to this website does not in any way convey or transfer any right in or to the intellectual property rights of BCI. Unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other use, or exploitation of this material will constitute an infringement of such protection.

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## 11. Complaints and disputes

We will deal with any complaints and queries that you may have in line with our Complaints Policy. Should you have any complaints, please feel free to contact us at [complaints@bcis.co.za](mailto:complaints@bcis.co.za).

## 12. Links to Third Party Sites

This website may contain hypertext links to websites on the Internet which are operated by third parties. Visitors to our website are advised to use caution and discretion when searching or accessing such links. Under no circumstances do we take responsibility for the content and/or services or products offered on third party websites that may be linked to this website and we give no warranty, guarantee and make no representation in respect of such linked websites.

Links to third party websites are provided only for your convenience and you remain solely responsible for complying with the terms and conditions applicable to such third party websites.

## 13. General Collective Investments disclaimer

Collective Investments (CIS) are generally medium to long term investments. Past performance is not necessarily a guide to the future. Collective Investments are traded at ruling prices and may engage in borrowing and scrip lending. Unit trust prices are calculated on a net asset value basis, which is the total value of all assets in the portfolio including any income accrual and less any permissible deductions from the portfolio. A schedule of fees and charges and maximum commissions is available from the manager/scheme. Commission and incentives may be paid and if so, will be included in the overall costs. The fund manager may borrow up to 10% of the portfolio to bridge insufficient liquidity. Forward pricing is used. BCI is a full member of the Association for Savings & Investment SA (ASISA).

Participatory interests (units) are priced using the forward pricing method, and prices are calculated on a net asset value (NAV) basis. The NAV price is the price at which you can buy or sell units. NAV can be defined as the total market value of all assets in the fund, including any income accruals, less any permissible deductions in terms of the Act, divided by the number of units in issue. Permissible deductions include brokerage, auditor’s fees, bank charges, trustee fees and service charges of the manager.

The investor applies to invest in the collective investments managed by BCI in accordance with the provisions of BCI at the ruling purchase price at the close of business on the date of receipt of the funds by BCI, or being placed in receipt of this application, whichever is the later, provided it is received by the daily cut off time of 14h00 (South African time). If received after 14h00 (South African time) then the following business day’s ruling prices shall be used to calculate the purchase value of the investment. Cut off for money market funds are 11:30am. The funds are priced daily at 15h00.



BCI will not be liable for any loss incurred due to incorrect information being supplied by the investor and/or your financial advisor.

Without prejudice to any other rights which BCI may have in terms hereof or at law, the investor agrees that BCI shall be entitled to recover from the investor any amount of money paid to the investor which the investor is not entitled to for whatsoever reason, including interest thereon.

Should BCI be prevented from fulfilling any of its obligations in terms of an application as a result of an event not within the reasonable control of BCI, those obligations shall be deemed to have been suspended to the extent that and for as long as BCI is prevented from fulfilling those obligations.

All fees and expenses applicable to the investment as explained or disclosed to the investor in any fund fact sheets and or marketing material shall be deducted from the investments.

All payments will be electronically transferred into the bank account of the investor only.

#### **14. Transactions**

It is a condition of use that, prior to transacting on this website, you confirm that you have read and understood the most recent Minimum Disclosure Documents and relevant fund information which you hereby do by clicking the "Accept" button below.

Please refer to our website, [www.bcis.co.za](http://www.bcis.co.za), for the most recent minimum disclosure documents and other relevant information. If you do not understand the contents of the information provided in the minimum disclosure documents please consult an authorised financial adviser.

#### **Contact details - BCI client services:**

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Fax: +27 (0)86 502 5319

E-mail: [clientservices@bcis.co.za](mailto:clientservices@bcis.co.za)

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