



Scarisbrick Hall and School Ltd
M Lawrence & Co Chartered Accountants
213 Station Road
Stechford
Birmingham
B33 8BB

2 March 2015

Dear Sirs

Wallisdown Arkansas Ltd Retirement Benefits Scheme

Please find enclosed a Scarisbrick Hall and School Share Application Pack in favour of the above pension scheme for £12,560.00.

Please ensure the share certificate is made out to the pension scheme "Wallisdown Arkansas Ltd Retirement Benefits Scheme" with the registered scheme address of:

**Cranfords
1 The Pavilions
Cranford Drive
Knutsford
Cheshire
WA16 8ZR**

Please then issue the certificate to ourselves for onward transmission to the member.

If you have any queries please do not hesitate to contact me.

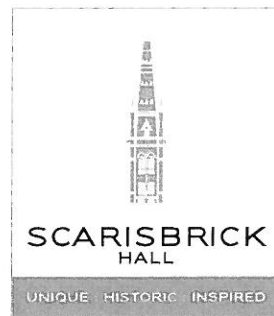
Yours sincerely,

**Emma Dane
Senior Pensions Administrator**



t: 0844 410 0037 f: 0844 410 0038 e: admin@cranfords.biz w: www.cranfords.biz

Cranfords is the trading style of the company registered under the number of 3110950 at 1 The Pavilions,
Cranford Drive, Knutsford Business Park, Knutsford, Cheshire WA16 8ZR
and name of 3110950 Limited.



SCARISBRICK HALL AND SCHOOL

Share Application Pack

FAQs, Application Procedure, Application Form
& Investor Agreement

Frequently Asked Questions

Q: Can I withdraw money early from the Scarisbrick Hall and School Limited Investment?

A: As a result of the lack of marketability of the shares in the company, it is unlikely that it will be possible to make a withdrawal from your investment until after three years.

Q: What is the minimum and maximum I can invest?

A: The minimum investment is £10,000. The maximum is the number of available shares at the time of subscription.

Q: Who owns the investment in the Company?

A: You are the beneficial owner of shares in the company in which you invest. You will have a direct investment in the shares of Scarisbrick Hall and School Limited. However, if you acquire the shares through your SIPP / SSAS providers, it will be owned on your behalf by them.

Q: Can I own my investment jointly with my spouse?

A: Yes, Investments in Scarisbrick Hall and School Limited can be jointly owned – you should speak to your tax advisor for any tax implications.

Q: How do I apply?

A: Please complete the Investors Application Form within this document.

Q: Who do I make my cheque payable to and where do I send it?

A: Your cheque should be made payable to 'Scarisbrick Hall and School Limited'. This cheque, along with your completed Application Form should be sent to:
M Lawrence & Co. Chartered Accountants
213 Station Road,
Stechford,
Birmingham B33 8BB
If you choose to invest through your pension provider, the payment will be made through them.

Q: Can I pay by via CHAPS/BACS?

A: Yes, please transfer your investment to the following bank account ensuring that you reference the payment with your name:
Sort code: 40-16-25 Bank: HSBC
Account No: 51504681 Branch: Castle Bromwich, Birmingham

Q: What should I expect after I invest?

A: We will acknowledge receipt of your application and confirm your share holding.

SIPP RELATED FAQs

Q: What is a Self Invested Personal Pension?

A: A SIPP is a specialised type of personal pension that allows you to prepare for your retirement in a tax-efficient way. It's also much more flexible than many other kinds of pension – giving you a range of options on how you invest before you retire and how you take your benefits when you do retire. In short, a SIPP is a pension that gives you ultimate control when you're planning for your future.

Q: What tax relief will I receive?

A: The contributions you make to your plan are net of basic-rate tax. So, when you pay into your SIPP, the SIPP provider should reclaim the tax from the HMRC. If you're a higher-rate taxpayer, you can reclaim the higher-rate tax directly from the HMRC.

Q: What can I invest in?

A: SIPPs offer a wide range of investment options, dependant upon the terms of each SIPP provider.

Q: What can't I invest in?

A: It is important to note you can't invest in:

- Taxable assets such as works of art, fine wines and vintage cars.
- Residential property.

Q: Can I transfer existing assets into my SIPP?

A: Yes, you can do this – but only at the trustees' discretion.

Q: Can I transfer my SIPP elsewhere?

A: Yes – It may be possible to transfer your shares "in-specie" to another pension scheme. However, due to the liquidity of the shares, you may not be able to redeem your shares to enable a cash transfer.

SSAS RELATED FAQs

Q: What is a (SSAS) Small Self-Administered Pension?

A: This is a Her Majesty Revenue & Customs (HMRC) Approved scheme which is set up by a company for an employee or indeed for a director. The individual controls how the SSAS is invested.

Q: What are the benefits of a Small Self-Administered Pension?

A: The benefits are that the pension is flexible and allows you a high element of control. You have a large selection of investment options such as direct properties, shares and bonds to suit your risk profile. You have complete investment control of your pension. You also have large scope to make contributions into the scheme.

Q: Who are the parties involved in my Small Self Administered Pension or SSAS?

A: The parties involved are as follows:

- Your Employer / Company
- The Pensioner Trustee - Signature Trustee Services
- You The Member
- The Administrator

Q: When can I retire from a Small Self Administered Pension (SSAP / SSAS)?

A: You can retire at any time after age 50..

If you need any help with any aspect of your application, please call us on 0121 784 5321.

Investment Application Procedure

SECTION 1

Please insert your full name, permanent address, daytime telephone number, date of birth, email address and national insurance number. Joint applications are permitted; a separate application form is required for this purpose.

SECTION 2

Please provide details of one or more of the pension trustees.

SECTION 3

Please note that the minimum investment is £10,000.

SECTION 4

Please attach your cheque or bankers' draft to the Application Form for the total amount of your investment.

Please make cheques payable to 'Scarisbrick Hall And School Ltd' and crossed 'A/C Payee only'. Cheques must be from a recognised UK Bank or Building Society account and your payment must relate solely to this application.

Sort code: 40-16-25 Bank: HSBC

Account no: 51504681 Branch: Castle Bromwich, Birmingham

Please reference bank transfers with your surname and initials.

SECTION 5

Please provide the relevant ID when applying for the first time.

If you are making an application via your SIPP / SSAS; ID documentation will need to be sent via your SIPP / SSAS provider.

SECTION 6

Authorised financial intermediaries who are entitled to receive commission should stamp and complete Section 6, giving their full name and address, telephone number and details of their authorisation under the Financial Services and Markets Act 2000.

The right is reserved to withhold payment of commission if BriceAmery Capital Ltd is not, in its sole discretion, satisfied that the financial intermediary is authorised.

SECTION 7

Read the declaration and sign and date the Investment Application Form.

Please send your completed Application Form and your cheque (made payable to Scarisbrick Hall and School Ltd) or bankers' draft to:-

M Lawrence & Co Chartered Accountants

213 Station Road,

Stechford,

Birmingham B33 8BB

If you need any help with any aspect of your application, please call either the Investment Registrar on 0121 784 5321.

SIPP / SSAS INVESTORS

Please complete ALL sections of the Investment Application Form.

Tick once completed.

Section 1 ☐

Section 2 ☐

Section 3 ☐

Section 4 ☐

Section 5 ☐

Section 6 ☐

Section 7 ☐

DIRECT INVESTORS

Please complete sections 1, 3, 4, 5 and 7.

Tick once completed.

Section 1 ☐

Section 3 ☐

Section 4 ☐

Section 5 ☐

Section 7 ☐

Share Application Form

SECTION 1: Investor Details

TITLE (Mr / ~~Mrs~~ / ~~Ms~~ / Other)

FORENAME NEVILLE

MIDDLE NAME EDWARD

SURNAME ROGERS - WALLISDOWN ARKANSAS LTD RETIREMENT BENEFITS SCHEME

DATE OF BIRTH 10/06/1965

NATIONALITY BRITISH

RESIDENTIAL ADDRESS ~~288 B WALLISDOWN ROAD~~ CRANFORDS
~~BOURNEMOUTH, DORSET~~ 1 THE PAVILIONS
CRANFORD DRIVE
KNUTSFORD, WA16 8ZR

POSTCODE BH11 8PN

LENGTH OF TIME AT THE ADDRESS ABOVE 1 YEAR~~X~~ 11 MONTHS

HOME TELEPHONE ~~01202 520325~~

MOBILE TELEPHONE ~~07977 742581~~

WORK TELEPHONE 0844 410 0031

EMAIL Admin@CRANFORDS.BIZ

TAX DISTRICT

TAX REF NO

NATIONAL INSURANCE NO. NH 06 76 8 2 A

IF LENGTH OF RESIDENCY IS LESS THAN 3 YEARS PLEASE PROVIDE PREVIOUS RESIDENTIAL ADDRESS:

PREVIOUS RESIDENTIAL ADDRESS ~~23 TEDDER ROAD~~
~~BOURNEMOUTH, DORSET~~

POSTCODE ~~BH11 8BT~~

SECTION 2: Applicant Pension Trustee (Only applicable if investing through your SIPP/SSAS)

Insert name of Scheme Manager and reference numbers

Signed



Date

17-11-2014.

SECTION 3: Investment Amount

Number of shares at £10.00 (Ten Pounds Sterling) (minimum 1000 shares)

1,256

Total value of shares purchased in Scarisbrick Hall and School Limited

£12,560.00

SECTION 4: Payment

I attach my cheque made payable to Scarisbrick Hall and School Limited for the amount above

Tick

CHAPS / BACS payment to Scarisbrick Hall and School Limited

HSBC Bank Plc, Sort Code: 40-16-25 Account Number: 51504681

Tick

✓

SECTION 5: Money Laundering Regulations

The verification of identity requirements in the Money Laundering Regulations 2007 will apply and verification of the identity of the Applicant may be required. Failure to provide the necessary evidence of identity may result in your Application being treated as invalid or result in a delay. You must ensure that enclosed with the Application Form is one document from list A below and one document from list B below. Each item must be original, less than three months old and should show your name and permanent residential address.

Original documents will be returned by post at your risk. Alternatively, verification of the Applicant's identity may be provided by means of a "Confirmation of Verification of Identity" in the prescribed form from an EEA regulated financial institution which is required to comply with EU Money Laundering Directives.

I enclose two forms of identification from the following.

1. Passport or Driving License

2. Utility Bill (but not a mobile phone bill)

Council Tax bill (for the current year)

Original correspondence or tax notification from HMRC

Building Society or Bank statement

SECTION 6: To be completed by the Financial Advisor

FIRM NAME

CONTACT NAME

ADDRESS

POSTCODE

TELEPHONE

FAX

EMAIL

FCA REGISTRATION NO.

Details of your bank account so that commission can be paid to you via BACS

ACCOUNT NAME

ACCOUNT NO.

SORT CODE

Special Instructions

By submitting this application form:

- i. I agree that I have read and understood the Terms of Business for Intermediaries and that I agree to be bound by such Terms of Business;
- ii. To the extent I am an Appointed Representative, I warrant and represent that my principal has also accepted the Terms of Business for Intermediaries.

Share Application Form

SECTION 7: Declaration

If this form is completed and signed by the investor named in Section 1:

By signing this form I HEREBY DECLARE THAT:

- i. I have read and understood the relevant Information Memorandum and the risk factors set out in it, and agree to be bound by the terms and conditions set out in the Investor Agreement;
- ii. I am applying on my own behalf;
- iii. To the best of my knowledge and belief, the personal details I have given are correct; and
- iv. I confirm I have read and understood the investment objectives of the Scarisbrick Hall and School Limited; and
- v. I consent to BriceAmery's best execution policy and the execution of trades on my behalf outside of a recognised investment exchange or multi-lateral trading facility.

If this form is completed and signed by an authorised financial intermediary or any other legal representative on behalf of the investor:

By signing this form on behalf of the individual whose details are shown above, I make a declaration (on behalf of such individual) on the terms of sub-paragraphs i. to v. Above

Signed



Date

17-11-2014.

If the application is made through a SIPP / SSAS provider, the liability of the trustees shall not be joint and several, but limited to the extent of the assets of the pension fund.

Please send your completed Application Form and your cheque (Made payable to Scarisbrick Hall and School Ltd) or bankers' draft to:-

M Lawrence & Co Chartered Accountants
213 Station Road,
Stechford,
Birmingham B33 8BB.

If you need any help with any aspect of your application, please call either the Investment Registrar on 0121 784 5321.

Investor Agreement

This Investor Agreement sets out the terms and conditions for the Scarisbrick Hall and School Limited investment.

DEFINITIONS

The definitions below are designed to assist your reading and understanding of the Investor Agreement. References to statutes, FCA Rules and any other rules or regulations shall be taken to include any amendments made to them from time to time.

Agreement or Investor Agreement

This customer agreement, completed investor application form and any relevant sections of the Information Memorandum as mentioned within the body of this customer agreement.

Application Form

The investor application form attached.

Approved Bank

HSBC Bank Plc, or such other bank appointed by us to hold client money in accordance with the applicable FCA Rules.

Associate

Any holding, sister or subsidiary company of BriceAmery Capital Ltd and any Director thereof.

Business Day

A day (other than a Saturday or a Sunday) on which banks are open for business in London.

Client

Means the person who is the purchaser of the shares. If you make an investment via a SIPP / SSAS, the Client will be the Pension Scheme Trustee(s).

Custodian

Any entity (which may be an Associate or a third party), whom we appoint to carry out safe custody and administration (and related) services in relation to your investments.

Completion

Means the completion of the granting of shares in the Company under this Contract.

FCA

Financial Conduct Authority.

FCA Rules

Those rules made by the FCA for the regulation of the conduct of our business BriceAmery, BriceAmery Capital, us or we BriceAmery Capital Limited, a company registered in England & Wales under company number 5523093 and with a registered address at 6th Floor Albemarle House, 1 Albemarle Street, London, W1S 4HA.

Price

Means the price paid by the client in return for the Shares.

Product Brochure

The Scarisbrick Hall and School Limited Information Memorandum in force at the time of signing this Investor Agreement.

Purchase

Means the purchase price for the shares in the Company.

The Company

Means Scarisbrick Hall and School Limited a Public Limited company incorporated in England and Wales under company number 08265460 whose registered office is at 1st Floor Weld Parade, Weld Road, Birkdale, PR8 2DT.

The Contract

Means this contract for the grant of shares in the Company.

These Conditions

Means the terms and conditions of sale set out in this document.

You

Means the Client.

Writing

Includes any communications effected by facsimile transmission, electronic mail or any comparable means.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation

1. Agreement

This Agreement constitutes the contract between you and us appointing us to constitute and direct your investments in accordance with the Investment Memorandum. By signing this agreement you confirm that: (1) you have read and understood the Investment Memorandum and accept the Investor Agreement; (2) your investment will be operated in accordance with the terms and conditions set out in this Agreement; (3) The Company shall issue and the Client shall purchase the agreed number of shares in the Company in accordance with these Conditions and (4) this Agreement shall supersede, replace and operate to the entire exclusion of any previous or other terms and conditions.

2. Regulatory Status

BriceAmery Capital Limited is authorised and regulated by the FCA with a Firm Reference Number of 489602. Details of our registration can be checked on the FCA's website at www.FCA.gov.uk. The address of the FCA is 25 The North Colonnade, Canary Wharf, London E14 5HS.

3. Start Date

3.1 This Agreement will come into force (and therefore we are able at our discretion to start directing your investment) on the date of receipt by us of your duly completed and signed Application form and client suitability disclosure (or if later, on the date by which we have cleared funds and have completed any compliance procedures required of us in accordance with the Money Laundering Regulations 2007).

3.2 The compliance procedures discussed at 3.1 above include requiring proof of your identity and of your address, or that of any person with legal control over the investment. Under the Money Laundering Regulations 2007, we are required to check the identity of clients. You authorise BriceAmery Capital to undertake an electronic

search for the purposes of verifying your identity. To do so, BriceAmery Capital may check the details you supply against your particulars on any database (public or other) to which we have access. BriceAmery Capital may also use your details in the future to assist other companies for verification purposes. A record of this search will be retained. If we cannot verify your identity, we may ask you to provide, among other things, a recent, original bank statement and an original HM Revenue & Customs Tax Notification, or a copy of your passport certified by a bank, solicitor or accountant or a Client Verification Certificate from your IFA.

4. Cancellation Rights

4.1 When we first receive your Application Form, if you wish to exercise your right to cancel, you must notify us in writing within 7 days of receipt of that form, by sending it duly completed to us at our address as printed in the Information Memorandum.

4.2 If you exercise your cancellation rights, we shall refund any monies paid by you less a 1% fee to cover our administration charges and for any service undertaken in accordance with the terms of the Agreement. We are obliged to hold your investment monies until we have satisfactorily completed our money laundering checks.

4.3 We will endeavour to return any such monies as described at 4.2

as soon as possible. You will not be entitled to interest on such monies.

4.4 If you do not exercise this right to cancel within the requisite time period, you will still be entitled to exercise your right under clause 18 below to terminate this Agreement which is a separate right.

4.5 The right to cancel under the FCA Rules does not give you the right to cancel / terminate / reverse any particular investment transaction executed for you before cancellation takes effect.

4.6 The agreed number of shares in the company are secured for you on receipt of this Contract. The balance of the Purchase Price is due on or before Completion.

4.7 The number of shares in the Company are strictly limited. If the number of shares requested is not available for any reason then the Company may not be able offer you an equivalent alternative.

4.8 It is your responsibility to satisfy yourself as to the value of any shares you decide to purchase. The Company does not represent that the Purchase Price of any share represents its market value.

5. Title

Following Completion the Company will register your interest in the shares at Companies House, and confirm your share holding in the company.

6. Client Categorisation

6.1 We have categorised you as a retail client for the purposes of the FCA Rules. Irrespective of whether you could be categorised as a professional client for the purposes of FCA Rules. This categorisation has taken place based on our internal client categorisation process. Different rules and different levels of protection apply to you

depending on your client categorisation, and retail clients are generally afforded the highest degree of protection.

6.2 You will receive notification of your categorisation in writing. If at any point after categorisation you wish to be re-categorised, you may do so in writing, or by telephone. Please note that whilst all requests for re-categorisation will be considered, BriceAmery is not obliged to carry out any request.

6.3 You warrant that all information that you have provided to us (including the information provided in your Investment Application Form) is true, accurate and complete in all material respects and you have not omitted any information which may be material to the services to be provided to you. We will have no responsibility or liability to you if such information is untrue, inaccurate or incomplete in any material way. You shall notify us in writing as soon as reasonably practicable if any information you have provided requires to be updated or is no longer correct.

7. Investment Management Services

7.1. You acknowledge receipt of and understand the Information Memorandum and the risk factors set out in it and acknowledge that BriceAmery has not provided you with advice about this product. You agree that investment includes risks arising from the effect of a variety of factors on the share price of a company.

7.2 It is your responsibility (on the advice of your professional financial adviser if appropriate) to keep your financial circumstances, objectives and appetite for risk under review and to assess whether the specific investment selected by you remains suitable for your needs. We shall not be liable for any losses you suffer or incur as a result of your selection (whether or not you have received advice from a professional financial adviser) and cannot and do not make any representation that this investment is suitable or appropriate for your specific needs and requirements.

7.3 Notwithstanding the generality of clause 7.1, and also to clause 14.2 below (aggregation of orders), all transactions for your investment will be undertaken in accordance with the overriding principles of 'Suitability' under the FCA Rules.

7.4 You should be aware that investments are likely to be classified under FCA Rules as "not readily realisable". It may well be difficult or impossible to deal in such investments on a regular basis.

7.5 This is not, nor intended to be a Collective Investment Scheme and is not regulated by the Financial Conduct Authority.

8. Investment Advice

8.1 BriceAmery does not give non-discretionary investment advice or tax advice. This does not mean that we shall not provide you with information on investments held within your Portfolio from time to time. If we give you information on investments or markets such as market trends, investment analysis or commentary on the performance of selected companies this should not be viewed as a personal recommendation or advice – this is for information purposes only.

8.2 Where you have submitted your Investment Application Form through a financial adviser or other professional agent, then you warrant and represent that such person is acting as your agent and therefore we may, subject to applicable FCA Rules, accept instructions and deal with such agent rather than dealing with you directly. In that respect we may share with your agent details of your accounts with us unless you advise us to the contrary in writing. You will notify us in writing as soon as reasonably practicable if the person previously notified to us ceases to be your agent.

9. Delegation and Use of Agents

9.1 We may delegate any of our functions under this Agreement to any Associate or third party of our choosing that is competent (and if relevant, appropriately regulated) to perform such functions.

9.2 We will act in good faith and with due diligence in the selection, use and monitoring of third party delegates.

9.3 Where we have delegated any of our functions to an Associate, we will accept responsibility for the acts and omissions of such Associate as if they were our own.

9.4 You agree that we may at our discretion delegate the provision of administration, nominee and safe custody services to such professional Custodian as we shall reasonably see fit. We may from time to time change or amend the terms of the relationship with the Custodian, including replacement thereof but such terms shall never be more onerous than those we presently have without your consent in writing.

10. Client Money

10.1 All uninvested cash received or held for the account of your Portfolio shall be treated by us under the FCA Rules as 'client money'. We will deal with such cash in accordance with the FCA Rules. In that respect we will deposit the cash in the United Kingdom with an Approved Bank. The Approved Bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right. We will not, however, be responsible for any acts or omissions of the Approved Bank. If the Approved Bank becomes insolvent, we will have a claim on behalf of our clients against the Approved Bank. If, however, the Approved Bank cannot repay all of its creditors, any shortfall may have to be shared proportionately between them.

10.2 Following our acceptance of your application, uninvested cash held in client money accounts will not accrue any interest.

10.3 We may cease to treat your money as "client money" after termination of this Customer Agreement if it remains unclaimed for a period of at least six years and after we have taken reasonable steps to trace you and return the balance.

11. Dealing, Counterparties and Aggregation

11.1 We will act in good faith and with due diligence in our choice and use of counterparties. All transactions will be effected in accordance with the rules and regulations of the relevant market, exchange or trading facility, and we may take all such steps as may be required or permitted by such rules and regulations and/or by appropriate market practice.

11.2 We may aggregate your transactions with those of other customers and of our employees in accordance

with the FCA Rules. It is likely that the effect of such an allocation will not work to your disadvantage however; occasionally this may not be the case. We will allocate aggregated transactions promptly on a fair basis in accordance with the requirements of the FCA Rules.

12. Basis of Sale

12.1 The Company's employees or agents are not authorised to make any representations concerning the Company unless confirmed by the Company in writing. In entering into the Contract you acknowledge that you do not rely on, and waive any claim for breach of any such representations which are not so confirmed in writing.

12.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and you.

13. Conflicts of Interest

13.1 We take the identification and management of conflicts of interest seriously. We have implemented a conflicts of interest policy that identifies those circumstances that constitute, or may give rise to, conflicts of interest that pose a material risk of damage to our customers. This policy also addresses the effective organisational and administrative arrangements that we maintain and operate to manage those conflicts. A copy of our conflicts policy is available on request.

14. Best Execution

14.1 In accordance with the FCA rules, we have implemented an order execution policy which sets out the reasonable steps that we will take in order to obtain the best possible result for our customers.

14.2 BriceAmery will execute trades outside a regulated exchange or multi-lateral trading facility. In signing this customer agreement, you provide consent and authorise BriceAmery to execute such trades on your behalf.

15. Our Liability

15.1 We will act in good faith and with due diligence in managing your investment in accordance with this Agreement. We accept responsibility for loss to you only to the extent that such loss is due to our negligence, wilful default or fraud or that of our Associates and further, nothing shall limit our liability for death or personal injury caused by BriceAmery. In any event, we shall not be liable for any loss of an indirect and/or consequential nature.

15.2 In the event of any failure, interruption or delay in the performance of our obligations resulting from acts, events or circumstances not reasonably within our control (including, but not limited to: acts or regulations of any governmental or supranational bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or services; disruption to stock market dealings; and acts of war, terrorism or civil unrest) we shall not be liable to you for consequent loss in the value of, or failure to perform investment transactions for the account of, your investment.

15.3 Nothing in 15.1–15.2 is deemed to limit any liability we may have to you under the terms of the FCA Rules.

15.4 We are not responsible for loss of goodwill, profit, opportunity or any special or indirect losses.

16. Withdrawals and Transfers

16.1 Your investments are in unquoted companies and are not readily marketable and the timing of any sale

cannot be predicted. It is likely that money invested in these companies will not be readily available.

17. Assignment

17.1 The Company may assign the Contract or any part of it to any person, firm or company. You shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

18. Termination

18.1 The agreement will be automatically terminated on allotment of shares applied by you or in the event of non-allotment, when you application funds are returned to you net of expenses.

18.2 Termination will not affect accrued rights, or any contractual provision intended to survive termination.

18.3 We reserve the right to settle outstanding transactions for your investment at the effective date of termination.

18.4 On termination, we may retain and/or realise such Investments as may be required to settle transactions already initiated and to pay your outstanding liabilities. If there is a dispute as to the payment of fees to us, you may require the disputed amount to be held in an escrow account pending resolution of the dispute.

19. Data Protection and Confidentiality

19.1 We are registered under the Data Protection Act 1998, and as such may keep records in which your name and certain personal information will be stored. Certain information may be shared with Associate companies within the BriceAmery Capital Ltd, for administrative reasons. We may also share some or all of your information with the FCA if we are required to do so in accordance with FCA Rules, and with other governmental, judicial, law enforcement or regulatory bodies if similarly required to do so.

19.2 You have the right, upon payment of a reasonable fee, to receive a copy of the information that BriceAmery holds about you to the extent that it constitutes personal information. For more details, please write to the Compliance Officer.

19.3 We will keep confidential any data or other information which we hold on you. We may however share some or all of this with the FCA if we are required to do so in accordance with FCA Rules, and with other governmental, judicial, law enforcement or regulatory bodies if similarly required to do so.

20. Risk Warnings and Further Disclosures

20.1 General

Your attention is drawn to the risk warnings set out in the Information Memorandum.

20.2 Borrowing and lending

We will not borrow money for the account of your investments, nor lend securities or enter into stock lending or similar transactions.

20.3 Supplement

We cannot require you to add further funds to your investments.

20.4 Limit on investment powers we will not invest in warrants, in units in collective investment schemes or in derivatives of any sort.

21. Complaints Procedure and Compensation

21.1 If you have a complaint, you can contact us via phone,

email or in writing. We will investigate the circumstances and report back to you. If we have given you our final response and you are still dissatisfied you may refer your case within six months to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. The FOS can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR. A copy of our complaints handling procedure is available on request.

21.2 BriceAmery Capital Ltd is covered by the Financial Services Compensation Scheme. You 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 £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

21.1 We may assign this Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to you. This Agreement is personal to you and you may not assign it.

21.2 This Agreement constitutes the entire agreement between us in respect of your investments. Amendments to this Agreement shall be effective only if in writing and agreed by both parties, provided that we may amend the Agreement in circumstances where we are required to do so in accordance with applicable law or to reflect changes in regulations and any such amendment will be effective when notified to you in writing.

21.3 It is not intended that any term contained in this Agreement shall be enforceable, whether by virtue of the Contracts (Rights of Third Parties) Act 1998, common law or otherwise, by any person who is not a party to this Agreement.

21.4 If any part of the wording of this Agreement will become or is declared to be illegal, invalid or unenforceable for any reason, such part or wording will be deleted and will be divisible from the rest of the Agreement, which will continue in force. The failure of BriceAmery to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

21.5 We may send any communication to you at the address which you provide to us in the Application Form (or to any provided address). You may communicate with us at BriceAmery Capital Ltd, 6th Floor Albemarle House, Albemarle Street, London, W1S 4HA. Notice sent by first class post is deemed to have arrived on the second Business Day after posting. Notice sent by fax or email or hand-delivered is deemed to be delivered immediately (or on the next Business Day if sent after 5pm on a Business Day or on a non-Business Day). Our telephone number is 020 7993 8151. Telephone calls may be recorded or monitored for our mutual protection.

21.6 This Investor Agreement is governed by English Law and the parties shall submit to the courts of England.

21.7 These terms and conditions are supplied in English, and we will only communicate in English during the course of our relationship with you.

Important information on completion of this application:

- 1) I/We confirm and understand that I/we offer to invest irrevocably the full amount specified within this application to become a shareholder in Scarisbrick Hall and School Ltd.
- 2) I/We confirm and understand that Scarisbrick Hall and School Ltd reserve the right to refuse any application if they deem the applicant to be not suitable to invest for any reason.
- 3) I/We confirm and understand that this application cannot be cancelled by the applicant once submitted and the applicant must be in a position to complete the full application process upon completion of the application form.
- 4) I/We confirm that I/we are fully aware of the objectives and aspirations of Scarisbrick Hall and School Ltd and understand the business plans set out within the 'Information Memorandum'.
- 5) In the event of death of a shareholder Scarisbrick Hall and School Ltd shall either consent for the shares to be assigned to a third party or redeem the deceased's shares at current market value. The redeeming of shares will incur an administration fee of 10% to be reflected in the final share purchase amount. The Directors of Scarisbrick Hall and School will endeavour to offer an early redemption of the shares due to death within a 12 month period.

