

Terms and Conditions

These terms and conditions relate to the following Investments, namely:
Ashburton Investment account (see section K);
Ashburton Tax Free Savings account (see section L); and
Ashburton Retirement Annuity fund (see section M).

Definitions

“Administrator” means Ashburton Investor Services Proprietary Limited, a company duly incorporated in accordance with the laws of South Africa, with registration number 2011/139123/07 or its successor in title, an administrator of this Contract and an authorised administrative financial services provider (“FSP”) in terms of FAIS, with FSP number 44341.

“Applicable Legislation” means in relation to these Investments, including but not limited to:

- Financial Advisory and Intermediaries Services Act No. 37 of 2002 (“FAIS”);
- Financial Intelligence Centre Act No. 38 of 2001 (“FICA”);
- Pension Funds Act No. 24 of 1956 (“Pension Funds Act”);
- Collective Investments Schemes Act No. 45 of 2002 (“CISCA”);
- Foreign Account Tax Compliance Act (“FATCA”);
- Electronic Communications and Transactions Act 25 of 2002 of South Africa (“ECT”);
- Income Tax Act No. 58 of 1962 (“Income Tax Act”);
- Prevention of Organised Crime Act No. 121 of 1998 (“POCA”);
- Protection of Constitutional Democracy against Terrorist and Related Activities Act No. 33 of 2004 (“POCDATARA”); and
- Protection of Personal Information Act No. 4 of 2013 (“POPI”)

which may be replaced or amended from time to time.

“ASISA” means the Association for Savings and Investments South Africa.

“Ashburton” means Ashburton Management Company (RF) Proprietary Limited, a company duly incorporated in accordance with the laws of South Africa, with registration number 1996/002547/07 or its successor in title. Ashburton is the administrator of the Ashburton range of Unit Trusts, is duly authorised as Manager in terms of CISCA, is regulated by the FSB and is a full member of ASISA.

“Ashburton Investments” means Ashburton Investments Holdings Limited, a company duly incorporated in accordance with the laws of South Africa, with registration number 1995/0024798/06 or its successor in title, together with all its subsidiaries and affiliates.

“Ashburton Nominees” means Ashburton Nominees Proprietary Limited a company duly incorporated in accordance with the laws of South Africa, with registration number 2012/202431/07 or its successor in title and a nominee company approved by the FSB that holds the assets on behalf of the investor or the Fund.

“Beneficiary” a person nominated to receive payment of the benefit on Your death.

“Business Day” is any day other than a Saturday, Sunday or a statutory public holiday in South Africa.

“Cedent” is the Contract Holder who cedes its rights to the benefits of the Contract as a Security Cession.

“Checklist” refers to the document on the Website requesting the Investor’s documentation as required in terms of FICA, in order for the Administrator to complete its internal due diligence processes.

“Commencement Date” shall be the date on which the Administrator satisfies itself that all the requirements pertaining to the Contract have been met and notifies the Investor in writing that the Investment is open.

“Contract” means collectively, these terms and conditions, the completed online application forms, all the documents as per the Checklist and all other instructions which You provide to the Administrator.

“Contributions” are amounts that must be paid by the Investor in cash into a Tax Free Investment, being a maximum amount of R30 000 (thirty thousand rand) in each year of assessment and limited to an amount of R500 000 (five hundred thousand rand) in aggregate over the Investor’s lifetime.

“FSB” means an independent agency established by the Financial Services Board Act No. 97 of 1990 to oversee the South African financial services industry in the public interest.

“Fund” means the Ashburton Retirement Annuity Fund, registration number 12/8/38102 registered in terms of the Pension Funds Act. The Fund is governed by the Fund Rules and Applicable Legislation and is a separate legal entity.

“Fund Rules” means the rules, which govern Your membership, the management and operation of the Fund.

“Investment(s)” means the Unit Trust(s) that you have selected to make contributions to, or to switch into, within the Ashburton Investment Account, Ashburton Tax Free Savings Account and/or the Fund.

“Member”/ “Investor”/“Contract Holder”/“You(r)”/ “Yourself” means the legal owner of the Contract.

“Manager” means the company that administers the Portfolio(s) of a collective investment scheme/ Unit Trusts in terms of CISCA.

“Outright Cession” means a total transfer of ownership of the Contract. In this case, the person or institution to whom the Contract is ceded becomes the new Contract Holder.

“Outright Cessionary” means the person or institution who becomes the new owner of the contract once ceded by the Cedent in terms of an Outright Cession.

“Portfolio” means the underlying assets that comprise a Unit Trust which may vary depending on the Unit Trust’s return objective.

“Ring-fenced” or “ring-fencing” means the suspension of a disinvestment instruction of Your Unit Trust(s) in accordance with CISCA.

“SARS” means the South African Revenue Services.

“Security Cession” means an agreement in terms of which You cede Your rights to the Contract as security for Your obligation to the Security Cessionary. For the avoidance of doubt, a Contract may not be partially ceded as a Security Cession and must be ceded in its entirety.

“Security Cessionary” means the person or institution who is the beneficiary of the proceeds of the Contract pursuant to a Security Cession. This person holds the Contract as security for Your obligations owed to them. The Security Cessionary does not replace the Contract Holder.

“Silica” means Silica Financial Administration Solutions Proprietary Limited, a company duly incorporated in accordance with the laws of South Africa with registration number 1999/024544/07, the duly appointed administrator for processing of all applications and Investor information. Silica is an authorised administrative financial services provider in terms of FAIS and acts as execution agent.

“Tax Free Investment” means a financial instrument as defined in section 12T of the Income Tax Act and is administered by a person or entity that is designated by the Minister of Finance from time to time. The Investment must be owned by a natural person and it must comply with the regulations contemplated in section 12T of the Income Tax Act. Amounts received in respect of a Tax Free Investment are exempt from income tax as defined in the Income Tax Act. Income tax may, however, arise in respect of Contributions that are in excess of the annual and lifetime Contributions.

“Transaction” refers to a contribution; disinvestment and/ or a switch into or from any of the available Unit Trusts You may have selected to invest in.

“Trustees of the Fund” / “Trustees” means the persons responsible for the governance oversight of the Fund according to the Fund Rules and Applicable Legislation.

“Unit Trust(s)” refers to a Portfolio of a collective investment scheme(s) being divided into a number of equal parts (units). It is an arrangement that allows a number of different Contract Holders to pool their money and have it professionally managed and invested in a range of underlying assets. Each such Unit Trust represents a direct proportionate interest in every underlying asset of the Portfolio. The number of Unit Trusts in Your Contract depends on how much money You contribute and what the unit price is when Unit Trusts are purchased by Yourself.

“Website” refers to www.ashburtoninvestments.com.

A. General

1. These terms and conditions are available on the Website and/or from our client services team.
2. Please also refer to the Website terms and conditions for more information regarding your online access.
3. In terms of Section 11 of ECT and the common law of contract, these terms and conditions are valid, binding and enforceable.
4. The Administrator reserves the right to only initiate a contractual relationship with You once it has satisfied itself that all regulatory and legislative conditions have been met. You will be notified accordingly via email and the Administrator will debit your account as per Your online instruction.
5. The online application form, these terms and conditions and the documents as per the Checklist, form the basis of the Contract between the Administrator and You. All other instructions which You provide to the Administrator shall also form part of the Contract.
6. The Administrator will confirm changes, provide statements and process instructions from time to time and as necessary.
7. The terms and conditions of this Contract may be amended at any time and be made available on the Website. As of the Commencement Date, Your Contract shall be governed by all Applicable Legislation and regulations. Should changes to legislation and/or regulation impact the Contract, the terms and conditions of this Contract may be amended and will be made available on the Website as soon as reasonably possible. Please contact the client services team and/or the Website for the latest version of these. Please note that the latest copy of the terms and conditions posted on the Website will govern our relationship.
8. The Administrator has a conflict of interest management policy which is available on the Website.
9. The Administrator holds adequate professional indemnity and fidelity insurance cover as per the Applicable Legislation.
10. You consent to the Administrator processing your personal information and giving Your personal information available to third party providers subject to Applicable Legislation and scope of each Transaction. For the purposes of this Contract, Silica will have access to your information.
11. Payments by the Administrator to third parties are not permitted. All payments must be made directly to the Investor.
12. You may select any one or a combination of the Unit Trusts made available by the Administrator as the underlying investments of this Contract. Investments are held in safe custody by Ashburton Nominees. The value of the Investment is directly linked to the underlying investments and is therefore not guaranteed.
13. The market value of the Investment is increased by:
 - positive investment returns;
 - additional contributions; and
 - allocations of dividends and interest earned.
14. The market value of the Investment is reduced by:
 - negative investment returns;
 - any relevant fees and charges; and
 - permissible disinvestments.

B. Sanctions

The Administrator may refuse to make payment under this Contract if such payment will constitute any breach of anti- money laundering, counter-terrorism financing, or economic or trade sanctions laws or regulations, be they local, international or voluntarily subscribed to by the Administrator (including but not limited to UK Treasury Sanctions, European Union Sanctions, United States Treasury Sanctions (OFAC) French Ministry of Economy, Finance and Industry Sanctions and the United Nations Security Council Sanctions List (Chapter V11)).

The Administrator shall not be liable for any loss or damage of whatsoever nature suffered by any person and arising from such a refusal to make payment under this Contract. Authorities may require the disclosure of information related to the Contract arising out of or in connection with anti- money laundering, counter-terrorism financing, or economic or trade sanctions laws or regulations and such disclosure by the Administrator will not be a breach of any duty of confidentiality owed by the Administrator to the Investor.

C. International tax compliance & reporting

FATCA was passed into US law on 18th March 2010 as part of the Hiring Incentives to Restore Employment Act. FATCA targets tax non- compliance by United States (US) taxpayers with foreign accounts, its primary aim is to reduce the levels of tax avoidance by US citizens and entities through Foreign Financial Institutions (FFI's). In addition to FATCA, the Organisation for Economic Co-operation and Development's ("OECD") Common Reporting Standard ("CRS") has been signed by SARS and expected to be implemented in 2016. The CRS imposes similar identification and reporting requirement on FFIs as FATCA, with a focus on all other foreign account holders and foreign controlling persons.

Ashburton and the Administrator are registered as FFI's with the Internal Revenue Services (IRS) and are required to comply with FATCA and the CRS. As a result, they are obliged to report to SARS on all accounts maintained on behalf of account holders who are deemed to be resident in the U.S or any other foreign jurisdiction for tax purposes at the end of each tax year as provided for in the Inter- governmental agreement between the IRS and SARS and the CRS. FATCA became effective in South Africa as at 01 July 2014 and CRS is expected to become effective from 1 January 2016 (pending guidance from SARS).

The Investor agrees to provide the Administrator or Ashburton with all the information it needs to report to SARS in terms of the above standards and requirements.

D. Communication

1. You will be registered for secure online web access, which will give up to date information on the Investment and relevant Transactions. Upon acceptance of Your application, online access will be granted within 2 (two) Business Days.
2. All communication and correspondence is available on the Website. It is easily retrievable to view or download by You.
3. You will also receive communication by email from time to time.
4. A Transaction confirmation will be sent once the Transaction has been processed.
5. Quarterly statements are available on the Website. An email will be sent to You when the latest quarterly statements are available on the Website.

E. Fees and charges

1. The following costs, associated with managing the Portfolio, may be deducted from a Portfolio of Unit Trusts:
 - brokerage/trading fees;
 - security services tax;
 - value added tax;
 - auditors' fees;
 - bank charges;
 - trustee and custodian fees; and
 - the annual management fee and performance fee (where applicable) of the Manager.
2. Ashburton is entitled to levy a management fee on a Portfolio and full details of applicable fees are reflected on the Portfolio's minimum disclosure document (previously referred to as 'fact sheets'), available on the Website. For any given Unit Trust fund, there may be different classes for which there are different management fees and charges.
3. No interest shall be payable by the Administrator until the expiry of the first completed Business Day after the receipt by the Administrator of Your funds. After the expiry of the first completed Business Day, interest shall become payable at the best call account rate published by FNB Savings and Investments through its Online Banking Platform as amended from time to time. Please refer to www.fnb.co.za/rates for the applicable interest rate.

F. Ringfencing

1. When the Administrator is notified that a Manager has ring-fenced a sell instruction, the Administrator will cancel Your sell or switch instruction. The Administrator will then resubmit Your instruction the following Business Day for trade at the price of that day. Should the instruction be ring-fenced again, the Administrator will follow the ring-fencing process. This means that it could take up to 20 (twenty) days for the proceeds to be available.
2. You hereby indemnify the Administrator from any direct, special, consequential or indirect losses, cost or damages that You may suffer due to ring-fencing.

G. Processing of instructions

1. You must ensure that all of the instructions and supporting documentation (outlined in the Checklist) that You provide are clear and complete and in the correct format.
2. If any instruction is submitted to the Administrator, the responsibility of ensuring that such instruction was received by the Administrator is that of the Contract Holder. E-mail delivery confirmations do not constitute proof that the instruction has been received by the Administrator.
3. The Administrator reserves the right to withhold the processing of any unclear, incomplete or ambiguous instructions submitted by the Contract Holder.
4. All valid investment instructions received **before 2pm** on a Business Day will be **processed on the same day** and receive the **closing price of that Business Day**. Such transaction will thereafter reflect on Your statement on the 2nd Business Day following the receipt by the Administrator of Your investment instruction.
5. All valid investment instructions received **after 2pm** on a Business Day will be **processed on the following Business Day** and receive the **closing price of the 2nd Business Day** following the receipt by the Administrator of Your investment instruction. The transaction will reflect on Your statement on the 3rd Business Day following the receipt by the Administrator of Your investment instruction.
6. All valid withdrawal instructions received **before 2pm** on a Business Day will be **processed on the same day** and receive the **closing price of that Business Day**. The transaction will reflect on your statement on the 2nd Business Day following the receipt by the Administrator of Your withdrawal instruction.
7. All valid withdrawal instructions received **after 2pm** on a Business Day will be **processed on the following Business Day** and receive the **closing price of the 2nd Business Day** following the receipt by the Administrator of Your withdrawal instruction. The transaction will reflect on your statement on the **3rd Business Day** following the receipt by the Administrator of Your withdrawal instruction.
8. The withdrawal proceeds will reflect in the Investor's bank account within a maximum of 5 (five) Business Days following the Business Day on which disinvestment instruction is processed.
9. All valid switch instructions received **before 2pm on a Business Day** will be **processed on the same day**. The switch out (sell) leg and switch in (buy) leg will receive the **closing price of that Business Day**.
10. All valid switch instructions received **after 2pm on a Business Day** will be **processed on the following Business Day**. The switch out (sell) and the switch in (buy) leg will receive the **closing price of the 2nd Business Day** following the receipt by the Administrator of Your disinvestment instruction.
11. For the Ashburton Money Market Fund the cut-off time for instructions is **11am on a Business Day** and **not 2pm as with the instructions referred to above**. Withdrawal proceeds are paid on the Business Day that the instruction is processed.
12. The Administrator will debit Your account for a once-off debit (if requested) within 2 (two) Business Days of receiving a valid and complete application form and supporting documents or on the date specified on the online application form.
13. The following options, by way of direct debit, are available when investing:
 - initial lump sum; or
 - additional lump sum; and/or
 - recurring investment by way of a debit order.
14. The clearance period for direct debits is 40 (forty) calendar days. Units bought with a debit order, or once off debit, can accordingly only be redeemed after 40 (forty) calendar days.
15. We will only accept a maximum of an aggregate amount of R1 000 000 (one million rand) via one or more once off debits within a 40 (forty) calendar day period.
16. If the debit order date falls on a non-Business Day, it will be processed on the next Business Day. Bank accounts will be debited on the day specified by the Investor or the first possible Business Day thereafter and the Administrator will purchase Unit Trusts on the first possible Business Day following the debit order.
17. The cut-off date for recurring investment debit order instructions are not fixed and may vary from month to month. Please refer to the events calendar on the Website for the debit order instruction cut-off dates each month.
18. The Administrator does not accept cash deposited directly into its bank account. Accordingly, cash is to be moved from the Investor's bank account to the Administrator's bank account via direct debit.
19. In the event that Your debit order is unpaid on the agreed date, You will have 2 (two) Business Days to ensure the availability of funds to settle the debit order, failing which the allocation will be reversed from the Contract.
20. The debit order will be canceled after 3 (three) unpaid debit orders and the current market value of the Contract at the date of such cancellation will remain in force.
21. In the event that a Unit Trust has a balance of R50 (fifty rand) or less, the Administrator will switch this amount to the Unit Trust with the highest value.
22. All payments will be made in South African rands into a South African based current or savings account held in Your name.
23. Any income distribution made within a Unit Trust will be automatically re-invested, net of any applicable withholding tax.
24. You may disinvest some or all of your Investment by selling units in the Unit Trust at any time and at no transaction costs. Should the market value of the Investment decrease below the required minimum balance after your disinvestments, the Administrator may require that You withdraw the remaining balance.
25. You are obliged to inform the Administrator of any changes with regards to Your bank or contact details, including postal, residential and email address, and provide, where appropriate, supporting documentation.

H. Confidential information

1. You consent that Silica, on behalf of the Administrator may process (including collecting, storing, deleting, transferring etc.) Your personal information for the purpose of this Contract, the law requires it or Your, our or a third parties lawful interest is being protected or pursued.
2. In addition to the above You consent to Silica and the Administrator processing your personal information for the following reasons:
 - to enforce and collect on any agreement when You are in default or breach of the agreement terms and conditions, like tracing You or to institute legal proceedings against You;
 - to conduct market and behavioral research, including scoring and analysis to determine if You qualify for products and services;
 - to develop, test and improve products and services for You;
3. Silica and the Administrator may share Your personal information with the following persons (amongst others) who have an obligation to keep Your personal information secure and confidential:
 - attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
 - payment processing services providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
 - law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
 - regulatory authorities, governmental departments, local and international tax authorities and other persons that Silica and the Administrator under the law have to share your information with;
 - Silica and the Administrator's service providers, agents and sub-contractors like couriers and other persons that Silica and the Administrator use to offer and provide products and services to You;
 - persons to whom Silica and the Administrator cede their rights or delegate their obligations to under agreements.
4. You consent to Silica and the Administrator processing Your personal information outside of the borders of South Africa, according to the safeguards and requirements of the law. Silica and the Administrator will ensure that The person processing Your personal information will apply the same level of protection as required in South Africa.
5. Silica and the Administrator may process your information using automated means (without human intervention in the decision making process) to make a decision about you or Your application for any product or service. You may query the decision made about You.
6. You have the right to access the information Silica and the administrator has about You by contacting us at compliance@ashburtoninvestments.co.za.
7. You have the right to request us to correct or delete the information Silica and the Administrator have about You if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
8. All processing of your personal information and data will be conducted in accordance with the provisions of POPI and any relevant data processing legislation applicable in South Africa.
9. You may object on reasonable grounds to the processing of your personal information in general or for the purposes of direct marketing. You may not object to the processing of Your personal information if you have provided consent or legislation requires the processing. You must inform us of your objection at compliance@ashburtoninvestments.co.za.
10. You have the right to withdraw your consent which allows us to process Your personal information.
11. You have the right to file a complaint with the information regulator about an alleged contravention of the protection of your information.
12. You can refer to our privacy policy located www.ashburtoninvestments.com for more information on our privacy practices.

I. Complaints

1. You are entitled to contact the Administrator to complain if You are not satisfied with the administration of your Investment or services provided by contacting the client services team during business hours on a Business Day. The Administrator undertakes to follow its complaints resolution process when investigating your complaint. A copy of the process is available on the Website.
2. You may contact Ashburton Compliance during business hours on a Business Day if You are not satisfied with the outcome of the complaints resolution process referred to above. Should your complaint remain unresolved after Your consultation with Ashburton Compliance, You may escalate Your complaint to the FAIS Ombud.
3. For Investments in the Fund, You are entitled to contact, or write to, the principal officer of the Fund to complain if you are not satisfied with the administration and/or benefits of the Fund. The Fund is required to respond in writing to you within 30 (thirty) calendar days of receiving the complaint. If you are not satisfied with the response from the principal officer or if there is no response within 30 (thirty) calendar days after receipt of the complaint, you may contact the Pension Funds Adjudicator.
4. You may contact the Administrator if you are not satisfied with the Administrator's services. The Administrator will follow the complaints resolution process when investigating your complaint. A copy of the process is available on request. You may contact Ashburton Compliance if you are not satisfied with the outcome of the complaints resolution process, or you may contact the FAIS Ombud.

J. Contact details

Ashburton Investments

Ashburton website: www.ashburtoninvestments.com

Ashburton Client Services Team

Telephone number: 0860 333 397

E-mail Address: query@ashburton.co.za

Ashburton Compliance

E-mail address: complaints@ashburtoninvestments.co.za

Postal address: PO Box 653780, Benmore, 2010

Ombud for FAIS

Telephone number: +27 (0) 12 470 9080

Facsimile number: +27 (0) 12 648 3447

E-mail address: info@faisombud.co.za

Postal address: PO Box 74574, Lynnwood Ridge, 0040

Pension Funds Ajudicator

Telephone number: +27 (0) 87 942 2700

Facsimile number: +27 (0) 87 942 2644

E-mail address: enquiries-jhb@pfa.org.za

Postal address: PO Box 651826, Benmore, 2010

K. Ashburton Investment account

1. The assets within your Investment are held in Your name, and are in turn held in safe custody by Ashburton Nominees.
2. Due to the nature and structure of this investment product, You are not entitled to nominate Beneficiaries. On your death, Your Investment will form part of Your estate and will be dealt with in terms of the instructions of the executor of Your estate where necessary.
3. You are entitled to cede this Contract as a Security Cession or as an Outright Cession to a natural person or legal entity.
4. The Administrator will require a copy of the Security Cession. Once received, the Administrator will note the Security Cession and confirm this to You in writing. Written confirmation signed by the Contract Holder specifying the cession and details of the Security Cessionary must be provided to the Administrator. Furthermore, FICA documents as per the Checklist are required by the Administrator. The Security Cession may be cancelled once the Administrator has been notified in writing by the Security Cessionary. The Administrator requires written authority from the Security Cessionary in the event that the Investor requires a switch and/or surrender.
5. This Contract can also be ceded as an Outright Cession by sending the Administrator a copy of the cession agreement. The Administrator will change the ownership of this Contract according to the cession contract and confirm the change of ownership to the Outright Cessionary. Written confirmation signed by the Contract Holder specifying the cession and details of the Outright Cessionary must be provided to the Administrator. Furthermore, FICA documents as per the Checklist as well as the necessary form completed by the Outright Cessionary are required by the Administrator.
6. Under the Applicable Legislation, local dividends received from underlying Unit Trust funds are exempt from income tax, but are subject to Dividends Tax (as the term is defined in the Income Tax Act) at a flat rate of 15% (fifteen per cent) or at a rate to be determined by Applicable Legislation from time to time. Interest distributions are subject to income tax at your marginal tax rate. Capital Gains Tax will apply when Unit Trusts are sold. The Administrator will provide You with an IT3B certificate that indicates the interest and dividend income earned as well as an IT3C certificate showing any capital gains made on Your Investment.
7. There is no cooling off period applicable to this Investment. You may sell all Your Unit Trusts and disinvest Your entire Investment at the ruling unit price.
8. Regular disinvestments can be scheduled on a monthly, quarterly, semi-annual or annual basis. Regular disinvestments are paid on the 25th of the month. For Your regular disinvestment to be paid on the selected day of the month, Your instruction with supporting documentation must be received by 2pm 5 (five) Business Days before the scheduled payment date. Refer to the events calendar on the Website for scheduled payment dates.
9. The ASISA standard on unclaimed assets will be used as a guide. A detailed copy of this standard can be found on the ASISA website at www.asisa.co.za. The Administrator will contact the Contract Holder or Beneficiary when they become entitled to any benefit within this Contract. The Contract Holder must at all times ensure that the Administrator has its updated contact details. In the event that the Administrator is unable to make contact with the Contract Holder or the Beneficiary, the benefit will be deemed unclaimed. The Administrator may make use of third party resources in order to contact the Contract Holder or the Beneficiary and any reasonable costs incurred in tracing the Contract Holder or the Beneficiary may be recovered from the proceeds of the Contract.

L. Ashburton Tax Free Savings account

1. The assets within Your Investment are held in Your name, and are in turn held in safe custody by Ashburton Nominees.
2. The total value of all Contributions (whether lump sum and/or recurring) to Tax Free Investments are limited to R30 000 (thirty thousand rand) in aggregate during any year of assessment, irrespective of the number of Tax Free Investments that You may have and regardless of which service provider You hold such Tax Free Investments with. If an Investor contributes in excess of this limit, an amount equal to 40% (forty per cent) (or such rate as may be determined by the Minister of Finance from time to time) of the excess will be deemed to be an amount of income tax payable by the Investor in respect of that year of assessment.
3. Your Contributions to the Ashburton Tax Free Savings Account will automatically be rejected or reduced if they exceed the annual contribution limit of R30 000 (thirty thousand rand). This limit only relates to Contributions to the Ashburton Tax Free Savings Account and does not include any other investments that you may have with Ashburton.
4. Contributions to Tax Free Savings Investments accounts are limited to R500 000 (five hundred thousand rand) in aggregate over the lifetime of the Investor, irrespective of the number of Tax Free Savings Investments Accounts that the Investor may have invested in. If an Investor contributes in excess of this limit, an amount equal to 40% (forty per cent) of the excess will be deemed to be an amount of income tax payable (or such rate as may be determined by the Minister of Finance from time to time) by the Investor in respect of that year of assessment.
5. There is no cooling off period applicable to the Ashburton Tax Free Savings Account. You may sell all Your Unit Trusts and disinvest Your entire Investment at the ruling unit price.
6. Due to the nature and structure of this investment product You are not entitled to nominate Beneficiaries. On Your death, Your Investment will form part of your estate and will be dealt with in terms of the instructions of the executor of your estate where necessary.
7. You are entitled to cede this Contract as a Security Cession to a natural person or legal entity. Any account that will be subject to forfeiture will lose its status as a Tax Free Investment in the hands of the recipient.
8. If ceded as a Security Cession the Administrator will require a copy of the Security Cession. Once received, the Administrator will note the Security Cession and confirm this in writing. Ownership of the Contract shall remain that of the Cedent. Written confirmation signed by the Contract Holder specifying the cession and details of the Security Cessionary must be provided to the Administrator. Furthermore, FICA documents as per the Checklist are required by the Administrator. The Security Cession may be cancelled once the Administrator has been notified in writing by the Security Cessionary. The Administrator requires written authority from the Security Cessionary in the event that the Investor requires a switch and/or a withdrawal.
9. You may not cede this Investment as an Outright Cession.
10. The capital gain and or loss relating to disposals of Unit Trusts that are included in the Ashburton Tax Free Savings Account should not be subject to Capital Gains Tax. However, once amounts that are received from the disposal of Unit Trusts within the Ashburton Tax Free Savings Account they will lose their nature as a Tax Free Investment. Withdrawals from any Tax Free Investment will have the effect of reducing the tax free nature of the lifetime contribution limit to all Tax Free Investments by the amount of contributions to the specific account.
11. Any amount received by or accrued to You in respect of a Tax Free Savings Account that complies with the annual and lifetime limits will should be exempt from income tax. In determining the aggregate capital gain or capital loss of the Investor in respect of any year of assessment, any capital gain or capital loss in respect of the disposal of Unit Trusts that are included in the Ashburton Tax Free Savings Account should be disregarded for income tax purposes.
12. If You terminate your Ashburton Tax Free Savings Account it will have the effect of reducing the tax free nature of your lifetime contribution limit by the relevant amount.
13. The ASISA standard on unclaimed assets will be used as a guide. A detailed copy of this standard can be found on the ASISA website at www.asisa.co.za. The Administrator will contact the Contract Holder or Beneficiary when they become entitled to any benefit within this Contract. The Contract Holder must at all times ensure that the Administrator has its updated contact details. In the event that the Administrator is unable to make contact with the Contract Holder or the Beneficiary, the benefit will be deemed unclaimed. The Administrator may make use of third party resources in order to contact the Contract Holder or the Beneficiary and any reasonable costs incurred in tracing the Contract Holder or the Beneficiary may be recovered from the proceeds of the Contract.

M. Ashburton Retirement Annuity fund

1. These terms and conditions provide an overview of the features of membership of the Fund and describe how the Fund is administered. The Fund Rules and Applicable Legislation will take precedence over these terms and conditions of membership and are binding on You. You are entitled upon written application to the Fund, to receive a copy of the Fund Rules.
2. Investors eligible for membership in the Fund include natural persons, provided that:
 - the Member must be transferring the benefit from an approved retirement fund (including divorce benefits in respect of non-member spouses); or
 - the Member must make a voluntary contribution (which can be in the form of a debit order) to the Fund.
3. The Investment is owned by the Fund, which in turn is held in trust by Ashburton Nominees.
4. The Fund is designed to allow natural persons to make additional provision for their retirement through voluntary contributions. It is also designed to allow Members that have exited approved retirement funds to preserve their benefits for retirement in the form of transferring funds already saved in approved retirement funds. The Fund promotes retirement savings through tax incentives.
5. The Administrator is the sponsor of the Fund.
6. The Trustees must protect the interests of Members and act with impartiality, due care, diligence and good faith. Applicable Legislation specifically requires the Trustees to apply the Fund Rules, appoint a principal officer, communicate with Members and ensure proper administration. The Trustees have the requisite governance procedures in place to fulfill these responsibilities.
7. After the Administrator has accepted Your online application You cannot cancel the Contract. You may, however transfer or withdraw Your membership subject to the provision below.
8. Your date of commencement of membership shall be the later of the date on which Your application has been accepted and a contribution has been received in the bank account of the Fund.
9. Additional contributions may be made to the Fund.
10. Contributions to the Fund can only be made in South African Rand.
11. Regulation 28 of the Pensions Funds Act prescribes investment limits on the types of investment for a retirement fund to protect the assets of the fund. If Your Investment does not comply with Regulation 28 and you do not send us an instruction to re-align your Investment with Regulation 28 within a period of 12 (twelve) months of such notification, the Fund will make the necessary changes on Your behalf. Should the Fund become non-compliant with these limits it may switch Your Investment in order to ensure compliance.
12. No withdrawals are permitted prior to retirement from a retirement annuity with the exception of:
 - transfers to another approved retirement annuity fund; or
 - where the entire market value of the member's benefit is less than R 7,000.00 (seven thousand rand) and the full value is being withdrawn; or
 - the member has emigrated from South Africa and such emigration is recognised by SARS for purposes of exchange control. All withdrawal benefits from a retirement annuity fund are subject to tax as determined by Schedule 2 of the Income Tax Act.
13. A 'transferor fund' is the fund from where the benefits of a transfer originate. A 'transferee fund' is the fund which will be the recipient fund of the benefits of such transfer. The following are transfers to which the requirements of Section 14 of the Pension Funds Act are applicable:
 - transfers from a pension preservation fund,
 - transfers from a provident preservation fund,
 - transfers to a pension preservation fund,
 - transfers to another retirement annuity fund,
 - transfers from an occupational pension/provident fund being wound up,
- transfers from an occupational pension/provident fund in terms of which the business of one employer is transferred to another in terms of section 197 of the Labour Relations Act No. 66 of 1995, and accordingly the employment of the member with the participating employer of the occupational fund is transferred to the new employer.
14. In order for a Member to retire from a retirement annuity fund:
 - The Member must be 55 (fifty five) years of age or older; or
 - The Trustees must be satisfied that the member is permanently disabled through infirmity of mind or body and is entitled to an early retirement benefit. The Administrator will only process an ill-health retirement if the board of Trustees has approved the ill-health claim.
 - All Members who have retired must purchase a compulsory annuity with at least two-thirds of the benefit and may only withdraw one third in cash; unless the total benefit value is R 247,500 (two hundred and forty seven thousand five hundred rand) or less, in which case the full amount may be taken in cash. All benefits on retirement where the Member has elected to take the cash benefit will have tax applied in accordance with the Income Tax Act. Membership of the Fund will cease as soon as the purchase of the annuity is concluded and the balance of any cash portion is paid. All benefits payable by the Fund will be made in South African Rand.
15. Amongst the fiduciary duties of the Trustees, is the duty to dispose of death benefits. Whilst Members may complete and submit beneficiary nomination forms, these are not binding on the Trustee's decision but may be used by the Trustees as guidance. The Administrator will dispose of the death benefit according to the decisions made by the Trustees.
16. You may nominate a Beneficiary to receive the Investment proceeds if You die before retirement by way of duly completed and submitted Beneficiary nominations. Please note, however, that such Beneficiary nominations are not binding on the Trustee's decision but may be used by the Trustees as guidance. When You die, the Trustees have a discretion and may allocate the proceeds of Your Fund to Your dependants as indicated in the Pension Funds Act, even if You have nominated another Beneficiary. The Administrator will dispose of the death benefit according to the decisions made by the Trustees. Beneficiary(ies) shall be entitled to elect to receive one or more annuities, or a combination of annuity(ies) and a lump sum or a lump sum only. Any death benefit disposed of in the form of cash must have tax applied to it in accordance with the provisions of the Income Tax Act. After purchase of the annuity(ies) and the payment of any lump sum portion, the Fund shall have no further obligations towards the Beneficiaries. When the Administrator is notified of Your death, in writing and subject to the Fund's requirements regarding notification being met, the Trustees of the Fund may sell Your Unit Trusts and invest the proceeds in a default account until the Trustees of the Fund have provided a final instruction on how the benefit must be paid out.
17. You may not cede retirement benefits or use retirement benefits as security.
18. If a specific class of fund is closed or if the Administrator cannot continue to offer it, the Administrator will inform you and request a new investment instruction. If the Administrator does not receive an alternative instruction from you within 30 (thirty) days of requesting same, the assets will be invested at the Trustees' discretion.
19. The Fund is subject to the South African Income Tax Act and tax will be deducted where applicable.
20. The ASISA standard on unclaimed assets will be used as a guide. A detailed copy of this standard can be found on the ASISA website at www.asisa.co.za. The Administrator will contact the Contract Holder or Beneficiary when they become entitled to any benefit within this Contract. The Contract Holder must at all times ensure that the Administrator has its updated contact details. In the event that the Administrator is unable to make contact with the Contract Holder or the Beneficiary, the benefit will be deemed unclaimed. The Administrator may make use of third party resources in order to contact the Contract Holder or the Beneficiary and any reasonable costs incurred in tracing the Contract Holder or the Beneficiary may be recovered from the proceeds of the Contract. The standard minimum tracing principles as per the ASISA guide, and/or Section 37C of the Pension Funds Act, will be followed.