

Henderson Multi-Manager Funds

Simplified Prospectus

Valid from 8 May 2012

The Financial Services Authority (the "FSA") is the UK's independent financial services regulator. It requires us, Henderson Investment Funds Limited, to give you this important information to help you decide whether this product is right for you.

You should read this document carefully so that you understand what you are buying, and keep it safe for future reference.

Contents

Simplified Prospectus	
Contact us	Page 1
About this document	Page 2
Fund details	Page 3
Investment information	Page 4
Risk warnings	Page 5
Charges	Page 7
How do I invest?	Page 9
Additional information	Page 11
Fund Information Summaries	Page 14
Appendix 1 – Jargon Glossary	Page 23
Appendix 2 – Investment through ISAs	Page 25
Appendix 3 – Terms and Conditions for ISAs	Page 27

Contact us

Our head office

Please use the contact details below to ask for literature or if you have any general questions:

Henderson Global Investors
201 Bishopsgate
London EC2M 3AE

Customer Services: **0800 832 832**
9.00am – 5.30pm Monday to Friday

Email: **support@henderson.com**

Website: **www.henderson.com**

Our administration and dealing department

Please use the details below if you have any queries regarding the administration of your investment, or wish to buy and sell shares or units (ISA transactions have to be in writing):

Henderson Global Investors
PO Box 9023
Chelmsford
Essex CM99 2WB

General Enquiries: **0800 832 832**
9.00am – 5.30pm Monday to Friday

Dealing: **0845 608 8703**
9.00am – 5.30pm Monday to Friday

Literature: **0800 856 5555**
9.00am – 5.30pm Monday to Friday

Email: **support@henderson.com**

You can use our email address for general correspondence and complaints. We cannot accept dealing instructions or change your account details via email. We may record and monitor telephone calls.

Legal information

Henderson Investment Funds Limited (which we refer to as “us”, “we”, or “our” in this Simplified Prospectus) is the Authorised Corporate Director/Manager and Scheme Promoter of the Funds. We are authorised and regulated by the Financial Services Authority (the “FSA”). You can check this by visiting the FSA’s register on the FSA’s website (**www.fsa.gov.uk**) or by calling the FSA on 0845 606 1234. We are approved by HM Revenue & Customs as a manager of ISAs under the ISA Regulations.

About this document

This Simplified Prospectus gives you key information about the Henderson Multi-Manager Funds, a range of OEIC sub-funds and Unit Trusts (which we refer to as the "Funds").

You should read this Simplified Prospectus as well as the Fund Information Summaries section towards the back of this brochure where you will find specific information on each Fund. Please make sure you are comfortable and agree with the contents and, if you're investing in an ISA, with the Terms and Conditions for ISAs, before deciding to invest.

We do not provide investment advice. If you require investment advice, you should consult a financial adviser.

We would also recommend that you read the full Prospectuses (which give finer detail and more technical information) and the annual and interim financial statements. You can get this information free of charge through your financial adviser or by using our contact details given on the previous page.

We have tried to avoid using technical terms wherever we can. However, the Jargon Glossary in Appendix 1 should help to explain some of the words or phrases which may be unfamiliar. If you would like further help please contact us.

We issued this Simplified Prospectus as at 8 May 2012 and we update it at least once a year. This document, together with the application form and full Prospectuses, set out the terms of the contract for your investment. Any contract or relationship you enter into with us will be governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the English courts.

We supply the documentation and communications for your investment in English.

Your client classification

Under the FSA rules, you will be categorised as a "retail client", meaning that you will have the maximum amount of protection available under these rules.

US persons

Shares or units in the Funds may not be offered, sold or delivered directly or indirectly in the United States or to the account or benefit of any US person, as defined in the full Prospectuses.

Keeping up to date

Investment risk and the performance of our Funds can change over time. You can get up-to-date information from our website, **www.henderson.com**, or by calling Customer Services on **0800 832 832**. Please note that you should not interpret anything in this Simplified Prospectus as financial advice.

Fund details

The following Funds are available for investment:

Henderson OEICs

Henderson Investment Fund Series IV

- Henderson Multi-Manager Absolute Return Fund

Henderson Multi-Manager Investment OEIC

- Henderson Diversified Growth Fund
- Henderson Multi-Manager Active Fund
- Henderson Multi-Manager Managed Fund

Henderson Unit Trusts

- Henderson Global Strategic Capital Unit Trust
- Henderson Multi-Manager Distribution Fund
- Henderson Multi-Manager Diversified Fund*
- Henderson Multi-Manager Income & Growth Fund
- Henderson UK Strategic Income Unit Trust

* Formerly known as Henderson Diversified Absolute Return Fund

The Funds are either OEIC sub-funds or Unit Trusts (as indicated above) and are authorised and regulated in the United Kingdom by the FSA. They are established as Non-UCITS Retail Schemes, with the exception of Henderson Multi-Manager Diversified Fund which is a UCITS scheme. The dates the Funds were launched are shown in the Fund Information Summaries section.

The base currency of the Funds (the currency in which the Funds are valued and in which shares or units are bought or sold) is pounds sterling. All information in this Simplified Prospectus relates to shares or units that are available to retail investors; we refer to these as “retail shares/units”.

What is an OEIC?

An OEIC is a company which offers funds into which you can invest. The funds are a way of combining your money with other investors' money to create a bigger “pool” for investment. You take a stake in a fund by buying shares.

What is a Unit Trust?

A Unit Trust is a fund that invests in shares, securities and other funds on behalf of its underlying investors. You take a stake in a fund by buying the units of the Unit Trust.

About “open-ended funds”

OEIC and Unit Trust funds are “open-ended” which means that the funds get bigger and more shares/units are created as more people invest. The funds shrink and shares/units are cancelled as people withdraw their money. When you invest, your money is pooled with that of other investors in the fund. Your investment will buy shares or other securities in companies or funds selected by the fund manager. The value of your shares/units in the fund is directly related to the underlying value of the fund's holdings.

The price of the shares/units in an open-ended fund is based upon the value of the investments that the fund has invested in. The value of the investments, and therefore the value of your shares/units, may go down as well as up and you may not get back the original amount invested. You may pay an initial charge when you buy shares/units. The management company takes an annual management charge (“AMC”) direct from the fund. A redemption charge may also be levied (at our discretion) if you hold your shares or units for less than 90 days. Please refer to the Fund Information Summaries section for further details.

You may hold your shares/units directly in a fund or through an ISA.

The investment aims for the Funds in this document might not suit your own particular aims. We offer different funds to suit different investment needs and attitudes to risk which you can find out about by contacting us for literature or by speaking to your financial adviser.

What are the aims of the Funds?

The Funds are fund of funds schemes and invest in other unit trusts or authorised investment companies, including those managed by other investment managers, so creating a widely diversified portfolio. They aim:

- To provide a way of linking your money to investment markets.
- To provide a way of spreading your investments and the risk, by investing in funds that meet your investment objectives.
- To increase the value of your investment over the medium to long-term and/or provide you with a regular income that you may choose to reinvest to enhance the value of your investment.
- To give you the option to change your investment objectives if your requirements change by switching between funds.

The Funds' investment objectives, and what they invest in, can be found in the Fund Information Summaries section.

What is the profile of a typical investor?

The Funds may be suitable for you if you consider collective investment schemes to be a convenient way of participating in investment markets and wish to seek to achieve defined investment objectives. You should have experience with or understand investments which place capital at risk, and must be able to accept losses. The Funds may be suitable for you if you can set aside your capital for at least five years. If you are uncertain about whether this product is suitable for you, please contact a professional adviser.

What are the general risks associated with these Funds?

Any investment in stock market funds involves risk. Some of these risks are general, which means that they apply to all Funds. Others are specific, which means that they apply to individual Funds.

Before you decide to invest, it is important to understand each Fund's investment objective and policy and the risks involved. Further details of risks can also be found in the Fund Information Summaries section and the full Prospectuses:

- The value of the Funds and the income from them is not guaranteed and may fall as well as rise. You may get back less than you originally invested. What you get back may depend on:
 - a. Investment performance which is not guaranteed. Past performance is no guarantee of future performance;
 - b. The effect of an initial charge. If you sell your investment after a short period you may not get back what you originally invested, even if the price of your investment has not fallen;
 - c. The effect of a redemption charge that may be levied, at our discretion, on investments held for less than 90 days.
- The entire market of a particular asset class or geographical region may fall, having a greater effect on funds heavily invested in that asset class or region;
- There may be a variation in performance between funds with similar objectives and policies due to the selection of different investments;
- Investment choices made by the fund manager will also affect the overall level of risk within a fund. This level of risk is likely to vary over time due to changing market conditions and/or changes to the Fund's holdings;
- Funds aiming for relatively high performance may incur a greater level of risk than those adopting a more moderate approach;
- You should note that your tax treatment in relation to any investments held outside an ISA will depend on your individual circumstances and may be subject to change in the future. Governments may change the tax rules which affect you or the Funds in which you have invested;
- Unless the performance of your investment keeps up with or beats inflation, the real value of your investments will fall over time;
- Investments within the Funds may carry risks associated with failed or delayed settlement of market transactions or failures in the registration and custody of securities;
- Under certain market conditions it may be difficult to buy or sell investments for the Funds. As a result, it may not be possible to buy or sell certain investments at the last market price quoted or fair value. As a consequence, the activity by other investors buying and/or selling shares or units in the Funds may have an indirect impact on the value of your investment. This may be due to timing differences between the valuation points of the Funds and the time at which any underlying holdings can be bought or sold to invest or disinvest the cash flows;
- In exceptional circumstances, the issue, cancellation, sale and repurchase of shares or units may be suspended where the ACD/ Manager and/or Depositary/Trustee believe it is in the interests of existing or potential investors to do so.

Note on derivatives:

Derivatives may be used by the Funds for the purposes of efficient portfolio management only. It is not expected that the use of derivatives will lead to a higher risk profile. Certain funds may use derivatives for investment purposes also (see "specific risks" below).

What are the specific risks associated with these Funds?

The Funds' investment objectives are listed in the Fund Information Summaries section and the full Prospectuses. The specific risks labelled below may also apply to your investment:

(A) Overseas investments

Where the Funds invest in assets (including cash) which are denominated in currencies other than the base currency (pounds sterling) then currency exchange rate movements may cause the value of investments to fall as well as rise.

This risk applies to Henderson Multi-Manager Diversified Fund, Henderson Diversified Growth Fund, Henderson Global Strategic Capital Unit Trust, Henderson Multi-Manager Absolute Return Fund, Henderson Multi-Manager Active Fund, Henderson Multi-Manager Distribution Fund and Henderson Multi-Manager Income & Growth Fund and Henderson Multi-Manager Managed Fund.

(B) Funds where charges are deducted from capital

If a Fund's management charge is taken from its capital, then this may allow more income to be paid, however, it may also restrict capital growth or even result in capital erosion over time.

This risk applies to Henderson Multi-Manager Distribution Fund, Henderson Multi-Manager Diversified Fund, Henderson Multi-Manager Income & Growth Fund and Henderson UK Strategic Income Unit Trust.

(C) Funds where income may be funded from capital

If you opt to receive a fixed monthly income, it may be necessary to sell some of your shares or units in order to meet the level of payment you have chosen. This can lead to capital erosion.

This risk applies to Henderson Diversified Growth Fund, Henderson Multi-Manager Active Fund, Henderson Multi-Manager Distribution Fund, Henderson Multi-Manager Income & Growth Fund and Henderson Multi-Manager Managed Fund.

(D) Emerging markets

Emerging markets tend to be more volatile than more established stock markets and therefore your money is at greater risk. Political and economic conditions should also be considered.

The reliability of trading and settlement systems in some emerging markets may not be equal to that available in more developed markets, which may result in delays in realising investments within the funds. A counterparty may not pay or deliver on time or as expected.

Lack of liquidity or efficiency in certain stock markets or foreign exchange markets in certain emerging markets may mean that from time to time the Investment Manager may experience more difficulty in purchasing or selling holdings of securities than it would in a more developed market.

This risk applies to Henderson Diversified Growth Fund and Henderson Multi-Manager Active Fund.

(E) Derivatives for investment purposes

Derivative transactions may be used from time to time in order to meet the investment objective of a fund. If they are used this may lead to greater volatility in the price of a fund.

This risk applies to Henderson Diversified Growth Fund and Henderson Multi-Manager Diversified Fund.

(F) Credit and fixed interest security

With funds investing in bonds there is a risk that interest rate fluctuations could affect the capital value of investments. Where long term interest rates rise, the capital value of shares/units is likely to fall, and vice versa. In addition to the interest rate risk, bond investments are also exposed to credit risk reflecting the ability of the borrower (i.e. bond issuer) to meet its obligations (i.e. pay the interest on a bond and return the capital on the redemption date). The risk of this happening is usually higher with bonds classified as 'sub-investment grade'. These may produce a higher level of income but at a higher risk than investments in 'investment grade' bonds. In turn, this may have an adverse impact on funds that invest in such bonds.

This risk applies to Henderson Diversified Growth Fund, Henderson Multi-Manager Distribution Fund, Henderson Multi-Manager Diversified Fund, Henderson Multi-Manager Income & Growth Fund, Henderson Multi-Manager Managed Fund and Henderson UK Strategic Income Unit Trust.

(G) Investment trust companies

Certain funds are able to invest in shares issued by investment trust companies, including split capital investment trusts. The level of risk depends on both the share class and prevailing market conditions. Moreover, many split capital investment trusts use gearing which can lead to considerable volatility in their asset values and share prices. This can increase the level of risk compared with those that do not have a split capital structure and those that do not employ gearing. In certain market conditions some split capital investment trusts can lose their value.

This risk applies to Henderson Diversified Growth Fund, Henderson Global Strategic Capital Unit Trust, Henderson Multi-Manager Diversified Fund and Henderson UK Strategic Income Unit Trust.

In addition, Henderson Multi-Manager Diversified Fund typically invests more than 50% of its portfolio in split capital trusts, mainly in the share class known as Zero Dividend Preference Shares. These are entitled to a fixed return of capital at redemption that is set at launch and will not increase. This return is not guaranteed and may be adversely affected by investment performance. However, the return is protected to the extent the zero dividend preference shares are paid out before other shareholders.

(H) Collective investment schemes

The fund may invest in other types of collective investment schemes including property funds, commodity funds and hedge funds. Such schemes may expose investors to increased risk due to restrictions on withdrawals, less strict regulation and use of derivatives.

This risk applies to Henderson Diversified Growth Fund, Henderson Global Strategic Capital Unit Trust, Henderson Multi-Manager Absolute Return Fund, Henderson Multi-Manager Active Fund, Henderson Multi-Manager Distribution Fund, Henderson Multi-Manager Diversified Fund, Henderson Multi-Manager Income & Growth Fund, Henderson Multi-Manager Managed Fund and Henderson UK Strategic Income Unit Trust.

How have the Funds performed historically?

We show the past performance of the Funds in the Fund Information Summaries section.

How much tax will I pay?

Your tax rate and whether you are eligible for any tax relief depends on your own personal circumstances and is likely to vary over time. The information below is based on our understanding of HM Revenue & Customs practice. It summarises the position of investors who are UK resident, but please note that there may be other taxes that apply to the investment. We recommend that you take professional advice particularly if you are taxed outside the UK.

Capital Gains Tax

If your total realised gains from all investments subject to Capital Gains Tax ("CGT") do not exceed the annual exemption level you will not pay any Capital Gains Tax. The current CGT rate and annual exempt amount can be found at the HM Revenue & Customs website, www.hmrc.gov.uk.

Income tax

Distributions of income generated by a Fund are treated as income for tax purposes. This income can be one of two types, Interest distributions or Dividend distributions depending upon the nature of a Fund's investments.

If you are a starting or basic rate taxpayer, you will have no further income tax liability. We have shown below the tax treatment for starting, basic rate, higher rate and additional rate tax payers for the two types of income.

▪ Interest distributions

These have income tax deducted at 20%. If you do not pay tax, or are a starting rate taxpayer, you can reclaim all or part of this tax. If you are a basic rate taxpayer, you will not pay any further tax. Higher rate and additional rate taxpayers have a further tax liability. Current legislation requires us to report all interest distributions to HM Revenue & Customs.

▪ Dividend distributions

Dividend distributions to individual investors carry a tax credit at a rate of 10%. If you are a starting or basic rate taxpayer, you will not have any further tax liability. If you are a higher rate or additional rate taxpayer you will be liable to income tax on the grossed up dividend income at the rate of 32.5% or 42.5% respectively, but can offset the 10% tax credit against this. It is not possible for investors to reclaim any amount in respect of the tax credit.

Charges and expenses

How will charges and expenses affect my investment?

The costs of running the Funds are summarised into a single figure, the Total Expense Ratio ("TER"). This shows the annual operating expenses of each Fund, although it does not include any initial charges or the cost of buying and selling stocks for the Funds. The TER is made up of the Annual Management Charge ("AMC") plus other charges which we explain below. The TER can help you compare the annual operating expenses of different funds.

These expenses are normally paid from a fund's income and will only be taken from capital if there is not enough income to cover them.

For the Henderson Multi-Manager Distribution Fund, Henderson Multi-Manager Income & Growth Fund and Henderson UK Strategic Income Unit Trust the annual management charge is taken from capital to maximise income potential. This may restrict capital growth.

We will not increase our charges without giving at least 60 days' notice to investors.

Funds are either "single priced" or "dual priced". All prices are calculated at a specific time on each business day (known as the "Valuation Point"), as detailed in the table below.

The charges are:

Initial charge

We make an initial charge when you invest. When you send us an amount to invest we will deduct the initial charge and then invest the balance. Please refer to the Fund Information Summaries section for details of the initial charge.

Annual management charge

The AMC is an annual charge that we take out of the Funds. Please refer to the Fund Information Summaries section for details of the AMC.

Redemption charge

A redemption charge may be levied (at our discretion) if you hold your shares or units for less than 90 days. Please refer to the Fund Information Summaries section for further details.

Dilution Adjustment

For each Fund (with the exception of the "dual priced" funds listed in the table below) investors buy and sell shares or units at a single price which is approximately the mid point between the Funds' buying ("offer") and selling ("bid") prices. This use of a single price means that when buying shares or units you, as the investor, potentially pay a lower price than the Fund itself would pay to buy equivalent assets. Equally, when you sell shares or units the price you receive will potentially be higher. Over time, the effect of this mis-match between prices, coupled with various dealing charges, taxes and commissions is to slightly reduce the value of the Funds for continuing investor. This is called "dilution". In certain circumstances, a dilution adjustment may be applied to ensure fair treatment between investors joining, leaving or remaining in a fund. The price of the shares or units of a fund may be adjusted to protect its value from being reduced in the case of large scale movements into or out of that fund. Further details can be found in the full Prospectuses, under "Dilution".

Stamp Duty Reserve Tax ("SDRT")

SDRT is a transaction tax of 0.5% which is normally paid for by funds which invest in UK shares. Further information can be found in the full Prospectuses, under "Taxation". SDRT is not included in TER calculations.

Other charges

The Funds pay expenses that are taken into account when calculating the price of shares or units. These expenses include external services involved in the running and management of the Funds. We make a General Administration Charge ("GAC") to cover these expenses. The GAC is reflected in the TER of each Fund but does not include the fees charged by the Custodian or Depositary/Trustee. Please see the full Prospectuses, under "Charges and Expenses", where you will find detailed information on the GAC.

We have summarised the charges and expenses for each of the Funds in the Fund Information Summaries section.

Fund name	Single or dual priced	Valuation Point (each business day)
Henderson Diversified Growth Fund	Single priced	4.00pm
Henderson Global Strategic Capital Unit Trust	Dual priced	12 noon
Henderson Multi-Manager Absolute Return Fund	Single priced	12 noon
Henderson Multi-Manager Active Fund	Single priced	4.00pm
Henderson Multi-Manager Distribution Fund	Single priced	12 noon
Henderson Multi-Manager Diversified Fund	Single priced	12 noon
Henderson Multi-Manager Income & Growth Fund	Single priced	12 noon
Henderson Multi-Manager Managed Fund	Single priced	4.00pm
Henderson UK Strategic Income Unit Trust	Dual priced	12 noon

Underlying fund charges

The Funds invest in other authorised collective investment schemes and these funds will also have charges, which will indirectly affect your investment. These are preliminary and annual management charges. The underlying funds will also incur additional attributable expenses similar to those mentioned above.

Dealing charges and Portfolio Turnover Rates ("PTR")

The PTR represents the percentage of a Fund's portfolio that is bought and sold over a 12 month period. Buying and selling within a Fund incurs a dealing cost so the higher the PTR the higher the dealing costs paid for by the Fund. However, active management may mean that changing investments increases the performance of a Fund to outweigh these costs. We show the PTR for each Fund in the Fund Information Summaries section.

The effect of charges and expenses on an investment

The tables in the Fund Information Summaries section illustrate the effect of charges and expenses on an investment. Each table is based on a lump sum investment of £1,000. We show a percentage figure which takes into account the effect of charges and expenses after 1, 3, 5 and 10 years. It shows, as a percentage, the level to which growth would be reduced from 6.00%. Dealing costs are not included. The higher the charges and expenses potentially the lower the percentage growth figure will be. The figures are not guaranteed. What you get back will depend on how your investment grows in value. You could get back more or less than the figures shown in the tables. Investments held within an ISA may achieve a higher growth rate because of their tax benefits.

Cost of advice

Your financial adviser will give you details about the cost of this advice. The amount will depend on the size of your investment. It will normally be paid for out of the charges of the Funds unless you have a different arrangement with your financial adviser.

After you have invested, we will send you details of the payment and any services and benefits which may be provided to your financial adviser in connection with your investment. This will be included on the contract note.

How do I Invest

Minimum investment levels

You can invest a lump sum or save regularly on a monthly basis. Please refer to "Investment through ISAs" on page 26 for details on ISA investments. We recommend that you consult a financial adviser before you invest.

Minimum investment limits per fund (Retail shares/units)	
Lump sum	£1,000
Top up investment	£100
Regular monthly savings contribution	£100
Switch	£1,000
Partial sale (redemption)	£100
Holding	£1,000

By post

Complete the application form. Then either:

- post it to the address on the form, or
- send it to your financial adviser.

You must send the appropriate payment with your application to invest (see below).

Paying for your postal investment

- Investing a lump sum: please send a personal cheque made payable to **Henderson Global Investors** with your application form. Please check the minimum investment limits for each Fund in the table above.
- Investing regularly on a monthly basis: please complete the direct debit instruction and send us a cheque for your first monthly payment. Please note that we do not accept third party payments, the account name on the cheque must be the same name as the person who is making the investment.

Paying by telephone

If you are an existing investor in the Funds, subject to certain conditions you may top up your current investment Fund(s) by telephoning us. You must pay for your investment during the call using a debit card which must be registered in your own name.

Confirmation of your investment

We will send you a contract note which will tell you your customer number, the number of shares or units you have bought, the amount you have invested, the share or unit price and any charges you have incurred. We send you a contract note for any subsequent investments or switches you make. We will aim to send out all contract notes within one working day of investing your money. If you are saving monthly we will send you an acknowledgement confirming that your account has been set up, but you will not receive monthly contract notes. It is very important to keep all contract notes safe, because we do not issue certificates. Your evidence of ownership is through us entering you on the investor register. If you are an ISA investor your investment will be registered jointly in your name and Henderson Global Investors Limited.

Changing my mind

If you apply directly to us, you will not have the right to cancel your investment. If you apply via an authorised financial adviser, you may receive a cancellation notice which gives you 14 days to change your mind. However, if the value of your investment has fallen between the time of issuing your shares or units and us receiving your cancellation notice, we may deduct the amount by which it has fallen from your payment before returning your money to you.

How do I switch between Funds?

You may switch between Funds by writing to us (signed by all investors) at the address shown in the Contact us section. Remember that if you do not switch the entire holding, you should maintain a minimum of £1,000 holding in your existing Fund.

We will not usually charge you for switching between Funds but we reserve the right to do so. For single priced funds the price for switching will be based on the underlying net asset value of the funds. For dual priced funds, we will sell the shares or units for you at the bid price and buy at the offer price.

A switch of assets from one fund to another will be regarded as a chargeable disposal by HM Revenue & Customs, and could give rise to a CGT liability if your annual allowance has already been used. CGT does not apply to investments held within an ISA.

Can I access my money easily?

You can sell all or part of your investment at any time. There is no withdrawal charge for doing this, although we reserve the right to impose a £5 charge for same day bank transfers of less than £10,000. We will deduct this from the withdrawal proceeds. The minimum amount for partial withdrawals is £100. After you have made the withdrawal, the remaining value in the Fund must be at least £1,000. Your financial adviser will be pleased to provide you with details of the options open to you. If you wish to sell your OEIC, unit trust or ISA investment please call or write to us using the contact details at the front of this Simplified Prospectus.

Does my investment pay an income?

This depends on whether the Funds' underlying investments generate income. Income may either be reinvested or paid out to you. Please refer to the Fund Information Summaries section for details of the income payments and any charges that may apply on income reinvestment.

Income shares or units

We will purchase additional shares or units for you when we receive the income. If you elect to have income paid out to you (see above), the income will be paid into your nominated bank or building society account on the Fund's income payment date. We have shown the payment dates in the Fund Information Summaries section.

Accumulation shares or units

For these shares/units, we reinvest all the income to maximise growth potential, increasing the value of shares held. Please see the Fund Information Summaries section which shows when income is accumulated.

Monthly withdrawal facility

A monthly withdrawal facility is available except for Henderson Multi-Manager Diversified Fund, Henderson Global Strategic Capital Unit Trust, Henderson Multi-Manager Absolute Return Fund and Henderson UK Strategic Income Unit Trust. This allows you to withdraw a fixed monthly income of up to 7.5% a year of your original investment. You must withdraw a minimum of £25 per month. The payment date is the 15th day of the month, or the previous business day. It may be necessary to sell some of your shares/units in order to meet the level of payment you have chosen. If so, we will sell these shares/units four business days prior to the payment date. Such withdrawals may result in capital erosion. Please allow seven business days for a monthly withdrawal instruction to be established.

How can I find out how my investment is doing?

You can check the latest Fund prices by:

- Visiting **www.henderson.com**, where fund performance information is also available;
- Calling Customer Services on **0800 832 832** for details of the current prices, estimated yields and valuations.

Please note that these prices are historical and are not the prices at which you would be able to buy or sell shares or units. We will buy and sell shares or units in a Fund on a forward pricing basis, which means we will use the prices we calculate at the next valuation point, which are listed in the table on page 7.

We show the past performance of the Funds in the Fund Information Summaries section.

Every six months we send you:

- A statement showing the value of your investment as at 30 June and 31 December each year, together with a list of transactions during the six month period. We aim to send statements within 25 business days of the statement valuation date;
- A copy of the annual or half-yearly Short Report for the Fund(s) you hold together with a statement for your holdings in that Fund if held outside of an ISA. This will provide up-to-date details of your Fund and a commentary from the fund manager about the Fund's performance;
- If your shares or units are not held within an ISA, we will send you a tax voucher every six months giving income details for each distribution or accumulation of income made during the relevant period.

What happens to my investment on death?

Investments form part of your estate on death and on production of the Death Certificate and the Sealed Grant of Probate or Letters of Administration, may be sold or re-registered in the names of the Executors or Administrators of the Estate or a Beneficiary.

Additional Information

Complaints

Details of our complaints procedures are available on request or by visiting our website. If you would like to raise an issue with us concerning any part of your dealings with us, you should write to the Complaints Officer at PO Box 9023, Chelmsford CM99 2WB. We will deal with your complaint via our internal complaints procedures. Alternatively you can use any of the contact details in the Contact us section on page 1.

If you are dissatisfied with the response received, you may also complain directly to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You will have six months from the date of our final response to notify the Ombudsman of your complaint. Making a complaint will not prejudice your right to take legal proceedings.

Compensation arrangements

We are 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. The levels of compensation are set by the Government and can change. Further information about compensation arrangements is available from:

Financial Services Compensation Scheme
7th Floor
Lloyds Chambers
Portsoken Street
London E1 8BN

Telephone 020 7892 7300
Email: enquiries@fscs.org.uk

Late trading/market timing

We have a regulatory responsibility and a duty of care to prevent "late trading" and "market timing" practices carried out by investors in our Funds. These practices, in general, aim to exploit time differences and price inefficiencies within stock markets and the pricing of shares or units of the Funds. We have put in place procedures to prevent this and to monitor suspected market timing and late trading. We are also obliged to declare all such suspicious cases to the FSA and to the Depositary/Trustee. We may also cancel or suspend orders, including switches between Funds, in such circumstances. You can find more information on market timing within the full Prospectuses.

Best execution/Best interests

When buying or selling shares or units on your behalf, we will only buy or sell at the relevant valuation point as detailed in this document and the full Prospectuses.

We are required to ensure your best interests are served when placing dealing instructions with securities dealing firms. We shall monitor the quality of the execution arrangements we maintain with the brokers we use and promptly make any changes where we identify a need to do so.

Further details relating to our internal policy are available in the full Prospectus or by contacting us (see details on page 1).

Conflicts of interest

The ACD/Manager, Investment Manager and other companies within the Henderson Group plc may act as investment managers or advisers to other funds which follow similar investment objectives to those of these Funds. It is therefore possible that potential conflicts of interest could arise. The ACD/Manager and/or the Investment Manager will, however, have regard to its obligations to act in the best interests of the Funds as far as possible, having regard to its obligations to other clients. The ACD/Manager acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure with reasonable confidence, that risks of damage to the interest of the ACD/Manager or shareholders will be prevented. Should any such situations arise, the ACD/Manager will disclose these to shareholders in an appropriate format.

The Depositary/Trustee may act as depositary, trustee or custodian of other collective investment schemes.

Further details relating to our internal policy are available in the full Prospectus or by contacting us (see details on page 1).

Dealing arrangements/inducements

We have entered into "dealing arrangements" with certain brokers under which a proportion of commission paid to them on transactions may be used to pay for execution and/or research services provided to us by the broker or a third party. Our policy in relation to these "Commission Sharing Agreements" is available on request.

Strategy for the exercise of voting rights

The ACD/Manager has a strategy for determining when and how voting rights attached to ownership of Scheme Property are to be exercised for the benefit of each Fund. A summary of this strategy is available from the ACD/Manager on request by contacting us (see details on page 1), as are the details of the actions taken on the basis of this strategy in relation to each Fund.

UK Anti Money Laundering requirements

You should note that under United Kingdom legislation and regulations concerning the prevention of money laundering and terrorist financing, we are required to verify the identity of our clients. In certain circumstances we may need to request additional information to verify your identity. If this is the case we will write to you to request the information. This may delay your investment and we shall need this information before we can act on any further instructions from you about your investment or make any payments to you. Neither we nor our administrator shall be liable for any share price movements occurring during delays as a result of money laundering requirements being satisfied.

Data Protection Act

Your information will be stored and processed by computer systems so that we can provide the services. We may pass such information on to third party service providers used by us. The use of personal information is covered by our registration under the Data Protection Act 1998 ("DPA"). To assist in confirming identity we may make searches with credit reference agencies who will supply us with credit information, as well as information from other sources including the Electoral Register. The agencies may record details of the search. We may also pass information to law enforcement agencies.

Any information you provide will be used to enable us to provide the services which you have applied for, internal research and analysis, and to identify you when you contact us. Your information will only be transferred to other Henderson Group companies or their agents or, where you have notified us that you have appointed a financial adviser, to your financial adviser. You should contact us in writing if you do not want us to share your personal information with your financial adviser. If we or the Henderson Group undergoes a group restructuring or is sold to a third party, we may transfer your personal information to that restructured entity or third party.

The controller is Henderson Global Investors. Your data may be transferred outside of the European Economic Area (the EEA) for example when our servers, suppliers and/or service providers are based outside the EEA. Where this is the case, we will take steps to ensure that your privacy rights are respected.

We may wish to contact you for market research purposes and to provide you with information on our products and services from time to time. You may write to us to request to be removed from our mailing list, correct your personal data or, upon payment of the appropriate fee, obtain a copy of the personal data we hold about you.

Disability Discrimination Act

If you require a copy of this brochure in large text format, Braille or on audiotape, please telephone our Customer Services on **0800 832 832**.

Prospectus/Report and Accounts

You can ask for free copies of the latest Prospectuses and annual and half yearly Reports & Accounts (short and/or long form) by contacting us using the contact details at the beginning of this Simplified Prospectus. You can also visit our website for this information.

Address of Head Office, ACD/Manager and Scheme Promoter

201 Bishopsgate
London EC2M 3AE

Investment Adviser

Henderson Global Investors Limited
201 Bishopsgate
London EC2M 3AE

Depositary & Trustee

National Westminster Bank plc
135 Bishopsgate
London EC2M 3UR

Depositary

HSBC Bank plc
Trustee and Depositary Services
8 Canada Square
London E14 5HQ

Auditor – for Henderson Multi-Manager Absolute Return Fund, Henderson Multi-Manager Distribution Fund and Henderson Multi-Manager Income & Growth Fund

PricewaterhouseCoopers LLP
141 Bothwell Street
Glasgow G2 7EQ

Auditor – for Henderson Diversified Growth Fund, Henderson Global Strategic Capital Unit Trust, Henderson Multi-Manager Active Fund, Henderson Multi-Manager Diversified Fund, Henderson Multi-Manager Managed Fund and Henderson UK Strategic Income Unit Trust.

KPMG Audit Plc
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EG

FSA contact details

We and the Funds are authorised and regulated by the Financial Services Authority (the "FSA"). The FSA can be contacted at:

Financial Services Authority
25 The North Colonnade
Canary Wharf
London E14 5HS

From UK: 0845 606 1234 (local call rates)

From Overseas: +44 20 7066 1000

Website: www.fsa.gov.uk

Summaries

Fund contents

Henderson Diversified Growth Fund

Henderson Global Strategic Capital Unit Trust

Henderson Multi-Manager Absolute Return Fund

Henderson Multi-Manager Active Fund

Henderson Multi-Manager Distribution Fund

Henderson Multi-Manager Diversified Fund*

Henderson Multi-Manager Income & Growth Fund

Henderson Multi-Manager Managed Fund

Henderson UK Strategic Income Unit Trust

* Formerly known as Henderson Diversified Absolute Return Fund

Henderson Diversified Growth Fund

Aims

- The Fund aims to achieve long term capital growth with some potential for income returns with lower than equity market volatility.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- A. Overseas investments
- C. Funds where income may be funded from capital
- D. Emerging markets
- E. Derivatives for investment purposes
- F. Credit and fixed interest security
- G. Investment trust companies
- H. Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Class A Accumulation Shares assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. This Fund was only launched on 28 February 2011 so one full year performance is not available.

This Fund was launched in February 2011.

Accounting information

Accounting reference dates	31 January (Annual)	31 July (Interim)
Payment dates	31 May (Annual)	
Dividend or interest distribution	Dividend	
AMC from income or capital	Income	

Charges and expenses (please see page 7 for further details)

Unit class	Class A Accumulation Shares
Initial charge %	5.00%
AMC %	1.50%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
TER%**	1.75% (estimated)
PTR%**	N/A

* At the discretion of the Manager.

**As the Fund was only launched in February 2011, the TER has been estimated and the PTR is not yet available.

At the end of year	Investment to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	70	989
3	1,000	117	1,070
5	1,000	173	1,160
10	1,000	362	1,420

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £362. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 3.63% a year.

Henderson Global Strategic Capital Unit Trust

Aims

- The Fund aims to achieve capital growth.
- The Fund will invest worldwide principally in a managed portfolio of investment trust shares and other closed-ended vehicles.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- A. Overseas investments
- G. Investment trust companies
- H. Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Accumulation Units assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in September 2006.

Accounting information

Accounting reference dates	30 June (Annual)	31 December (Interim)
Payment dates	31 August (Annual)	
Dividend or interest distribution	Dividend	
AMC from income or capital	Income	

Charges and expenses (please see page 7 for further details)

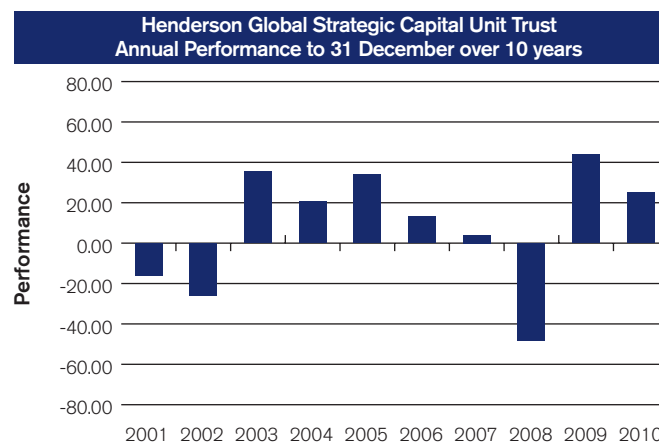
Unit class	Accumulation Units
Initial charge %	5.00%
AMC %	1.25%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
TER%**	1.52%
PTR%**	1.00%

* At the discretion of the Manager.

**TER and PTR are both as at 31/12/10.

At the end of year	Investment to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	68	991
3	1,000	111	1,070
5	1,000	162	1,170
10	1,000	336	1,450

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £336. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 3.81% a year.



Cumulative performance: over the same time period, the total return was +49.88%.

Source: Morningstar, Total Return, bid to bid, UK Net Income Reinvested, GBP

Henderson Multi-Manager Absolute Return Fund

Prior to 11 July 2011, this Fund was known as Gartmore Multi Manager Absolute Return Fund

Aims

- The fund aims to provide a positive return over the long term, whether markets go up or down, by investing in a range of collective investment schemes. These other schemes can invest in any country.

The fund aims to typically deliver absolute (more than zero) returns in each year, although an absolute return performance is not guaranteed. Over the short term it may experience periods of negative returns so the fund may not achieve this objective.

Specific risks for this fund

- A. Overseas investments
- H. Collective investment schemes

Please see page 5 for details on these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Class A Accumulation Shares assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in October 2004, however, due to the Fund changing its investment objective and IMA sector on 31 October 2008, only two years past performance is available.

Accounting information

Accounting reference dates	31 March (Interim)	30 September (Annual)
Payment dates	31 May (Interim)	30 November (Annual)
Dividend or interest distribution	Dividend	
AMC from income or capital	Income	

Charges and expenses (please see page 7 for further details)

Share class	Class A Accumulation Shares
Initial charge %	5.00%
AMC %***	1.25%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
TER%**	2.39%
PTR%**	58%

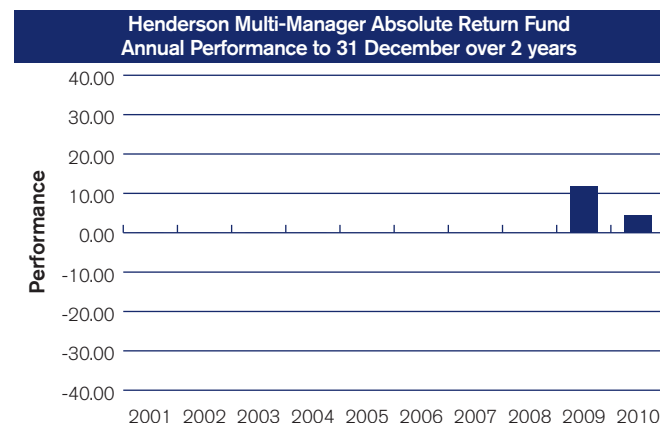
* At the discretion of the Manager.

**The TER and PTR are both as at 31/03/11.

*** This charge is in addition to the net charges on the underlying funds. These underlying funds have annual management charges and may also charge performance fees. Any management fee rebates that are negotiated are credited to the fund for the benefit of investors.

At the end of year	Investment to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	76	983
3	1,000	137	1,050
5	1,000	210	1,120
10	1,000	451	1,330

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £451. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 2.96% a year.



Cumulative performance: over the same time period, the total return was 18.45%

Source: Lipper. Based on mid-market prices with net income reinvested and net of fees, in UK sterling terms as at 31 December 2010.

Henderson Multi-Manager Active Fund

Aims

- The Fund aims to provide capital growth by investing in markets in the UK and overseas.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- A. Overseas investments
- C. Funds where income may be funded from capital
- D. Emerging markets
- H. Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Class A Accumulation Shares assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in June 1996.

Accounting information

Accounting reference dates	31 January (Annual)	31 July (Interim)
Payment dates	31 May (Annual)	
Dividend or interest distribution	Dividend	
AMC from income or capital	Income	

Charges and expenses (please see page 7 for further details)

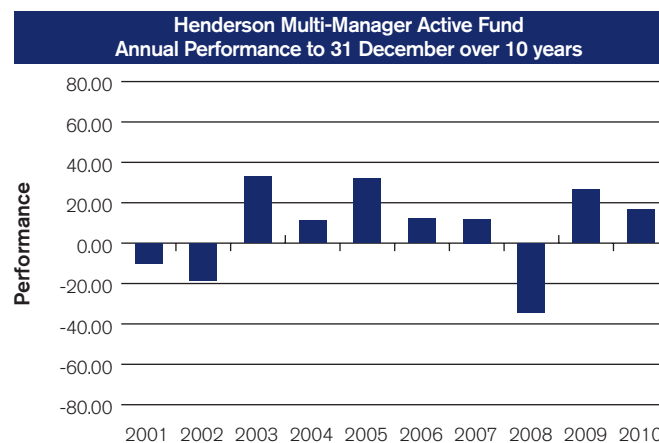
Share class	Class A Accumulation Shares
Initial charge %	5.00%
AMC %	1.50%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
TER%**	2.54% (% of Fund value - includes estimated charges made by underlying funds within the Fund)
PTR%**	389%

* At the discretion of the Manager.

**TER and PTR are both as at 31/01/11.

At the end of year	Investment to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	78	981
3	1,000	142	1,040
5	1,000	218	1,110
10	1,000	471	1,310

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £471. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 2.81% a year.



Cumulative performance: over the same time period, the total return was +73.27%.

Source: Morningstar, Total Return, NAV to NAV, UK Net Income Reinvested, GBP

Henderson Multi-Manager Distribution Fund

Aims

- The Fund aims to provide income significantly in excess of the yield of the FTSE All Share Index with the prospect for some capital growth.
- The Fund invests in authorised unit trusts and/or authorised companies which invest outside the UK, but will maintain a core exposure to funds investing in the UK.

Please see the full Prospectus for the Fund's investment objective and policy.

Fund specific risk warnings

- A. Overseas investments
- B. Funds where charges are deducted from capital
- C. Funds where income may be funded from capital
- F. Credit and fixed interest security
- H. Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Income Units (with income paid out) assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in March 2001.

Accounting information

Accounting reference dates	23 November (Annual)	23 May (Interim)
Payment dates	23 January (Annual)	23 April 23 July (Interim) 23 October
Dividend or interest distribution	Dividend	
AMC from income or capital	100% from capital	

Charges and expenses (please see page 7 for further details)

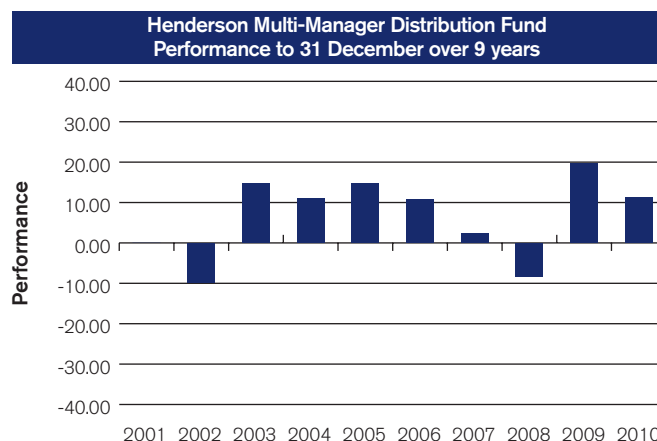
Unit class	Income Units
Initial charge %	5.00%
AMC %	1.50%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
Income reinvestment charge%	0%
TER%**	2.32% (% of Fund value – includes estimated charges made by underlying funds within the Fund)
PTR%**	282%

* At the discretion of the Manager.

**TER and PTR are both as at 23/11/10.

At the end of year	Investment to date (£)	Income to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	28	75	955
3	1,000	85	131	966
5	1,000	143	195	977
10	1,000	290	344	1,000

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £344. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 2.92% a year.



Cumulative performance: over the same time period, the total return was +80.68%.

Source: Morningstar, Total Return, NAV to NAV, UK Net Income Reinvested, GB

Henderson Multi-Manager Diversified Fund

(Formerly known as Henderson Diversified Absolute Return Fund)

Aims

- The Fund aims to achieve long term total return (capital growth with income) through a diverse portfolio of both UK and overseas investments.
- The Fund will maintain a low level of exposure to equities. The Fund will invest in units/shares of collective investment schemes, transferrable securities, money market instruments, deposits, cash and new cash.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- Overseas investments
- Funds where charges are deducted from capital
- Derivatives for investment purposes
- Credit and fixed interest security
- Investment trust companies
- Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Class A Accumulation Units assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The FSA's (Financial Services Authority) rules on financial promotion do not permit the publication of past performance information unless it exists for the previous 12 months.

This Fund was launched in May 1991, however, due to the Fund changing its investment objective and IMA Sector on 30 March 2012, 12 month past performance is not available.

Accounting information

Accounting reference dates	31 May (Annual)	31 Aug*	30 November (Interim)	28 Feb*
Payment dates	31 July (Annual)	31 Oct*	31 Jan*	30 Apr*
Dividend or interest distribution	Interest			
AMC from income or capital	Capital			

* Note: additional accounting and payment dates effective from 1 June 2012.

Charges and expenses (please see page 7 for further details)

Unit class	Class A Income and Accumulation Units
Initial charge %	5.00%
AMC %	1.25%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
TER%**	1.40%
PTR%**	31.06%

* At the discretion of the Manager.

**TER and PTR are both as at 30/11/10.

At the end of year	Investment to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	69	990
3	1,000	114	1,070
5	1,000	168	1,160
10	1,000	349	1,440

Henderson Multi-Manager Income & Growth Fund

Aims

- The Fund aims to provide income in excess of the yield of the FTSE All Share Index with the prospect for some capital growth.
- The Fund invests in authorised unit trusts and/or authorised companies and is not restricted by economic sectors. It will take a long term balanced view of worldwide stock markets, while maintaining a core holding in the UK.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- Overseas investments
- Funds where charges are deducted from capital
- Funds where income may be funded from capital
- Credit and fixed interest security
- Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Income Units (with income paid out) assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in February 1998.

Accounting information

Accounting reference dates	23 November (Annual)	23 May (Interim)		
Payment dates	23 January (Annual)	23 April	23 July (Interim)	23 October
Dividend or interest distribution	Dividend			
AMC from income or capital	100% from capital			

Charges and expenses (please see page 7 for further details)

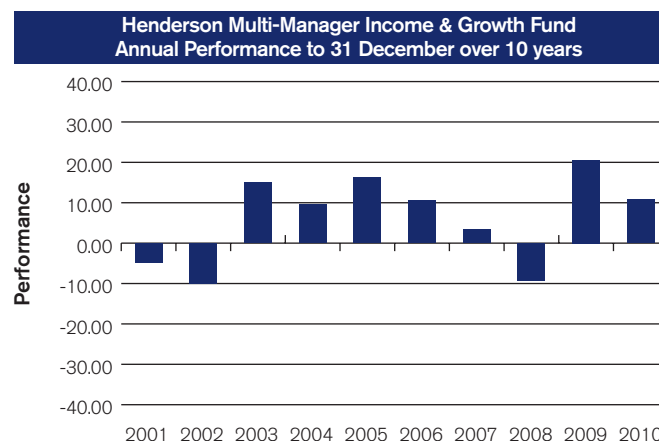
Unit class	Income and Accumulation Units
Initial charge %	5.00%
AMC %	1.50%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
Income reinvestment charge%	0%
TER%**	2.40% (% of Fund value – includes estimated charges made by underlying funds within the Fund)
PTR%**	308%

*At the discretion of the Manager.

**TER and PTR are both as at 23/11/10.

At the end of year	Investment to date (£)	Income to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	19	76	963
3	1,000	58	135	991
5	1,000	99	203	1,020
10	1,000	205	414	1,090

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £414. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 2.91% a year.



Cumulative performance: over the same time period, the total return was +73.93%.

Source: Morningstar, Total Return, NAV to NAV, UK Net Income Reinvested, GB

Henderson Multi-Manager Managed Fund

Aims

- The Fund aims to provide capital growth by investing in UK and overseas equities.
- The Fund may also have some exposure to fixed interest securities.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- A. Overseas investments
- C. Funds where income may be funded from capital
- F. Credit and fixed interest security
- H. Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Class A Accumulation Shares assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in June 1997.

Accounting information

Accounting reference dates	31 January (Annual)	31 July (Interim)
Payment dates	31 May (Annual)	
Dividend or interest distribution	Dividend	
AMC from income or capital	Income	

Charges and expenses (please see page 7 for further details)

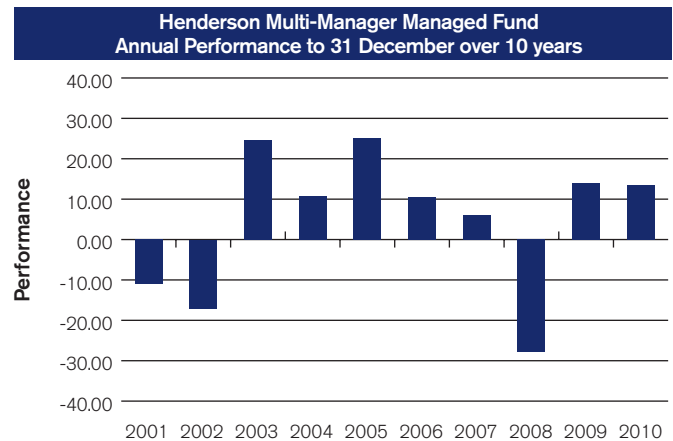
Share class	Class A Income and Accumulation Shares
Initial charge %	5.00%
AMC %	1.50%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
Income reinvestment charge%	0%
TER%**	2.42% (% of Fund value – includes estimated charges made by underlying funds within the Fund)
PTR%**	304%

* At the discretion of the Manager.

**TER and PTR are both as at 31/01/11.

At the end of year	Investment to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	77	982
3	1,000	138	1,050
5	1,000	211	1,120
10	1,000	455	1,330

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £455. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 2.93% a year.



Cumulative performance: over the same time period, the total return was +39.24%.

Source: Morningstar, Total Return, NAV to NAV, UK Net Income Reinvested, GB

Henderson UK Strategic Income Unit Trust

Aims

- The Fund aims to achieve a high level of income.
- The Fund will invest principally in the UK in a managed portfolio of investment trust shares and other closed-ended vehicles.

Please see the full Prospectus for the Fund objective and policy.

Fund specific risk warnings

- B. Funds where charges are deducted from capital
- F. Credit and fixed interest security
- G. Investment trust companies
- H. Collective investment schemes

Please see page 5 for details of these specific risks.

Effect of charges and expenses

The adjacent table illustrates the effect of charges and expenses on an investment. These figures are not guaranteed. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. The table shows the effect of charges and expenses on a £1,000 LUMP SUM INVESTMENT in Income Units (with income paid out) assuming an initial charge of 5.00% and a growth rate of 6.00% per annum.

Performance information

Please note that past performance is not a guide to future performance. The adjacent graph displays annual performance which is the gains or losses made by the Fund for each complete calendar year. We also show the cumulative performance figure (gains or losses over the entire period) for a maximum of ten years, or as many complete calendar years that are available. The historical performance information is net of UK tax and does not include the effect of subscription and redemption charges.

This Fund was launched in April 1989.

Accounting information

Accounting reference dates	31 March (Annual)	30 September (Interim)
Payment dates	28 or 29 February, 31 May, 31 August, 30 November	
Dividend or interest distribution	Dividend	
AMC from income or capital	100% from capital	

Charges and expenses (please see page 7 for further details)

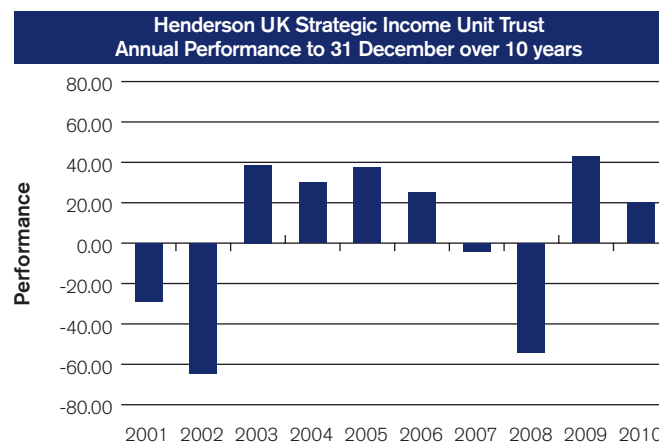
Unit class	Income Units
Initial charge %	5.00%
AMC %	1.50%
Redemption charge*	Up to 3% on subscriptions held for less than 90 days
Income reinvestment charge%	0%
TER%**	1.69%
PTR%**	16%

* At the discretion of the Manager.

**TER and PTR are both as at 30/09/10.

At the end of year	Investment to date (£)	Income to date (£)	Effect of deductions (£)	What you might get back (£)
1	1,000	55	72	931
3	1,000	162	119	895
5	1,000	265	171	860
10	1,000	505	324	774

The last line in the table shows that over 10 years the effect of the total charges and expenses could amount to £324. Putting it another way, this would have the same effect as bringing down investment growth from 6.00% a year to 3.24% a year.



Cumulative performance: over the same time period, the total return was -41.01%.

Source: Morningstar, Total Return, bid to bid, UK Net Income Reinvested, GBP

Jargon glossary

Absolute return

An investment strategy that aims to produce a positive return each year regardless of what happens in the financial markets and not compared with any benchmark.

Accounting reference dates

The dates when a fund's accounts are finalised and income is calculated for distribution on to investors or for accumulation.

Authorised Corporate Director ("ACD")

A company authorised and regulated by the FSA and given powers and duties under FSA regulations to operate an OEIC.

Benchmark

Some of the Funds are assigned a Benchmark against which performance is measured and evaluated.

Bond

An acknowledgement of a debt ("IOU") issued by a company or government. During the life of the bond, the bondholder usually receives regular interest payments based on the coupon rate. On maturity the loan is repaid. Investment grade bonds have a higher credit rating and are considered more secure. Sub-investment grade bonds have lower credit ratings and so have greater possibility of failing to make their repayments.

Collective investment schemes

A generic term encompassing authorised unit trusts, common investment funds, OEICs and investment trusts.

Corporate bonds

A bond issued by a corporation to an investor, as a means of raising money.

Counterparty

Every transaction has at least two parties. The counterparty is the other party in the transaction from us.

Depositary

A firm (usually a bank) authorised by the FSA and independent of the OEIC and its directors. It has legal title to the OEIC investments, is responsible for their safe custody and ensuring the OEIC complies with key regulatory requirements.

Derivatives

A general name for investments such as futures and options whose value depends on the performance of another financial asset, for example the price of a bond, currency or share. Derivatives can be used by fund managers to control particular aspects of a portfolio's risk, or as an investment in their own right.

Dilution adjustment

The dilution adjustment is a method to ensure fair treatment between investors joining, leaving or remaining in a fund. The price of the shares or units of a fund may be adjusted to protect its value from being reduced in the case of large scale movements into or out of that fund. Further details can be found in the full Prospectuses.

Emerging Markets

In this document, emerging markets means:

- countries included in the MSCI World Emerging Markets Index
- countries included in the World Bank definition of developing economies, and
- countries that are, in the Investment Manager's opinion, developing countries.

Forward transactions

These are transactions where the buyer and seller agree on a price now for a delivery of an item at a later date. **Income shares or units** A type of share or unit which entitles the income derived by a fund to be distributed to investors. Further information is available under "The income from your investment" in this Simplified Prospectus.

Manager

A corporate body and an authorised person given powers and duties under FSA regulations to operate a unit trust.

Money market instruments

Short-term debt instruments, usually running for a year or less. Examples of these include Treasury bills. These are issued by the Treasury, via the Debt Management Office, representing a promise to repay a set sum of money on a specified date in the future.

Multi-Manager

A Multi-Manager fund is one that invests in other collective investment schemes.

Non-UCITS Retail Scheme ("NURS")

The UCITS framework provides a set of European standards for the operation of collective investment funds, so that funds may be sold across the European Union. A NURS is an authorised fund that can be promoted to retail investors but it does not fall within the scope of the UCITS directive.

Objective and Policy

Each Fund has an objective and policy that is set out in the full Prospectuses and this Simplified Prospectus.

Open Ended Investment Company ("OEIC")

An OEIC is a type of investment product that offers indirect investment in stock markets. Your money is pooled with that of other investors who choose to invest in the same fund. Funds will use this money to buy investments, such as stocks and shares, as selected by the Investment Manager for the fund. The value of your shares in the fund is directly related to the underlying value of these investments. Because the investments are spread across a range of assets, the risk may be lower than investing in a single asset such as a company's shares.

Payment dates

Income from the Funds is accumulated or paid out on these dates.

Securities

An investment instrument such as shares or bonds, issued by a corporation, government or other organisations which offers evidence of debt or equity.

Specific Risks

Outlines the risk factors which specifically apply to your Fund. Please consider these carefully before you choose to invest.

Stamp Duty Reserve Tax (“SDRT”)

HM Treasury requires up to 0.5% SDRT to be applied on transactions in shares or units in a fund rather than it being charged to the individual investor. SDRT is mainly payable on funds that invest in UK shares. It is the current policy to meet the cost of SDRT directly from the Funds' assets, however, there may be exceptions to this, and the policy could change in the future. Further information can be found in the full Prospectuses.

Transferable securities

These are securities which can be freely traded on a market.

Trustee

A firm (usually a bank) authorised by the FSA and independent of the Unit Trust and its manager. It has legal title to the investments, is responsible for their safe custody and ensuring the fund complies with key regulatory requirements.

Undertakings for the Collective Investment of Transferable Securities (“UCITS”)

UCITS funds can be marketed within all countries that are a part of the European Union, provided that the fund and fund managers are registered within the domestic country.

Unit Trust

A unit trust is a fund that invests in shares, securities and other funds on behalf of its underlying investors.

Yield

A measure of return from dividend or interest income, expressed as a percentage of an asset's price.

Appendix 2

Investment through ISAs

ISAs in general

What is an ISA?

An ISA (Individual Savings Account) is a tax-efficient way of investing money without you having to pay further tax on any of the profit made, withdrawals or income you take. The account itself is like a basket into which you can put different types of investment.

Anyone over the age of 18 and who is resident and ordinarily resident in the UK for tax purposes can invest in a stocks and shares ISA.

What types of ISA are there?

There are two types of ISA:

- Stocks and shares
- Cash

How much can I invest in an ISA?

You can make lump sum or regular investments provided that you do not exceed the maximum allowable amount. The overall subscription limit for an ISA is £11,280, of which up to £5,640 can be subscribed to a cash ISA, and the balance or full amount in a stocks and shares ISA. You may only subscribe to one cash ISA, or one stocks and shares ISA in the same tax year.

What are the tax benefits of ISAs in detail?

The benefits are most relevant to those who, because of the other income they receive, would normally pay tax on their savings. However, the tax treatment of ISAs may change in the future and the value of their benefits depends on your individual circumstances. It is probably best to look at the tax benefits of ISAs in two parts:

1. The tax treatment of your ISA on encashment

When you cash in your ISA, in whole or in part, there will be no income tax or Capital Gains Tax ("CGT") to pay.

2. The tax treatment of your ISA's investment income

There will be no income tax to pay in respect of any income received by you from your investment held within your ISA.

If your stocks and shares ISA contains a Fund which invests primarily in shares, the companies in which your ISA may invest will pay a dividend out of their taxed profits. Income into the Fund from this source is not totally tax free as no tax reclaim can be made for the 10% tax credit on dividend income but there is no further tax liability. When we receive the income tax which we reclaim from HM Revenue & Customs we will use it to buy additional shares or units.

Please note:

Funds cannot claim back tax credits on dividends received from any investments they make in UK shares or any withholding tax paid in respect of non-UK equities held.

Can I transfer ISAs?

Yes - you can transfer your stocks and shares ISA and/or cash ISA to or from another ISA manager. However, please note the following important points:

- If you wish to transfer a current tax year stocks and shares ISA to another provider, then you need to transfer all of it, i.e. you cannot transfer it in part. For previous tax years you can transfer all or part of your stocks and shares and/or cash ISAs.
- You are unable to transfer stocks and shares ISAs to cash ISAs.
- If you transfer a cash ISA into a stocks and shares ISA you will not be able to subsequently transfer your ISA back to a cash ISA.

What happens to ISAs upon death?

The tax benefits of an ISA cease from the date of the investor's death. Investments within the ISA form part of your estate on death and on production of the Death Certificate and the Sealed Grant of Probate or Letters of Administration, may be sold or re-registered in the names of the Executors or Administrators of the Estate or a Beneficiary.

ISAs with Henderson

Please see the [Terms and Conditions for ISAs](#) for more information.

What ISAs does Henderson offer?

We offer the stocks and shares ISA only. Therefore, if you subscribe to a cash ISA with another provider the balance of your ISA allowance for that tax year may be invested in the Henderson Global Investors ISA e.g. £1,000 in a cash ISA with another provider and £9,680 in a stocks and shares ISA with Henderson Global Investors.

How do I invest in a Henderson ISA?

Minimum investment levels

You can invest a lump sum or save regularly on a monthly basis. We recommend that you consult a financial adviser before you invest.

Minimum investment levels

You can invest a lump sum or save regularly on a monthly basis. We recommend that you consult a financial adviser before you invest.

Minimum investment limits per fund (Retail shares/units)	
Lump sum	£1,000
Top up investment	£100
Regular monthly savings contribution	£100
Switch	£1,000
Partial sale (redemption)	£100
Holding	£1,000

For maximum investment levels, please refer to "How much can I invest in an ISA" above.

By post

Complete the application form. Then either:

- post it to the address on the form, or
- send it to your financial adviser.

You must send the appropriate payment with your application to invest (see below).

Paying for your postal investment

- Investing a lump sum: please send a personal cheque made payable to **Henderson Global Investors** with your application form. Please check the minimum investment limits for each Fund in the table above.
- Investing regularly on a monthly basis: please complete the direct debit instruction and send us a cheque for your first monthly payment. Please note we do not accept third party payments, the account name on the cheque must be the same name as the person who is making the investment.

Paying by telephone

If you are an existing investor in the Funds, subject to certain conditions you may top up your current investment Fund(s) by telephoning us. You must pay for your investment during the call using a debit card which must be registered in your own name.

Confirmation of your investment

We will send you a contract note which will tell you your customer number, the number of shares or units you have bought, the amount you have invested, the share or unit price and any charges you have incurred. We send you a contract note for any subsequent investments or switches you make. We will send all contract notes within one working day of investing your money. If you are saving monthly we will send you an acknowledgement confirming that your account has been set up, but you will not receive monthly contract notes. It's very important to keep all contract notes safe, because we do not issue certificates. Your evidence of ownership is through us entering you on the investor register. Your investment will be registered jointly in your name and Henderson Global Investors Limited.

Can I change my mind?

If you apply directly to us, you will not have the right to cancel your investment. If you apply via an authorised financial adviser, you may receive a cancellation notice which gives you 14 days to change your mind. However, if the value of your investment has fallen between the time of issuing your shares or units and us receiving your cancellation notice, we may deduct the amount by which it has fallen from your payment before returning your money to you. You may not therefore get back the amount originally invested. Please note that we do not make third party payments and will only return the funds to the named investor.

How do I transfer to a Henderson ISA?

If you wish to transfer your existing ISA(s) to Henderson, complete the ISA transfer application form and return it to your financial adviser or directly to the address in the Contact us section.

We will contact your existing ACD/manager, enclosing your instructions to close the ISA, and request the transfer of the cash value to us.

- We do not offer a cash ISA but we will accept transfers from existing cash ISAs into a stocks and shares ISA, and transfers from an existing stocks and shares ISA into our stocks and shares ISA.
- For previous tax years you can transfer all or part of your stocks and shares or cash ISAs to our stocks and shares ISA.
- In the current tax year, you have to transfer all of your stocks and shares or cash ISA to our stocks and shares ISA.
- There is no upper limit on the amount that can be transferred.
- If you transfer into the Henderson stocks and shares ISA you should appreciate that, during a part of the period of transfer your investment will be in cash. This means that until your cash is reinvested into the Henderson Fund(s) of your choice, you will not be exposed to any gains or falls in stock markets.

How do I sell my ISA?

If you wish to cash in all or part of your investment, please contact us (ISA sale instructions must be confirmed in writing), quoting your Account Number. You can write to us at the address in the Contact us section.

Please note the minimum partial cash-in value levels are set out in the Simplified Prospectus, under "How do I invest?"

Shares or units are sold every business day, provided we are in receipt of your written instructions by the close of the previous business day, and the proceeds will be paid to you within five business days of the settlement date once we receive all required documentation and your signature confirming the instruction. We reserve the right to impose a £5 charge for same day bank transfers of less than £10,000. We will deduct this from the withdrawal proceeds.

Where your account falls below the minimum levels specified in the Fund Information Summaries section we reserve the right to liquidate your account and send the proceeds to you, at the last address given. You must consider these minimum levels when you provide us with instructions to sell any of your investments.

Please note that we do not make third party payments.

What if I cancel or sell my ISA?

Should you cancel or redeem your ISA at any time then its ISA tax status will be lost and you will not be able to re-subscribe at a later date. This does not apply if you exercise your cancellation rights within the 14 day cancellation period if you have invested through an authorised financial adviser.

How do I stop regular payments?

If you are making regular investments, you can redirect your investments into a different Fund at any time, in order to build up a diversified portfolio. You need to build up a minimum investment of £1,000 in the initial Fund before you can do this.

Please see the Terms and Conditions for more information.

Terms & Conditions for ISAs

Application Forms

1. Who your agreement is with

Legal structure

Henderson Global Investors Limited (which we refer to as 'us', 'we', or 'our') in these Terms and Conditions is the ISA Manager and principal distributor of the Henderson ISAs ('the ISAs'). We are authorised and regulated by the Financial Services Authority (the 'FSA') and we are approved by HM Revenue & Customs as a manager of ISAs under the ISA Regulations.

Our address is:
Henderson Global Investors Limited
201 Bishopsgate
London EC2M 3AE

The agreement between you and us is made up of the information contained within:

- these Terms and Conditions;
- the Simplified Prospectuses of the Funds;
- the full prospectuses of the Funds; and
- the Application form.

You should read the documents above which are all available from us. Expressions defined in the ISA Regulations will, unless the context requires otherwise, have the same meaning in these Terms and Conditions. If the ISA Regulations are inconsistent with these Terms and Conditions, the ISA Regulations will prevail.

You should be aware of the nature and risks of investing in an ISA. Please see the Simplified Prospectus for more information on the Funds.

2. Definitions

"ACD" means Authorised Corporate Director, a corporate body regulated by the FSA and given powers and duties under FSA rules to operate an open ended investment company. Henderson Investment Funds Limited is the ACD.

"Application form" means an ISA Application form or transfer form that you complete when applying to invest in a Henderson ISA.

"Business day" means any day on which the Manager is open for business for the buying or selling of shares or units.

"Eligible investments" means the Funds available in the Henderson ISA. These include, but are not limited to, those listed in the Simplified Prospectuses.

"FSA" means the Financial Services Authority of 25 North Colonnade, Canary Wharf, London E14 5HS or any institution that assumes functions currently carried out by the Financial Services Authority.

"Fund" means an authorised unit trust or sub-fund of an open-ended investment company for which Henderson Investment Funds Limited is, respectively, the manager or authorised corporate director.

"Investments" means the investments made in the Funds you have selected on your Application form or during your telephone instruction.

"ISA" means an Individual Savings Account set up and managed under the ISA Regulations.

"ISA Manager" means the ISA plan manager which is Henderson Global Investors Limited.

"ISA Regulations" means the Individual Savings Account Regulations 1998, as amended from time to time.

"Manager" means the manager of the Funds, Henderson Investment Funds Limited.

"Henderson" means Henderson Investment Funds Limited.

"Henderson ISA" means an ISA managed by Henderson and subject to these Terms and Conditions.

"Regular saver" is an investor subscribing monthly by direct debit.

"Qualifying individual" means an individual aged 18 years or over who is deemed to be resident or ordinarily resident in the UK for tax purposes. This includes a non-resident who performs duties which by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 are treated as being performed in the UK (Crown employees serving overseas) or is married to, or is in a civil partnership with a person who performs such duties.

"Simplified Prospectus" is a document or documents describing the key features of the Funds as amended from time to time or any documents which replaces them under the FSA regulations.

"Terms" is an abbreviation referring to these Terms and Conditions

"Valuation point" is the date and time of day when the Funds are valued and their shares or units priced. These are detailed in the Simplified Prospectus.

3. Application & investment Opening a plan

You may invest by lump sum payment or by regular monthly savings. We detail the subscription limits in the Application form and the Simplified Prospectus.

An ISA can be set up by completing an application form and returning it to us with either a cheque or bankers draft for the amount you wish to invest as a lump sum, or by telephone if you have a debit card. If you wish to invest on a regular monthly basis you must complete a direct debit instruction and send us a cheque for the first monthly payment. The account name on the cheque must be the same name as the person who is making the investment.

You may make investments by telephone by arranging this in advance with our dealing department. You must pay for your investment during the call using a debit card. Please note that the debit card must be registered in the account holder's name.

We will send you an acknowledgement when you set up an ISA. We normally send this within four working days of receiving your Application form.

For lump sum investments, we will send you a contract note every time you invest. For monthly investments, we will send you a contract note after your initial investment only. We will send all contract notes within one working day of investing your money.

Your ISA and these Terms will normally come into force, subject to any rights you may have to withdraw, once we receive and accept your Application form and subscription.

We are not obliged to accept your Application form if it is not properly completed. If this is the case, we will try to contact you to clarify the information but it might take time to do so and during this time your money may remain uninvested (although we will deposit it in a non-interest bearing client money account). If we do not receive all information necessary to complete your ISA Application within 30 days of originally receiving it, your investment may be made in the Fund(s), but the ISA tax benefits will not apply. You can still obtain the tax benefits of an ISA by completing a new Application form. Should you forward a new fully completed form to us we will treat it as a new ISA from the date we receive it.

If we receive your Application form prior to the tax year to which it relates, we will not invest your money but will put it in a non-interest bearing client money account until the start of the new tax year.

Please note that we do not accept payments made on your behalf from a third party on any investments.

We reserve the right to refuse an application to have an ISA with us. In order to qualify for an ISA you must be a Qualifying individual.

Investment objectives

We set out the investment objectives and policies of the Funds in the Simplified Prospectus and the prospectus.

Basis of dealing

We normally invest your subscription at the next available Valuation point after we receive your payment and correctly completed Application form. If your subscription is returned by your bank as unpaid and you do not settle the amount owed within a further seven business days, or otherwise, if you do not settle within 30 days of your instructions to us, we have the right to treat your contract as null and void. We can claim from you any shortfall or retain any profits made from the transactions for ourselves.

Charges/fees

The ACD and Manager receive fees from the Funds and these are set out in the Simplified Prospectus. Such fees may vary from time to time in accordance with the FSA rules.

Regular savings

You can only make regular monthly savings for certain Funds and these are detailed in the Simplified Prospectus and on the Application form. You can split investments in more than one Fund, as long as you have invested the minimum amount as detailed in the Simplified Prospectus or Application form.

You can vary your regular monthly savings investment amounts by writing to us. We collect direct debits from your bank or building society account either on the 1st or 15th day of the month, at your election, or the next business day, provided we have received your direct debit form two weeks before the first collection date. Certain existing clients may have a collection date on other days of the month which will continue to apply. Please note the bank account must be held in the investor's name. We do not accept third party payments.

Once we have received your initial investment by cheque, we then use this money to buy shares or units in your chosen Fund(s) at the next available Valuation point. Unless you instruct us otherwise this will automatically continue to collect as instructed should your chosen Fund be merged into another Fund.

By investing monthly by direct debit, you will not need to complete an Application form at the start of each tax year. You can stop and start your monthly subscriptions by writing to us. However, you must make at least one contribution in each tax year to keep the continuous application valid. If you make no investments in a tax year, you will need to complete a new ISA Application form which will be subject to the charges and Terms applicable at this time.

Further subscriptions & limits

You may make additional lump sum investments to your ISA in the same tax year as it is opened, subject to the minimum amount set out in the Simplified Prospectus. Your total ISA investment per tax year must not exceed the maximum allowed by the ISA Regulations. This can vary per tax year and you can find details in the latest Simplified Prospectus.

Any lump sum subscriptions will normally be invested at the next available Valuation point after we receive your Application form.

If you have invested in a cash ISA with another ISA manager you may still be able to invest in a stocks and shares ISA with us. Please note we only offer stocks and shares ISAs.

We will not accept further investments from you if the ISA Regulations no longer give you the right to invest in an ISA.

4. Switching

Switching funds

You may switch your holdings to another Fund by writing to us or by telephoning our dealing department. A switch between Funds may take a number of days if their Valuation points differ. This means that your investment may be in cash rather than invested in stocks and shares for a period of time, which means you will not be exposed to any gains or falls in stock markets during this time.

Details of the Funds into which you may be eligible to switch are set out in the Simplified Prospectus. This list can vary over time and you should ensure that you have the latest version of the Simplified Prospectus.

For single priced Funds the prices for switching your Funds will be based on the underlying net asset value of the Funds. If your switch involves dual priced Funds, we will sell the shares or units for you at the bid price and buy at the offer price, as relevant.

You can make switches between products and share classes if you meet the relevant investment conditions. Should you decide to switch or invest in a Fund not covered by this document, you should read the Simplified Prospectus covering the Fund before making any investment decision.

We will not usually charge you for switching between Funds but we reserve the right to do so. We will not stop you switching between Funds unless we have reason to believe that you are involved in "late trading" or "market timing" (as described in the prospectus and Simplified Prospectus).

Switching to a fund platform

You may arrange the re-registration of your ISA holdings to a fund platform (which would include any similar nominee account) which has arrangements with us to support this service. When an ISA is re-registered to a fund platform, there may be small residual balances as the result of us receiving income after the re-registration has been carried out. Where this occurs we will return such small balances directly to you.

5. Termination and withdrawals

Withdrawals from your ISA

There is no minimum duration for your agreement with us under these Terms. As long as any outstanding transactions have been paid for, you may terminate your ISA or withdraw all of your investments held in the ISA at any time by giving notice in writing to us (at our discretion you can also instruct us to sell your investments by telephone). Your instruction will not affect any transactions into your ISA which we are currently processing.

When we receive your instructions we will either transfer the investments to you or sell the investments and pay the proceeds to you. We reserve the right to refuse the sale of investments where you instruct us by telephone or we may require your signature or other information prior to paying the proceeds to you.

If you make a partial withdrawal, you must maintain the minimum investment amount. We reserve the right to impose a £5 charge for same day bank transfers of less than £10,000. We will deduct this from the withdrawal proceeds.

If you end your ISA, you may have to pay an exit charge if set out within the Simplified Prospectus.

Withdrawals do not affect ISA subscription limits. If you have subscribed the maximum permitted, you cannot make further subscriptions regardless of withdrawals.

Payments

Sales will take place at the next available Valuation point after we receive your instructions but please be aware that dealing days may be varied at our discretion. We will normally send you payment for the proceeds within five business days of your instructions, provided we have received all the necessary paperwork from you. Please note that we do not make third party payments.

Termination by us

We may end your ISA by writing and giving you three months' notice. We may also end your ISA immediately at our discretion if you do not comply with any material Terms of this agreement.

We are entitled to terminate your ISA without giving notice if:

1. you are a regular saver and payments have not been made for three or more consecutive months and the value of your investment is less than £1,000;
2. you are a lump sum investor and the value of your investment is less than £1,000.

If, in our view, you act in an unreasonable or abusive manner towards any of our employees or our appointed agents, we may only deal with you in writing. If you persist with such behaviour we can compulsorily redeem your holding.

We are obliged to terminate your ISA immediately if we are of the opinion that it is impossible to administer it in accordance with the ISA Regulations or if it is made void as a result of a breach of the ISA Regulations. We will notify you in writing if this occurs as soon as possible once we become aware of it. In the event of such termination we reserve the right to redeem shares or units to the value of any tax credits already paid to you.

After we have started selling your investments we will not accept any further instructions from you concerning your ISA. Your ISA will be terminated without prejudice to any actions already initiated by you and we are entitled to retain such proceeds as are necessary to meet any outstanding fees and any transactions that have been started on your behalf.

Termination on death

We will terminate your ISA in the event of your death. Our rights and powers under these Terms will, however, continue to bind your legal personal representatives. We will accept instructions from your legal personal representatives when we receive:

- a death certificate or equivalent and;
- a grant of probate or letters of administration or appropriate legal confirmation as to the sale or transfer of your Investments.

Any tax benefits accrued to your ISA after death will be removed and will be repaid to HM Revenue & Customs.

Once appropriate notification is received from your legal personal representatives we will:

- where income is currently being reinvested – continue to reinvest but without any tax benefits; or
- where income is currently being paid out – hold the income without any tax benefits in a non-interest bearing client money account until it can be paid directly to your legal personal representatives.

We are entitled to deduct our outstanding fees at the date of death.

On your death it will be possible for your beneficiaries to re-register your holdings into the Funds outside of the ISA, rather than being forced to sell your Investments.

Stopping regular savings

To stop your regular savings you should write and tell us. You may restart them by writing to us again. Stopping your monthly subscriptions does not end your ISA. If you wish to end your ISA and receive its cash value, please refer to the previous paragraphs. Please also remember that you must maintain the minimum balance for each Fund.

Procedure following bankruptcy

Upon us being notified of your bankruptcy, we will automatically terminate your ISA and convert it into shares or units in an OEIC or unit trust. We will put the investments into the beneficial ownership of the appointed trustee or Official Receiver who may have the authority to sell your investment. Any ineligible income tax received after the date on which the trustee was appointed will be returned to HM Revenue & Customs.

Void and invalid ISAs

We will terminate your ISA if it is made void under the ISA Regulations as a result of a failure to satisfy the ISA Regulations. We will give you notice in writing if this occurs or we have notice that it will occur. We may deduct any unpaid charges and tax liabilities before sending any proceeds to you.

Should you at any time become ineligible to subscribe to an ISA, you may retain the ISA but may not add further to it.

In certain circumstances it may be possible for us to repair rather than void an invalid ISA. This will allow you the benefit of the tax relief for the future but you may lose the tax relief up to the date of repair and you should be aware of the income and capital gains tax implications of this.

Cancellation

If you have received advice from a financial adviser in relation to your investment in our ISA or your transfer to our ISA you will have the right to cancel your investment or transfer it within 14 days of receiving your contract note. When we have accepted your application, we will send you a cancellation notice. If you choose to exercise this right you should complete and return the cancellation notice. You may not receive the same amount originally invested if the value of your Investments has fallen. In certain circumstances there may be a delay in returning your Investment.

Please note that should you cancel your investment in our ISA or your ISA transfer then its ISA status may be irrevocably lost. If you wish to cancel your investment in our ISA and would like to discuss the implication for your ISA please contact us (please note we are unable to give investment advice). If you cancel your ISA following a transfer from another manager you need to consider if your previous ISA manager will take back your investment and what charges it may levy.

If you subscribe to a second or subsequent ISA with us we are under no regulatory obligation to offer cancellation rights. We will, however, offer cancellation rights if you have been given advice.

6. Transferring

Transferring an existing ISA to us

You may transfer the cash value of an existing ISA from previous tax years, managed by another ISA manager, to our ISA by completing a transfer Application form.

We will accept your application providing it meets all the requirements of the ISA Regulations and these Terms. We will then arrange for the transfer to take place on your behalf. We reserve the right not to accept a transfer application.

We accept whole or partial transfers provided the existing ISA manager is able to process a partial transfer. You should check this with the existing ISA manager before sending us a transfer form. The ISA Regulations do not allow partial transfers for ISA investments which have been made in the current tax year.

The minimum ISA transfer is £1,000 per Fund, with the exception of any Fund with a higher minimum investment as described in the Simplified Prospectus. We will not accept subsequent amounts of less than £100, for example distributions and tax credits, and will return these to the previous ISA manager.

After we receive the cash transfer from your previous ISA manager we will invest your proceeds at the next available Valuation point for your chosen Fund(s). The timing of us receiving the cash from the transfer is outside our direct control. Therefore there is potential for loss of income and growth following a rise in the markets whilst the ISA transfer is in progress.

Cash ISAs can be transferred to stocks and shares ISAs but not vice versa.

We can accept the full or partial transfer of either stocks or shares or cash ISAs from previous tax years, into our stocks and shares ISA, and the full transfer of either component in the current tax year.

We will assume your transfer instruction is to transfer the whole of your ISA if you do not tell us a monetary amount, percentage amount or tell us the tax year(s) you wish to transfer on your transfer Application form.

Once your ISA is transferred it will be subject to these Terms.

Transferring your ISA to another ISA manager

You may transfer the whole or part (depending on the tax year of the investment) of your ISA to another ISA manager that confirms that it agrees to accept the transfer by giving us notice in writing. This notice must be on the transfer Application form of the new ISA manager. When we receive your instructions we will transfer your ISA to the new ISA manager within 30 days. You may also transfer by the same process a part of your ISA from previous tax years.

You cannot transfer your stocks and shares ISA to a cash ISA. For investments you have made in a current tax year you can only transfer the whole of the ISA to a new manager. Partial transfers are not permitted for investments made in the current tax year.

We will transfer your ISA in cash by selling your investments and forwarding the proceeds by cheque directly to the new manager. If you wish to partially transfer, you must retain the minimum holding amount per Fund.

During the transfer process, your investment will not be invested in stocks and shares for a period of time which means that you will not be exposed to any gains or falls in stock markets during this time.

Where there is a small residual balance as the result of the re-registration of an ISA to a fund supermarket or similar nominee account, we will return this small balance directly to you.

7. Cash, safe keeping of investments and registration Ownership of investments

Investments are beneficially owned by you and are registered jointly in your name and Henderson Global Investors Limited. Any title documents for an investment will be held by us or as we may direct.

Investments must remain in your beneficial ownership. We are not permitted to lend any investments, documents of title or other property belonging to you to any third party or borrow money on your behalf or permit you to borrow money against the security of the investments or documents of title.

This does not prevent the Funds engaging in stock lending of the investments held by them because the title to the investments in the ISA does not change.

Client money

In practice, we will not often hold uninvested cash on your behalf. In general terms, however, if we ever need to do so for any significant period of time, any such cash will be held in a non-interest bearing client money bank account in accordance with the FSA's client money rules as follows:

- we will deposit the cash in the UK with a banking institution authorised by the FSA;
- the 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 bank;
- if the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them. No interest will be payable on your money in such an account. In general terms, the FSA rules do not require us to treat cash as "client money" where we hold it temporarily for the purpose of fulfilling a particular client order in this context such as an order to subscribe for or redeem investments. We will, therefore, hold this type of cash in a bank account in our own name. We will also retain any interest payable on such an account from time to time.
- If we are holding cash, whether client money or not, we may withdraw the cash and apply it towards paying fees, charges and other sums due to us.

Client categorisation

You will be classified as a retail client for the purposes of the FSA Conduct of Business Rules. This means that you will have the maximum amount of protection available under the FSA rules.

Appropriateness of your investment

We do not need to assess if the Funds are appropriate or suitable for you. As a result, you will not benefit from the protection of the FSA rules on assessing suitability. We will not assess whether:

- the product meets your investment objectives;
- you would be able financially to bear the risk of any loss that the product may cause; or
- you have the necessary knowledge or experience to understand the risks involved.

8. Income & tax

Income reinvestment

If you invest a lump sum, we will automatically reinvest income from the investments in your ISA unless you advise us otherwise. Reinvestments may be subject to an initial charge. Please check your investment's Simplified Prospectus for confirmation. If you hold income shares or units, we will purchase additional shares or units on your behalf when we receive the income. If you hold accumulation shares or units the income is automatically "rolled up" and reflected in the share or unit price.

Income paid to you

If you are a lump sum investor and hold income shares or units you may opt to have any income paid to you by direct credit or cheque. If you choose the first option you must complete the direct credit slip on the Application form to enable us to pay your income into your bank or building society account or by cheque. If you do not complete the direct credit slip (or advise us that you would like income payments to be made to you by cheque) we will automatically reinvest your income.

If you opt to have income paid to you, distributions of income and any tax we reclaim on this income, will be paid on the relevant distribution payment dates, as detailed in the Simplified Prospectus. We pay this income directly into your bank or building society account or by cheque. You may change your income instructions at a later date. We reserve the right to recover from you any overpayments of income.

Please note that any income payments remaining uncleared six months after their distribution date will be transferred to the Trustee or Depositary where they will be held for up to six years and then returned to the Fund(s).

If you have closed your ISA, we will hold any uncleared subsequent income payments in a non-interest bearing client money account. If these remain unclaimed after six years we may pay them to a charity of our choice.

Frequency of income

If you opt for reinvestment of your income, the income along with the tax credit will be used to purchase further shares or units in the relevant Fund(s) for your ISA on the distribution payment date(s).

Any reinvestment of income may be subject to an initial charge. Details of any discounts applied to the initial charge for reinvestments are contained within the Simplified Prospectus.

Tax reclaims

We cannot reclaim the tax credit from the income payment of a Fund where the income is from dividends from the underlying investments.

If the Fund you select invests predominantly in fixed interest investments such as Corporate Bonds or Government stocks this Fund may pay an interest distribution. If you invest in interest paying Funds, and you select income shares or units, the income payment you receive will be paid to you without the deduction of income tax.

9. Specific product exceptions

For all Henderson Fund of Funds except Henderson Multi-Manager Diversified Fund, Henderson Global Strategic Capital Unit Trust, Henderson Multi-Manager Absolute Return Fund, Henderson UK Strategic Capital Unit Trust and Henderson UK Strategic Income Unit Trust, a monthly withdrawal facility is available. This facility allows you to withdraw a fixed monthly income of up to 7.5% a year of your original investment. This is subject to a minimum of £25 per month being withdrawn. The payment date is the 15th day of the month, or the previous business day. It may be necessary to sell some of your shares or units in order to meet the level of payment you have chosen. If so, we will sell these shares or units four business days prior to the payment date. Such withdrawals may result in capital erosion. Please allow seven business days for a monthly withdrawal instruction to be established.

10. Statements, annual reports and voting

Statements

We will send you a statement every six months which includes details of transactions and a valuation. These details are as at 30 June and 31 December.

Annual reports and accounts

You will receive the annual and interim report and accounts for your Funds when they are published.

Notices of meetings and voting

We may write to you about possible changes to the Funds in your ISA. Sometimes we will just notify you of a change, however, some changes may require you to vote. We will arrange for you to attend and vote at these meetings and receive any other information issued to investors in those Funds.

We will not exercise any voting rights relating to your holdings unless you instruct us to.

We will assume you have chosen to receive these rights unless you notify us to the contrary.

Provision of information

We will post notices and other documents to you at the last address we hold for you. We will assume you have received them two days after posting.

You must supply us with all information that we reasonably ask for, in relation to your ISA. In particular, you must tell us promptly if you cease to be a Qualifying individual, change your address, your personal status, your financial adviser, or other information you have given us in your application or any other significant change in your circumstances which might affect your ISA. You need to inform us of a change of address by signed, written instructions. You need to inform us of a change of name by signed, written instructions – including the original or certified copy of any legal documentation.

11. Amendments/transfer of our rights

We reserve the right to amend these Terms on at least one month's written notice provided that the changes will not:

- materially affect your interests;
- release us from any of our obligations to you;
- impose on you any obligations to make a payment; or
- alter the fundamental basis of your investment.

We may vary these Terms without notice, if required, by a change in any applicable law (including the FSA rules or the ISA Regulations).

We may assign our responsibilities as ISA Manager under these Terms to another entity in our corporate group or a third party. This may occur if that other entity writes to you and undertakes to carry out all our duties and obligations in respect of your ISA under these Terms. If this happens, you agree that we will be released from all those duties and obligations. We shall satisfy ourselves that any new manager is competent and authorised to carry out those duties and obligations. As part of transferring our rights and obligations we may transfer all of the cash, investments and information we hold under these Terms to that entity or its nominee.

Remember, however, that you have the right to end this agreement at any time if you do not like a variation or a proposed assignment. You can do this by writing a letter to us. No charge is payable to us for this if we receive your letter within one month of the date of the notice sent to you to inform you of the variation or assignment.

12. Other information

Delegation

We may arrange for a third party to carry out some or all of the administrative functions. In such circumstances we will satisfy ourselves that any person to whom such a function or responsibility under these Terms is delegated is competent.

Conflicts of interest

Companies within the Henderson Group may act as investment managers or advisers to other funds which follow similar investment objectives to those of these Funds. It is therefore possible that potential conflicts of interest could arise. We have policies in place to ensure we act in the best interests of the Funds as far as possible. Please find further details of our conflict of interest policy within the prospectus.

Liability and indemnity

We will use all reasonable skill and care in managing your ISA. However, we will only be liable to you for any loss which you incur as a result of our failure to comply with these Terms or of the negligence, wilful default or fraud of:

- us;
- any associated company to whom we have delegated any functions (including a nominee company);
- any of our employees; and
- the employees of any such associated company;

Except in the case of fraud or a breach of the FSA rules on our part, we will also only be liable to you for any direct losses that you suffer.

We have to use due skill, care and diligence, and comply with any relevant FSA rules, when:

- selecting a bank or custodian with whom to deposit monies or other assets held for you;
- delegating to a third party any obligation we have to you; and
- dealing with or through any third party to execute transactions on your behalf.

Provided we have done this, however, we will not be liable to you for any loss you suffer as a result of an act or default on the part of such a bank, custodian or third party.

We shall not be liable for any losses you suffer through a fall in the value of the investments held in your ISA.

We have no responsibility or liability to you for any loss or damage as a result of any breakdown, failure or malfunction of any telecommunications or computer services or systems, or any other event not reasonably within our control, (provided that we have complied with the FSA rules on business continuity). If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.

We are not liable for any loss caused by a fall in value of Investments which may occur due to delays during the process of verifying your identity, in compliance with anti-money laundering regulations. We are not liable for any unauthorised use or other misuse of your debit card.

Telephone recording

We may record and monitor telephone calls.

Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts. We will communicate with you in English.

Financial Services Authority (FSA)

Henderson Global Investors Limited is authorised and regulated by the FSA, registration number 121857.

The FSA can be contacted at:

Financial Services Authority
25 The North Colonnade
Canary Wharf
London E14 5HS
United Kingdom

Telephone from UK: 0845 606 1234 (local call rates)
Telephone from overseas: +44 (0)20 7066 1000
Website: www.fsa.gov.uk

Issued in the UK by Henderson Global Investors. Henderson Global Investors is the name under which Henderson Global Investors Limited (reg. no. 906355), Henderson Fund Management Limited (reg. no. 2607112), Henderson Investment Funds Limited (reg. no. 2678531), Henderson Investment Management Limited (reg. no. 1795354), Henderson Alternative Investment Advisor Limited (reg. no. 962757), Henderson Equity Partners Limited (reg. no. 2606646), (each incorporated and registered in England and Wales with registered office at 201 Bishopsgate, London EC2M 3AE), Gartmore Investment Limited (reg. no. 1508030), Gartmore Fund Managers Limited (reg. no. 1137353), (each incorporated and registered in England and Wales with registered office 201 Bishopsgate, London EC2M 3AE) are authorised and regulated by the Financial Services Authority to provide investment products and services. Telephone calls may be recorded and monitored.