

Barclays Sharestore - Terms and Conditions

Please read these terms and conditions carefully as they are your legally binding agreement with Equiniti Financial Services Limited. They explain the relationship between us and you. If there is anything in them which you do not understand, please phone us on 0871 384 2055*. The terms and conditions will apply when we have accepted your application to have your shares in Barclays PLC held in our nominee service.

Equiniti Financial Services Limited is authorised and regulated by the Financial Services Authority ("FSA") of 25 The North Colonnade, Canary Wharf, London E14 5HS (under reference 468631). Equiniti is bound by the FSA's rules. The main business of Equiniti is investment and general insurance services. Its registered office in the UK is at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA (registered in England and Wales number 06208699).

Investments made under this agreement are in one company only and should, therefore, be considered as one part of a balanced portfolio. Please remember that the value of shares and the income from them can fall as well as rise and you may not recover the amount of money you invest. Past performance is no guide to future performance and if you are in any doubt about the suitability of the investment you should contact an independent financial advisor. The suitability of purchases made for you or other services provided under these terms and conditions will not be assessed and you do not benefit from the Financial Services Authority rules on assessing suitability.

1. DEFINITIONS

In these terms and conditions the following words and phrases have a special meaning:

- Barclays account is a cash account with any member of the Barclays Group capable of sending and receiving electronic fund transfer payments.
- The Barclays Group is made up of: Barclays PLC; and Its subsidiaries and associates.
- The Barclays Sharestore Dealing Service is a service provided by Barclays Stockbrokers Limited through which you can buy and sell shares.
- The Barclays Sharestore Account is the service that we provide under these terms and conditions.
- The Equiniti Group - Equiniti Financial Services Limited, its subsidiaries and parent companies and any subsidiary of its parent companies
- NomineeCo - our associate company Equiniti Corporate Nominees Limited or any other company (whether or not in the Equiniti Group) we may decide on in the future
- The nominee register is a record of people with Barclays Sharestore Accounts.
- The FSA and the FSA rules mean respectively, the Financial Services Authority or its successor and the rules made by the FSA as amended from time to time.
- Shares are ordinary shares issued by Barclays PLC.
- You - the person holding shares through the Barclays Sharestore Account.
- Us/We - Equiniti Financial Services Limited, NomineeCo (in its capacity as nominee), or any successor company who we and/or Barclays PLC appoint to act on our behalf or in our place. It also includes any company to which we may transfer our rights and obligations in accordance with condition 13(j).

2. THE SERVICE

- (a) By asking us to hold your shares for you, you have agreed to be bound by these terms and conditions in relation to those shares.
- (b) We hold your shares for you in your Barclays Sharestore Account and the name of NomineeCo will appear on the register of members for Barclays PLC in relation to those shares. We are responsible for keeping an accurate record of the shares held in our name.
We will be the legal owner of the shares and so we will be bound by the articles of association of Barclays PLC. We will keep a nominee register so that we know how many shares we hold for you.
- (c) Subject to our legal obligations, we will treat you as though you hold the shares in your own name so you will receive benefits from those shares equivalent to those you would receive if you held the shares in your own name.
Nothing in these terms and conditions is intended to vary any of our rights or duties in relation to Barclays PLC as set out in the articles of association of Barclays PLC (as amended from time to time) and these conditions must be interpreted to give that effect.
- (d) We may ask you for proof that you have the right to operate your Barclays Sharestore Account. We may not act for you until you have provided us with proof that is satisfactory to us. In particular, we may not accept your instructions unless:
a) you have correctly filled in any documents we may have asked for, before sending them to us; and
b) we have all the documents and information we need to carry out your instructions. This includes any evidence we need to confirm a change to your name or address.
- (e) If more than one person is named on the nominee register as the joint holder of the shares, we will hold them for all of them.
We will hold the same shares for up to a maximum of four people at any one time. The obligations of any joint registered holders under these terms and conditions are joint and several. We will not recognise any trust, whether express, implied or constructive, and notice of any such trust will not be binding on us.
- (f) If more than one person is named on the nominee register as the joint holder of the shares, we will accept instructions from the first named person only. If you are the person first named on the nominee register, then, on each occasion that you give us instructions, you warrant that you have the necessary authority to give us those instructions on behalf of yourself and any other joint holders. If the first-named person asks us to, we will change the order of holders on the nominee register.
- (g) If you ask us, you can hold any, or all your shares in your own name rather than in your Barclays Sharestore Account. If you do this, we will arrange for a certificate in your name to be issued for your shares, which we will then send to you. In that case we will not hold the certificate for you and your Barclays Sharestore Account will not apply to those shares. See condition 7 for details of the charges which may apply.
- (h) If we receive proof of your death, we will continue to hold your shares. If you were the only person named on the nominee register for those shares, we will follow the instructions of your personal representatives. If more than one person was named on the nominee register for those shares, we will follow the instructions of the person named immediately after you on the nominee register.
- (i) You will be classified for the purposes of the FSA rules as a 'retail client'. If however you would otherwise be an eligible counterparty or a professional client, you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme.

3. YOUR BENEFITS AS A SHAREHOLDER

- (a) When you ask us to hold your shares you will normally choose whether to have any dividends paid on those shares into your bank or building society account or whether to receive your future dividend as Barclays shares by reinvesting your cash dividend in accordance with the Dividend Reinvestment Plan.
- (b) If you choose to have your future dividend reinvested into additional Barclays shares, we will arrange for Barclays PLC to reinvest cash dividends and other types of payments in purchasing further fully paid up ordinary shares in Barclays PLC to be held by us for your account subject to the terms and conditions of the Dividend Reinvestment Plan, which follow these terms and conditions, administered by us (or any successor administrator appointed by Barclays PLC) (the "Plan"). Subject to the terms and conditions of the Plan any cash dividend remaining after the purchase of the shares or which is insufficient to purchase a whole share will, in accordance with the terms and conditions of the Plan, be held in a bank account and added to future dividends for investment under the Plan.
- (c) If you decide to instruct us to pay cash dividends and other types of payments directly to your chosen Barclays account or by bank transfer to any other suitable account of your choice, we will arrange for Barclays PLC to pay any such cash into this account. If we hold any money for you at any time such money will be held in a designated Client Money bank account in accordance with the FSA rules and as follows:
 - We will deposit the cash in the UK with an authorised bank - as at the date of these terms and conditions this is an account held with Barclays.
 - 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.
 - 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. No interest will be paid to you on any cash balances held in this account. We will keep any interest earned or any equivalent fee that the bank in question pays us.

- (d) If you do not choose to have your dividends reinvested in accordance with the Dividend Reinvestment Plan, we will send you the amount of any cash dividend receivable on your shares by electronic payment in sterling (or by other means that we may decide from time to time, which may include by cheque if your bank details are not available).
- (e) If we or Barclays PLC are required by law to make any deduction from any dividend or other payment due to you, or Barclays PLC will do so. Deductions may also be made for any stamp duty or other taxes or charges payable by us or Barclays PLC on dividends or other payments to you or on related documents.
- (f) We will give you the option of choosing whether or not you would like to receive a copy of any document that is sent to shareholders of Barclays PLC. If you choose to receive a copy of any of these documents, they will be sent to you at the same time they are sent to Barclays PLC shareholders or as soon as possible afterwards.
- (g) If you are entitled to extra shares (for example, through a bonus or other capitalisation issue), we will automatically hold the new shares for you under these terms and conditions.
- (h) If you are entitled to buy extra shares (for example, through a rights issue), either we will ask you how you wish us to exercise your rights or we will pass those rights to you so that you can exercise them yourself. We will take all reasonable steps to ensure that, as nearly as reasonably practicable, you receive the same rights as you would have done if you held your shares in your own name.
- (i) If there is a takeover offer for Barclays PLC, we will tell you about it. If you reply quickly enough to allow us to act, we will follow your instructions. We will not act without your instructions.
- (j) If there is a takeover offer for Barclays PLC which has become wholly unconditional and we have not received your instructions, we will ask you for your instructions by a specified date. If we do not receive your instructions by that date, we will take no action in respect of your shares.
- (k) If there is a takeover offer or other transaction under which control of Barclays PLC is obtained and you are entitled to receive shares or other securities in another company in exchange for your shares, we will decide whether those shares or other securities in the other company should be held by you in your own name or by us on your behalf. If we decide that they should be held by us on your behalf then these terms and conditions will be changed so that, with effect from the date when the transaction is completed, references to shares mean the shares or other securities in that other company.
- (l) Where any other rights are offered in connection with your shares, we will take all reasonable steps to ensure that, as nearly as possible, you receive the same rights as you would have done if you held your shares in your own name.
- (m) If, after acting for you and our other customers under this condition 3, we are left with fractions of shares, we will, so far as practicable, deal with them in a way consistent with how we would deal with fractions of shares held by registered shareholders.
- (n) If we are required by Barclays PLC to give warranties before acting for you under this condition 3, we may require you to give us similar warranties before we act.

4. INFORMATION

- (a) You will be given the option of choosing whether or not you would like to receive the same or equivalent information to that sent to registered shareholders. For example, if you have chosen to, every year we will send you:
 - the Annual Review for Barclays PLC
 - the full Annual Report and Accounts for Barclays PLC.
- (b) You may change your mind at any time about whether or not you wish to receive the same or equivalent information to that sent to registered shareholders. Please notify us if you do.
- (c) We will provide you with a statement of the number of shares held in your Barclays Sharestore Account at the time when the account is first opened for you. We will also send you a statement at least once a year of the number of shares held in your Barclays Sharestore Account. This will be sent once each calendar year. These statements are provided free but you will be charged a fee if you request a duplicate or additional statement.
- (d) You will also be sent a statement showing the number of shares entered on the nominee register for which you are entitled to receive a dividend at or about the time a dividend is declared or paid. We may choose to combine that statement with another statement which we are required by law to provide you with in connection with that payment to you. If no dividend is paid to you in any financial year, we will send you the statement within 12 months of the date that any previous statement was sent to you.
- (e) Information contained on the nominee register will be held by us on computer. We may share this information with the members of the Barclays Group. They will be allowed to use such information for general business purposes and marketing. If you would prefer us not to share information about you in this way you should write to us and tell us. Your details will only be disclosed in accordance with the Principles set out in the Data Protection Act 1998. Other aspects of our data policy are set out below.
- (f) We will assume that any communication which comes from you is from you and we will assume that any document which we receive and which appears to have been signed by you, has been.
- (g) If we discover that we have incorrectly debited or credited your Barclays Sharestore Account we reserve the right to correct that account without any reference to you and will notify you (where relevant) of any correction which we make.
- (h) Any contract made between you and us pursuant to these terms and conditions will be in the English language and communications from us will be in English.
- (i) Protecting your personal data
 - You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti database. These details may include:
 - information that you or your agents give us on application forms, in letters, via electronic messages or over the phone.
 - what we know from providing you with services and analysing the transactions you carry out through us.
 - information that comes to us from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges.
 - information we receive from our client companies or their agents.
 - We may store, use and process your personal information in order to:
 - assess your application to participate in this service.
 - provide you with this service.
 - keep our records about you up to date.
 - check your identity.
 - prevent and detect fraud and/or money laundering.
 - recover debts owed to us, and
 - carry out research and statistical analysis about our services and how we might improve them.Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.
 - Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, don't hesitate to let us know so that we can correct it.
 - The information we hold about you is confidential. We will only ever disclose it outside the Equiniti Group:
 - at your request or with your consent
 - in line with the explanation above
 - if the law requires or permits disclosure, or there is a duty to the public to reveal it
 - if we are asked to do so by the FSA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas.
 - to investigate or prevent fraud or other crimes.
 - to the Company so that they can update their own records about you.
 - to our agents and others in connection with running accounts for you.
 - to any individual or company to whom we propose to transfer our obligations and rights in line with these terms and conditions.
 - We may administer your account and provide you with some services via agencies in countries outside the European Economic Area ("EEA"), such as India or the USA, where data protection laws and standards differ from those in the UK. But, even if we are processing your personal details outside the EEA:
 - there will always be a contract in place to ensure that such information is appropriately protected, and
 - we will continue to be strictly bound by the UK's Data Protection Act 1998.
 - In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or ask you to supply us with proof of identity. This could lead to a delay in carrying out an instruction you've given us, or in paying you the proceeds of a sale or sending out your share certificate/s, or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.
 - We monitor and record some phone calls in case we need to check we have carried out your instructions correctly, to help maintain our quality standards and for security purposes.

5. SHAREHOLDER MEETINGS

If your shareholding entitles you to attend a shareholder meeting and you have chosen to receive the same or equivalent information to that sent to registered shareholders:

- we will send you information about the meeting;
- you will be able to attend the meeting yourself, speak at the Chairman's discretion and vote on a poll unless you have already given an instruction to us to arrange for someone else to attend instead of you;
- we will send you a form which you can use either to give us instructions as to how you want us to vote on your behalf or to ask us to arrange for someone else who you nominate to attend the meeting instead of you.

You will need to return this form to us at least 48 hours before the meeting. If you do so, you will not then be able to attend the meeting yourself. In the absence of your instructions, no votes will be exercised in respect of your shares.

6. BUYING AND SELLING SHARES

- You can use the Barclays Sharestore Dealing Service to buy or sell shares. If you use the Barclays Sharestore Dealing Service and you fail to make payment by the date stated on the contract note, Barclays Stockbrokers Limited (who operate the Barclays Sharestore Dealing Service) may instruct us to sell any of your shares or connected rights that we hold and pay the proceeds to Barclays Stockbrokers Limited to settle the total amount owed by you to them.
- If you want to sell your shares but you are not going to use the Barclays Sharestore Dealing Service, you must ask us to take your shares out of our name before you enter into the deal (see condition 7). We will arrange for you to be sent a certificate in your name for those shares. We will do this as soon as reasonably practicable. You should not enter into the deal until you have received the certificate.
- You are responsible for paying any brokers fees, stamp duty or other charges payable on the transfer of your shares.

7. CHARGES

- If you write to us and tell us that your shares should no longer be held by us and that you (or someone else) should be registered as the holder of the shares, you may have to pay us a transfer fee of up to £10 together with any stamp duty and Value Added Tax. We will effect the transfer on receipt of the fee.
- If you write to us and ask us to hold in your Barclays Sharestore Account any shares in Barclays PLC which you hold in your own name, you may have to pay us a transfer fee of up to £10 together with any stamp duty and Value Added Tax.
- If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions then we may write and ask you to pay us a charge for that service or information. If you write to us and ask for details of these charges, we will send them to you.
- In addition to the charges outlined above, we receive fees from Barclays. Barclays sponsors this service so that you can benefit from holding your shares in an electronic account at low cost. The fees are negotiated regularly with Barclays, with the actual charge made to Barclays reflecting the size, complexity and value of the service and the overall relationship with Barclays. We also receive fees from brokers with whom Barclays has set up arrangements for you to sell your shares or buy additional shares. These fees are charged by us for trade settlement and register access administration. The broker should give you details of these fees at the time of your trade. More information about these fees is available on request.

8. CONTACTING EACH OTHER

- We will send all documents to the address that we held for you when you started using your Barclays Sharestore Account or the latest address that you have given us. They will be treated as arriving 24 hours after posting. If more than one person appears on the nominee register as the holder of shares in a Barclays Sharestore Account, we will send all written notices and other communications to the person first named on the nominee register and those notices and communications will be treated as given to all holders.
- If the sole or first-named joint holder has given us an email address:
 - we will have a discretion to send any notices or other documents to you via that email address; and
 - by sending to that email address a link to our website, we will have a discretion to use that website to provide to you (together with other clients), general information or documents relevant to these terms and conditions in the future. For example, we may use the website to advise you of updates or amendments to these terms and conditions, or new fees and charges, rather than having to send this type of information to you (and all other clients) individually by post or email. If you provide us with an email address but subsequently decide that you do not want us to communicate with you by email or using a website, please send us a letter in the post stating this and we will resume using the last postal address we have for you. We may introduce other procedures which allow us to contact each other using electronic communications if you would prefer to communicate in that way. Details of any procedures will be notified to you in writing. If those procedures are inconsistent with any provisions of these conditions, those procedures will prevail.
- If you change your name or address, you should write to us straight away. You should make sure that the arrangements for receiving mail at your address are safe.
- Unless these terms and conditions say otherwise, any instructions, notices or other communications that you or we send under them will only be valid if they are in writing.
- If we receive instructions from you to transfer your shares either to someone else or into your own name, you cannot cancel or change those instructions.
- We may ask any member of the Barclays Group to give us information about you which will help us to identify you.
- Please address all letters, instructions, notices and other documents for us to:
Barclays Sharestore, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, United Kingdom.
We may change our address or telephone number.
- If:
 - we have sent documents to your address on three occasions in a row and they have been returned undelivered; or
 - dividend cheques or warrants have been returned undelivered or left uncashed on two occasions in a row and, after making reasonable enquiries, we cannot find out your current address; we will not send any more documentation or payments to you until you tell us your address.
- If:
 - after a 12 year period during which at least three dividends (whether interim or final) have been paid and none have been claimed, we announce that we intend to sell your shares by placing an advertisement in a leading national newspaper in the UK and in at least one newspaper appearing in the area of your latest address on the nominee register or the area of the address to which you have instructed dividends to be paid;
 - during this 12 year period and for three months after the last of the advertisements appear, we have not heard from you or any person who is automatically entitled to your shares by law; and
 - we have told the UK Listing Authority and the London Stock Exchange that we intend to sell your shares; we can sell your shares at the best price that we can reasonably obtain. You, or any person who is automatically entitled to your shares by law, will be entitled to claim this money at any time in the following 12 years, after which your entitlement will lapse.

9. CHANGES TO THESE TERMS AND CONDITIONS

- By giving you 30 days' notice, we may change these terms and conditions if it is reasonable to make the change:
 - to make them easier to understand or fairer to you;
 - to allow us to look after your shares more efficiently or at less cost;
 - to reflect changes to the law, codes of practice or the way we are regulated;
 - to reflect changes in market conditions;
 - to reflect changes in general market practice (including the terms on which similar services are offered by other nominees);
 - so that we can compete effectively with other service providers in all areas of our business;
 - to reflect changes to the way in which we look after your shares or shares generally;
 - to correct mistakes;
 - to reflect changes in technology;
 - to take account of any corporate reorganisation inside our group of companies or a transfer of our rights, benefits and/or obligations under these terms and conditions to a third party; or
 - any other valid reason.See also condition 8(b) as to when we may use email or a website to provide you with such notice. Where we refer to 'changes' in the above list, we mean changes we know will happen or we reasonably believe will happen or change that have already taken place. Remember also that you have a right to leave the nominee service at any time, if you do not like an alteration that we propose to make to these terms and conditions, by following the procedure in these terms and conditions.
- If we do not enforce a term or condition, this will not affect our right to enforce the rest of the conditions or to enforce that term or condition at another time.
- If we cannot enforce a term or condition, this will not affect our right to enforce the rest of the terms and conditions.

10. CANCELLATION RIGHTS AND TERMINATION

- You will have the right to end this agreement at any time. To end the agreement you must notify us in writing. Your instructions will take effect immediately upon receipt but will not affect the completion of any transactions already initiated. This right to cancel is longer than your statutory right, under which you have 14 days to cancel.
- Unless you instruct us otherwise, any shares held in the plan will be transferred into a holding in your own name and you will be sent a share certificate. All transactions are subject to the usual fees.
- We may, at our discretion, end this Agreement at any time by giving three months' notice to you. The agreement will terminate automatically on the termination of the agreement under which we provide nominee services to the Company. Termination by us will not affect the completion of transactions already initiated. Upon termination we will transfer the shares into your own name and we will send you a share certificate.

11. COMPLAINTS

If you have any complaints about the service we provide under this agreement you may complain to us or to the Financial Ombudsman Service. Your first point of contact should be the following address:

Service Quality Team, Equiniti, PO Box 4608, Worthing, West Sussex, BN99 6DA, United Kingdom.

Complaints we cannot settle may be referred to the Financial Ombudsman Service where you are eligible. A leaflet with more details about our complaints procedure is available – please ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. 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 Scheme covers for example Corporate Sponsored Nominees, Individual Savings Accounts and Sharedealing. Most types of FSA regulated business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. A leaflet with further details is available on request from the Scheme. Call their Helpline on 020 7892 7300, log onto their website at www.fscs.org.uk or write to the Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

12. OUR POLICY ON CONFLICTS OF INTEREST

- The Equiniti Group has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FSA rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make again at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.
- Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.
- You'll find full details of our Conflicts Policy on our website at www.shareview.co.uk, or you're welcome to contact us and ask us for a printed copy.
- At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the above.
- Nothing in these terms and conditions will prevent us carrying out services for others.

13. OTHER TERMS AND CONDITIONS

- Members of the Barclays Group cannot give you any investment, taxation or legal advice in connection with your Barclays Sharestore Account.
- If no longer wish to hold shares for you, we will tell you and give you time to withdraw your shares from your Barclays Sharestore Account. If you have not done this within the time given, we will arrange for the shares to be registered in your name and for a certificate to be sent to you. We will not hold certificates for you and your Barclays Sharestore Account will not apply to shares held in this form.
- We have an absolute discretion to refuse to accept any application to transfer shares into a Barclays Sharestore Account.
- We will not offer the services described in these terms and conditions to any corporate body. We will not normally offer the services to any person resident outside the UK although we may, at our discretion, offer the services to non-UK residents at any time.
- We reserve the right to delay taking any action in relation to your Barclays Sharestore Account or on any particular instructions from you if we consider that we need to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on us or to investigate any concerns we may have about your instruction.
- We will not be liable to you for any loss or liability and you will keep us indemnified against any loss or liability suffered or incurred:
 - as a result of acting on your instructions; or
 - otherwise following these terms and conditions unless due to our or our agents' negligence, fraud, wilful default or a breach of the Conduct of Business or of the Client Assets Sourcebook.In particular, we will not be responsible for any indirect, special or consequential loss (including direct or indirect loss of profit), other than where this results from fraud or a breach of the Conduct of Business Sourcebook or Client Assets Sourcebook in the FSA rules on our part.
- If we cannot perform any of our services under these terms and conditions due to circumstances beyond our reasonable control, then we will take all reasonable steps to bring those circumstances to an end, but (subject to our complying with the FSA rules on business continuity) we will not be liable for our non-performance except to the extent required by the FSA rules, the Financial Services and Markets Act 2000 as amended or replaced or any regulations issued under that Act.
- We will not do, or refrain from doing, anything which would, or might in our judgement, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- Any documents or cheques sent to you by us and documents or cheques sent by you to us will be sent at your risk and we accept no liability prior to receipt of any document or cheque or, where relevant, after dispatch of any document or cheque to you.
- If we transfer all or any of our rights and obligations under this agreement to another person we will give you at least 30 days' notice of the transfer specifying the date upon which it will take effect and any changes to the terms and conditions necessary as a result. If you choose to transfer your shares out of your Barclays Sharestore Account within the 30 day period after that notice is given then no charge will be payable by you. We will only transfer our obligations to another person who is in our reasonable opinion fit and proper to perform our obligations under these terms and conditions and who is authorised by the FSA, if such authorisation is required. As part of our transferring our rights and obligations to that person, we may transfer all of the cash, investments and information we hold under these terms and conditions to the third party or its nominee.
- Your shares will be registered and held in the name of NomineeCo, a company that will hold your shares as we direct and for whose acts and omissions we will be responsible. You will remain the 'beneficial owner' of the shares. In other words, on trust for you, so that they really belong to you. This means that they continue to belong to you even if NomineeCo becomes insolvent.

Your shares will be held by NomineeCo in a pooled or omnibus account. We will keep a record of your shares but your individual holding may not be identifiable via separate share certificates or other paper or electronic proof of title. This means that in the event of a default (for example, if NomineeCo improperly fails to retain all of the assets entrusted to it), any shortfall in the investments registered in NomineeCo's name may be shared pro rata by all the investors whose holdings are so registered. These conditions are governed by English law. It is agreed that any dispute will be dealt with by the courts of England and Wales.

Contact Details

Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, United Kingdom.
Tel. 0871 384 2055* E-mail. questions@share-registers.co.uk
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