

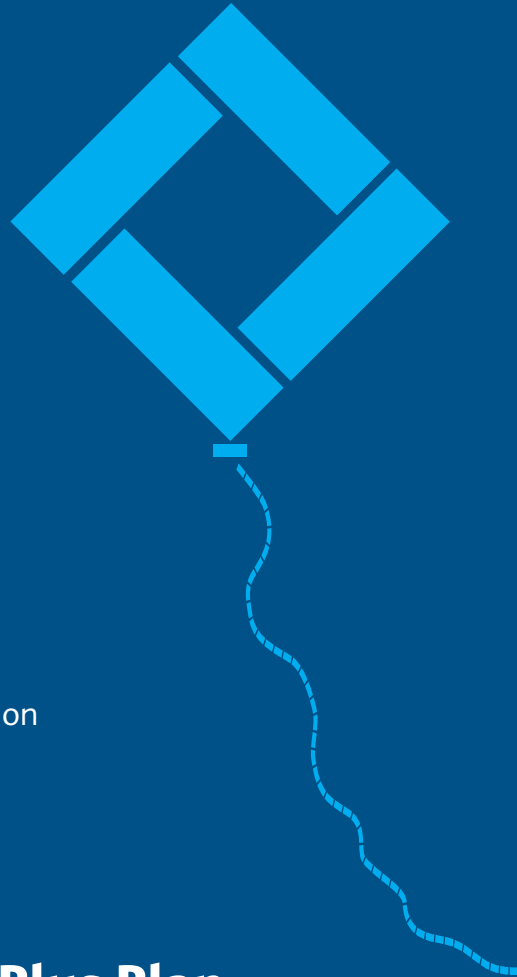
What goes  
all the way up.  
Needn't come  
all the way down.

One of Barclays' new generation of investments linked to stockmarket indices which includes capital protection when held for the full six-year term.

## **The Barclays Capital Plus Plan**

Brought to you by Woolwich Plan Managers

Opens 3 May 2005 Closes 1 July 2005



## Key dates

|                                       |                           |
|---------------------------------------|---------------------------|
| Offer period:                         | 3 May 2005 to 1 July 2005 |
| Early investment interest paid until: | 8 July 2005               |
| Investment Start Date:                | 15 July 2005              |
| Maturity Date:                        | 15 July 2011              |
| Proceeds available by:                | 22 July 2011              |

*All applications must be received by Woolwich Plan Managers by 5pm on 1 July 2005. Applications received after this deadline will not be accepted. Woolwich Plan Managers may extend the offer period or close it early without notice, at their discretion.*

## Important notes

- Your commitment is to hold your investment until the Maturity Date. You are unlikely to receive back the full amount you originally invested if you withdraw early. Consequently you should only invest in the Plan if you are sure that you will not need to access your invested capital for the next six years.
  - Investing in the Barclays Capital Plus Plan (the 'Plan') is not the same as investing in the shares that are included in the FTSE 100 Index (the 'Index'). The Index measures only capital values of the shares. You do not receive any dividends paid in respect of the shares.
  - You should consider your attitude to investment risk in deciding whether to invest and ensure you have read and understood the Risk factors on page 8.
  - It is important that you read and understand the Key features and Terms & conditions of the Plan carefully before investing.
  - **If you are at all unsure about how the Plan works or its suitability to your needs, you should discuss it with a professional adviser.**
- The information in this brochure does not constitute tax or legal advice, and you should consult your own professional adviser for advice of this nature.

## About Woolwich Plan Managers Limited

Woolwich Plan Managers Limited ('Woolwich Plan Managers') is responsible for the management of the Plan and has been approved by the Inland Revenue as an ISA Manager. It is a wholly owned subsidiary in the Barclays Group and is authorised and regulated by the Financial Services Authority. The Plan is a contractual agreement with Woolwich Plan Managers and not any other member of the Barclays Group.

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“I have some capital to invest –  
I want the comfort of a  
minimum positive return and  
can afford not to have access...  
but where do I start?”

How about investing in this Plan? It is a six-year investment where returns are linked to the performance of the FTSE 100 Index. It is designed to be held for the full six-year term and at the end to give you:

- **Your money back**

## PLUS

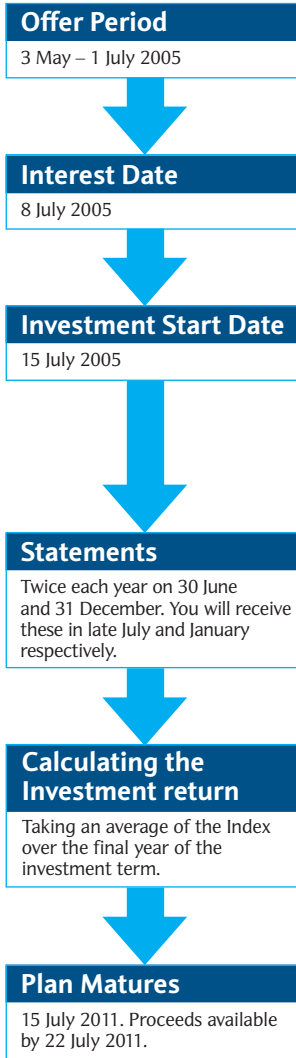
- **either:** 24% growth on your initial investment  
**or (if greater):** a return equal to 50% of any percentage rise in the Index, subject to averaging over the final year (this is explained in detail in the section ‘How is my investment return calculated?’ on page 6).

## Key points

- Tax-free ISA investment options for 2005/06
- Use your remaining capital gains tax allowance for further tax free returns on capital invested outside of an ISA
- Returns linked to the FTSE 100 Index
- Your invested capital is protected
- Six-year investment term

You should read the Key features (especially the Risk factors on page 8) and the Terms & conditions before investing.

## A brief overview of the lifecycle of your investment



You have decided to invest in the Barclays Capital Plus Plan Issue 3.

If you invest early, you will earn interest on your money up to 8 July 2005.

The Initial Index Level of the FTSE 100 Index is recorded. Woolwich Plan Managers will invest your money to produce the eventual returns the Plan aims to deliver after six years.

We calculate what your investment will be worth at the end of the Term of the Plan.

See 'How is my investment return calculated?' on page 6.

## Key features

### The lifecycle of your investment

This section aims to walk you through what happens from when you decide to invest in the Plan until maturity.

#### 1. If I decide to invest – what happens now?

When we receive your completed application to invest in the Plan, we will send you a letter within five days acknowledging receipt.

#### 2. How do I invest in the Plan?

You can invest in one or both of the following ways:

**Direct investment:** Investing directly into the Plan (i.e. outside of an ISA).

Growth on direct investments would be subject to capital gains tax (CGT) and/or income tax. If the growth paid is more than 24% then the whole amount of the growth will be subject to CGT.

If the Index has not risen by more than 48% and the minimum growth of 24% is therefore due, then part of the growth will be assessed under CGT rules and the remainder will be subject to income tax.

The part which will be assessed under CGT rules will be equal to 50% of any percentage rise in the index.

| % rise in FTSE | % return on investment | Amount potentially liable for CGT | Amount liable for Income tax |
|----------------|------------------------|-----------------------------------|------------------------------|
| +50%           | 25%                    | 25%                               | nil                          |
| +30%           | 24%                    | 15%                               | 9%                           |
| +20%           | 24%                    | 10%                               | 14%                          |
| +10%           | 24%                    | 5%                                | 19%                          |
| 0% or negative | 24%                    | nil                               | 24%                          |

For example, if the index rises by 10%, an investment return will be paid out comprising 5% growth (50% of 10%) which will be subject to CGT, plus 19% as investment income which would normally be subject to income tax. See the table below for other examples.

Gains subject to CGT can be reduced by taper relief and offset against your annual CGT allowance in the year of maturity (for the 2005/06 tax year this is £8,500), thus increasing the investment's overall tax-efficiency.

Any growth exceeding the CGT allowance for the tax year when the benefit is payable is liable to tax at your highest personal level of taxation (which, at current rates, could be up to 40%).

Gains subject to income tax will be subject to 20% tax for basic rate taxpayers and 40% for higher rate taxpayers.

**ISA investment:** There are two main types of ISA – the Maxi and the Mini ISA. Stocks and shares (such as the Investments within this Plan) or cash can be invested into a Maxi or Mini ISA. Investors can have a Maxi ISA or up to two Mini ISAs in any one tax year (one Stocks and Shares Mini ISA and one Cash Mini ISA), providing they do not exceed their annual allowance – for the 2005/06 tax year this is £7,000. All ISA investments grow free of tax and proceeds are also tax free.

As an ISA investment the Plan is available as:

- £4,000 in a Mini Stocks and Shares ISA OR
- Between £4,000 and £7,000 in a Maxi Stocks and Shares ISA

Please see 'Risk factors' on page 8 for risks associated with ISA investment.

### **Invest early and earn interest on your money**

If you invest before the end of the offer period, your money will earn interest up to and including 8 July 2005, at a rate equivalent to 3.5% gross per annum. This means the amount invested on your behalf will be greater and the potential benefits will increase.

If you invest via an ISA, any interest earned will be subject to income tax at a flat rate of 20% which will be paid directly to the Inland Revenue. This cannot be reclaimed. For other investments, interest will be paid gross and you will be responsible for any declaration/payment of income tax.

### **3. Where does my money go?**

We will invest your money for you for six years on the investment Start Date on 15 July 2005. Unless you close your Plan early (see 'What if I need to cancel or withdraw my money before the Plan matures?' on page 7) you will not have access to your money during this time. If you close your Plan early you might not receive back the full amount you originally invested, particularly in the early years of the Plan.

With your money Woolwich Plan Managers will buy Investments from financial institutions and it is these Investments that will eventually be sold on maturity to produce the returns the Plan aims to deliver, as outlined on page 3.

Please note that the stated benefits only apply if you hold your Plan for the full six-year term.

Please refer to 'What else should I know about my investment?' on page 10. This provides a more technical explanation of how your money will be invested and the associated risks.

### **4. How is my investment return calculated?**

When the Plan matures, you will receive:

- Your money back  
**PLUS**
- **either:** 24% growth on your initial investment  
**or (if greater):** a return equal to 50% of any percentage rise in the Index, subject to averaging over the final year
- Investing in the Plan is not the same as investing in the shares included in the FTSE 100 Index. The Index measures only the capital values of the UK's 100 largest quoted companies (such as BP, Barclays and BT). It includes no allowance for dividends paid by the companies to those who own shares in them.
- Woolwich Plan Managers record the closing level of the Index at the start of the investment term on 15 July 2005 (we refer to this as the 'Initial Index Level').
- Starting from 15 July 2010, the Index will be recorded at the closing level on the 15th of each month or the following Business Day if appropriate, until the Maturity Date of 15 July 2011.
- We then add up these closing levels over the final year and work out the average. This gives us the 'Final Index Level' and represents the rise or fall in the Index.

**Please note:**

- The averaging will tend to reduce the effects of a rise or fall in the Index during the final year and will tend to restrict the potential for growth.
- We then work out the percentage difference between the Initial Index Level and the Final Index Level and multiply it by 50%.
- If this is a negative figure (i.e. if there has been a fall in the Index), you will receive 24% growth on your initial investment. If it is a positive figure, we will calculate what percentage of your initial investment this represents. If it is equal to or less than 24% of your initial investment, you will receive 24% growth. If it is more than 24% of your initial investment, you will receive this percentage amount of growth.

See the table for examples of potential returns.

| Amount invested | Rise or fall in the Index | What you could receive back after six years |                        |               |
|-----------------|---------------------------|---|------------------------|---------------|
|                 |                           | Your money back                             | Investment return plus | Total payment |
| £10,000         | +60%                      | 100%  | 30%                    | £13,000       |
| £10,000         | +50%                      | 100%  | 25%                    | £12,500       |
| £10,000         | +40%                      | 100%  | 24%                    | £12,400       |
| £10,000         | +20%                      | 100%  | 24%                    | £12,400       |
| £10,000         | 0% or negative            | 100%  | 24%                    | £12,400       |

*Please note that the above figures are examples only and that changes in the Index level have been chosen to demonstrate the potential returns under the Plan only. If you sell your investment before the end of the Plan, you might not receive back the full amount you originally invested.*

**5. What happens when the Plan matures?**

Six weeks before the Plan matures, we will write to you to arrange where to send the proceeds from your investment.

If you change your address or bank details during the investment term, please make sure you write and tell us, at the correspondence address on the back page.

You will be able to do any of the following:

- Close your Plan and be paid the cash proceeds, which will be paid directly into a bank account (cheques will only be issued in exceptional circumstances).
- Continue your investment in another plan that we may be offering at the time.
- If you have invested via an ISA, you can transfer the proceeds of your Plan to another account manager.

If you invested directly into the Plan, you will have a tax liability and it is your responsibility to declare this. See 'Direct Investment' on page 5 for more details.

**What if I need to cancel or withdraw my money before the Plan matures?**

When we receive your application, we will send you a cancellation notice with the application acknowledgement letter, in case you have changed your mind about investing.

**If you change your mind within 14 days:** If at this stage you have changed your mind, you have the right to cancel and to do this you must sign and return the cancellation notice – or a written letter of cancellation, within 14 days of the day following the date upon

which we open your Plan. We will then issue a full refund which will take up to 21 days.

**If you change your mind later than 14 days:**

If later during the six-year investment term you need to withdraw your money, this will mean closing your Plan and selling your Investments and you could get back less than you invested.

If you want to close the Plan early, you must contact us in writing and we will arrange to sell your Investments on the next Valuation Date. The Investments are valued on the 10th Business Day of each month by the financial institutions that issued them when the Plan was opened. They value them based on prevailing market prices but these valuations are indicative only and if you make an Early Withdrawal, you may get more or less than this.

If you have invested as a direct investment i.e. outside of an ISA, we would pay the proceeds of the cancellation or withdrawal into your bank account. You can also transfer ISA investments in your Plan to another manager but again, this would mean cashing it in, with the consequences as set out above.

**There is no guarantee how much your investment will be worth**, it is impossible to

predict whether its value will rise or fall, and it may at any time be less than the amount you invested. Its value may also be affected by other factors such as changes in the level of interest rates and time to maturity.

Please think very carefully before requesting an Early Withdrawal – we do not allow partial withdrawals so you would have to cash in your Plan in full and you might not get back the original amount invested. (See ‘Terms & conditions’, particularly Term 9, for full details.)

## Risk factors

You should not invest in the Plan if the risks set out are not acceptable to you.

- **If you need to withdraw your investment prior to maturity, you could get back less than you invested. This is particularly likely were you to redeem in the early years of the six-year investment term.**

The investment would be sold (see ‘What if I need to cancel or withdraw my money before the Plan matures?’) and the return would be based on, amongst other things, the level of the Index at such a time, minus the charges of the Plan (see ‘Will I have to pay any charges or expenses for my investment?’).

**It is important that you read and understand the Key features and Terms & conditions of the Plan very carefully before investing. If you are in any doubt as to whether the Plan is suitable for you, or you do not understand how it works, you should discuss it with a professional adviser.**

- Growth over 24% from the Plan will depend on the performance of the Index. If there is no rise in the Index you will receive no additional investment return.
- If one or more of the financial institutions which issue the Investments fails to meet its financial obligations, you will not receive the returns the Plan aims to provide. As a result you might not receive your original capital back or the value of your investment (refer to credit rating information in ‘What else should I know about my investment?’).
- The terms of the investment may permit the issuer of those Investments to withhold, defer or reduce payments in certain events, as a result of which you may receive less than you would otherwise or may have to wait for the proceeds.

## ISAs

- You can only use your ISA allowance once in any tax year, so if you use it to invest in this Plan and later decide to withdraw your money, you will not be able to invest in another ISA for the same tax year.
- If you invest less than £7,000 in a Maxi ISA you will lose the remainder of your allowance for the tax year.
- The information in this brochure does not constitute tax advice and you should consult your professional adviser for advice of this nature.

## Please note:

- The favourable treatment of ISAs might not continue. Existing ISAs may lose their tax advantages and new ones might not be permitted. Although the current Government has stated that it remains committed to ISAs, this is subject to further consultation in 2010.
- The value of tax relief will depend on individual circumstances.
- Levels and bases of taxation and reliefs from taxation are subject to Government legislation and may change, possibly during the Term of the Plan.

All references to taxation are to UK taxation and are based on our current understanding of UK laws and Inland Revenue practice.

## Frequently asked questions

### Will I get an income?

No, the objective of the Plan is to achieve capital growth and, at the same time, provide a degree of capital protection.

### Will I have to pay any charges or expenses for my investment?

- All charges are taken into account when the Plan is opened and are reflected in the terms that the Plan aims to deliver. They will not normally exceed 7% of your original investment.

- There will be no further charges to pay during the Term of the Plan, unless we feel it necessary to take into account any significant taxation changes that may happen during this time.
  - If you decide to cash in your Plan before maturity, the amount you will get back will be affected by these charges, as well as by how the Index has performed. You would be unlikely to get your capital back in full, particularly in the early stages of the Plan.
  - As long as you keep your Plan until maturity (and subject to other factors explained in 'Risk factors' on page 8), your initial investment is protected and the cost of providing this protection is reflected in the terms offered. Returns could be greater without this protection but the return of your initial investment at maturity would be at risk.
  - Commission: Barclays Bank PLC will receive a commission from Woolwich Plan Managers equal to 4% of your investment for administering the Plan. For example, if you invested £10,000 into the Plan the commission amount would be £400. (Please note that commission is already allowed for in the terms and charges of the Plan and does not affect the stated benefits).
- UK's 100 largest quoted companies (such as BP, Barclays and BT). It includes no allowance for dividends paid by the companies to those who own shares in them.
  - With your money we will buy Investments from major financial institutions (such as HSBC, Barclays Bank and Lloyds TSB), which are designed to provide the returns the Plan aims to deliver, as indicated on page 3. The financial institutions that issue the Investments will have a credit rating of at least 'AA' by the credit rating agency Standard & Poor's at the time of purchase. 'AA' means that Standard & Poor's considers that the institution's capacity to meet its financial commitments is very strong. These ratings may however, be subject to change.
  - We may arrange to purchase or sell Investments for you in which we and/or an associate have a material interest (for instance as Purchaser or Issuer); have a position or holding; are the only market maker; and/or are providing significant advice or investment services. We and/or the relevant associate may benefit financially from that interest or relationship.
  - Legal title to all Investments will be recorded in the name of Bank of New York or any other Nominee as may be appointed from time to time on your behalf. You will be the beneficial owner of them. We will keep our own record of Investments held for you.
  - No certificates will be issued.

### **What else should I know about my investment?**

- Investing in the Plan is not the same as investing in the shares included in the FTSE 100 Index. The FTSE 100 Index measures only the capital values of the

## What happens if I die?

If you die before the proceeds of the Plan are available, your personal representatives should contact us and tell us how they wish your Plan to be dealt with as part of probate/administration. There will be two options:

- (a) Closing the Plan and the proceeds being paid to the executor of your will. This will be subject to the consequences of an Early Withdrawal, as explained under 'What if I need to cancel or withdraw my money before the Plan matures?'
- (b) The Plan could be transferred into the name of another person on death, in which circumstance Woolwich Plan Managers would need to follow the instructions from the executor of your will.

The cash value of your Plan will form part of your estate for inheritance tax purposes.

ISAs automatically lose their tax-efficient status on the death of the holder.

## Further information

### Compensation

It is unlikely that Woolwich Plan Managers Limited will become insolvent but there are measures in place that may allow you to claim compensation should this happen and cause you to suffer any losses. In this event, you should contact the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone 020 7892 7300. A statement describing your rights to compensation is available from Woolwich Plan Managers Limited on request.

You would not be entitled to any compensation simply if one or more of the financial institutions from which we buy Investments on your behalf fails to meet its financial commitments.

### Queries and complaints

If you want to complain about this product or the service you have received, or have any queries about the Plan, please do so in writing, by post or telephone, to: Woolwich Plan Managers Limited, Mellon House, Ingrave Road, Brentwood Essex CM15 8TG. Telephone 0870 606 6488, Fax 01277 691239.

Details of our complaints handling procedure are available on request from the above contact details.

If you are not satisfied with how we deal with your complaint, you may refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800.

Please note that making a complaint will not prejudice your right to take legal proceedings.

### Documents you will receive

- Acknowledgement of application form and Notice of cancellation: within five working days of receipt of application.
- Opening statement: within six weeks of the Start Date.
- Statements: twice a year ending 30 June and 31 December, usually sent within 25 days of these dates.

# Terms & conditions

## 1. Definitions

The following expressions have the meanings set out below when used in these Terms.

**'Affiliates'** – means any person or entity controlling, controlled by or under common control with such party.

For the purposes of this definition, control of an entity means the power; direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity.

**'Barclays Group'** – means Barclays Bank PLC and its Affiliates.

**'Business Day'** – any day other than a Saturday, Sunday, Bank or other Public Holiday.

**'Capital'** – the amount of Your cash Subscription, together with any interest earned under Term 4.

**'Early Withdrawal'** – any withdrawal taking place after the expiry of Your right to cancel pursuant to Term 21.1 by You of capital from Your Plan to realise a lump sum prior to the Maturity Date.

**'Final Index Level'** – as set out in the Schedule.

**'FSA'** – the UK Financial Services Authority or any other superceding body.

**'FSA Rules'** – the Handbook of rules and guidance issued by the FSA, as amended from time to time.

**'High Rated Financial Institution'** – a financial institution whose long-term senior unsecured and unguaranteed debt obligations are, at the time of purchase of the relevant investments, rated at least 'AA' for the time being by Standard & Poor's Rating Service, a division of The McGraw Hill Companies, Inc.

**'Index'** – as set out in the Schedule.

**'Initial Index Level'** – as set out in the Schedule.

**'Interest Date'** – as set out in the Schedule.

**'Investments'** – the securities We purchase and hold on Your behalf in accordance with these Terms.

**'Investment Objective'** – as set out in the Schedule.

**'ISA'** – an Individual Savings Account opened and managed in accordance with the Regulations.

**'Issuer'** – any issuer of investments, or any of its Affiliates, or directors.

**'Maturity Date'** – the date on which We instruct the sale of the Investments on Your behalf under Term 5, as set out in the Schedule.

**'Maxi ISA'** – an ISA which includes a stocks and shares component, with or without a cash component or a life assurance component.

**'Mini ISA'** – an ISA which comprises either a stocks and shares component, or a cash component, or a life assurance component.

**'Nominee'** – Bank of New York, or any other Nominee appointed from time to time to be recorded as the legal owner of Plan Investments.

**'Offer Period'** – as set out in the Schedule.

**'Plan'** – the investment management agreement between You and Us, as referred to in Term 2.1.

**'Purchaser'** – the person to whom We sell the Investments on the Maturity Date in accordance with Term 5.3.

**'Regulations'** – the Inland Revenue Regulations for Personal Equity Plans and/or Individual Savings Accounts (as appropriate), as amended from time to time.

**'Schedule'** – the schedule to these Terms, the provisions of which are deemed to be incorporated into these Terms.

**'Start Date'** – the date on which We purchase the Investments on Your behalf under Term 5, as set out in the Schedule.

**'Subscription'** – any amount(s) paid by You into Your Plan.

**'Term of the Plan'** – the period from the Start Date to the Maturity Date.

**'Transfer'** – the transfer on Your behalf of cash proceeds of an ISA to another manager in accordance with these Terms and the Regulations.

**'Valuation Dates'** – the dates on which the Investments in Your Plan will be valued, as set out in the Schedule.

**'We', 'Us' and 'Our'** – Woolwich Plan Managers Limited, the person responsible for managing Your Plan.

**'You' and 'Your'** – the Planholder named in the application form.

## 2. Your Plan

2.1 We will only accept an application to open a Plan on these Terms. You must apply by completing Our application form. We shall consider receipt of Your application form as an offer from You to open a Plan. We may accept or reject applications at Our discretion, but We will notify You of Our decision. In particular, We may reject applications if:

- (a) We close the offer to subscribe for Plans, including under Term 3.3;
- (b) Your application is received after the Offer Period; or
- (c) Your Subscription is less than the minimum, or more than the maximum subscription amount.

2.2 You confirm that the information supplied, and any declarations made, on Your application form are true, accurate and complete. You acknowledge that We may be required to void Your Plan if they are untrue, inaccurate or incomplete, for example in accordance with Our obligations under the Regulations. You will be liable for any costs We incur due to having to void Your Plan under this Term, so long as they are reasonably incurred.

2.3 If We accept Your application, We will open Your Plan on the date on which We receive Your first Subscription, or if that day is not a Business Day, We will open Your Plan on the next following Business Day. If Your Subscription fails to clear, We will not accept it and We will close Your Plan.

2.4 You must provide Us with all information that We may reasonably require in order to carry out Our duties in managing Your Plan.

- 2.5 We do not provide any advice to You in relation to Your Plan. By accepting Your application to open a Plan, We are not confirming that an investment in the Plan, or the Investments We may purchase for You under Term 5, are suitable for You. If You are in any doubt as to whether the Plan is suitable for You, You should seek independent financial advice.
- 2.6 When acquired under Term 5, the investments will qualify for the purposes of the Regulations and, as such, Your Plan will be managed as an ISA if You instruct Us accordingly on Your application form. We will open separate Plans in respect of:
- Subscriptions to a new ISA; and
  - Subscriptions that are not to be held in an ISA.
- As such, references to 'Your Plan' in these Terms should be read as reference to each such Plan separately. So, for example, if You have two Plans, one of which is an ISA Plan under (a), and one of which is a non-ISA Plan under (b), and We are required to void Your ISA under Term 9.4, Your non-ISA Plan will continue to be valid.
- 2.7 If You wish Your Plan to qualify as an ISA, You must indicate on Your application form whether You wish it to be a Maxi ISA or a Mini ISA. This cannot be changed once Your Plan has been opened. In any single tax year, You may only subscribe to one Maxi ISA or to one of each type of Mini ISA, whether with Us or any other ISA Manager.

### 3. Subscriptions

- 3.1 The minimum and maximum Subscription amounts to Your Plan are as set out in the Schedule.
- 3.2 All Subscriptions must be made in cash. Once We receive Your Subscription, the cash will initially be held within Your Plan in a client money bank account together with the cash Subscriptions to the Plan of other customers.
- 3.3 The Plan will be open to Subscriptions for a limited period and may be closed to Subscriptions without notice. In particular, We may have to close the Plan if the amount of Subscriptions received exceeds any maximum amount set by the Issuer.

### 4. Interest

- 4.1 Subject to Term 4.2 and Term 4.3, interest at a simple (not compounded) rate of 3.5% per annum (gross) will be earned on all cash Subscriptions We hold in Your Plan from the date it was opened up to and including the Interest Date. This interest will be credited to Your Plan prior to the purchase of Investments in accordance with Term 5. If You cancel Your Subscription under Term 21, no interest will be paid.
- 4.2 If Your Plan is not an ISA, gross interest will be credited to Your Plan and You will be responsible for declaring and paying any tax on this interest. If Your Plan is an ISA, We are required by the Regulations to deduct and pay to the Inland Revenue a flat rate

- charge equivalent to 20% of the interest earned.
- 4.3 No interest will accrue or be paid in relation to Your Plan after the Maturity Date.
- 4.4 We, Our Affiliates, and any bank with whom We deposit Your Subscription, may benefit from the aggregation of client balances. This means that We or they may keep any interest received on the client money bank account (referred to in term 3.2) which exceeds the 3.5% (gross) interest paid to You under Term 4.1. Any money held in the client money bank account to which Plan investors are not entitled will be due to Us or them and can be withdrawn for Our or their benefit.

### 5. Investments

- 5.1 On the Start Date, We will purchase Investments for Your Plan, in accordance with this Term 5, by applying the cash that We hold for You in accordance with Your Investment Objective. In order to prevent fractional holdings prior to investment, the Capital We hold in Your Plan (which includes interest which has been added to Your Plan under Term 4) will be rounded down to the nearest pound. We will retain the resulting surplus. At most, this will be 99 pence per Plan.
- 5.2 The Investments that We will purchase for You will be medium-term notes which have a fixed maturity issued by a High Rated Financial Institution. The notes are debt instruments or bonds which have been specifically structured to match the Investment Objectives of the Plan.
- 5.3 We will sell the Investments on the Maturity Date of the Plan. The Investments are structured so that the price We will receive when We sell them will correspond to the amount You are entitled to receive from the Plan in accordance with Your Investment Objective.
- 5.4 When We purchase and sell the Investments in accordance with these Terms, We will always be acting as Your agent, and not as the agent of the Issuer or the Purchaser.

### 6. Cash entitlement

- 6.1 Under no circumstances will You become entitled to have the Investments transferred to You. You are only entitled to receive a cash sum, calculated in accordance with these Terms.

### 7. Valuation

- 7.1 Unless otherwise notified, the Investments in Your Plan will be value on each Valuation Date on a 'bid' basis (i.e. assuming You were selling the Investments). The prices We obtain will be used in the statements provided under Term 14.2, or if You ask Us to tell You what the Investments in Your Plan are worth. However, these prices are only indicative.

## Terms & conditions continued

- 7.2 If You make an Early Withdrawal, the price You will actually get will be determined by the price at which the Investments can actually be sold. This may be lower than the indicative price We obtain under Term 7.1.
- 8. Validity of instructions**
- 8.1 If We receive invalid or unclear instructions from You at any time, We may decline to act on them. If so, We will notify You by post and await Your further instructions.
- 9. Making withdrawals and closing your plan**
- 9.1 You may instruct Us to effect an Early Withdrawal for You. You must notify Us in writing by the close of business on the day before the next Valuation Date if You wish the withdrawal to take place on that Valuation Date.
- 9.2 Partial withdrawals are not permitted (unless We agree otherwise with You in writing). If You request an Early Withdrawal, We will sell all the investments in Your Plan at the next Valuation Date after receipt of Your valid instructions, and Your Plan will close automatically. Any other Plans You have will remain open.
- 9.3 You acknowledge that if You request an Early Withdrawal:
- (a) the Investment Objective may not be met; and
  - (b) Your Capital is at risk, and the amount You receive may be less than You originally invested.
- 9.4 In making Your application to open a Plan, You understand that the Inland Revenue will not be able to notify Us whether your application is void under the Regulations until the financial year following the year of Your application. As such, at the time We receive Your application to open a Plan and/or Your Subscription we are unable to confirm that Your Plan is valid under the Regulations. You understand and agree that We will purchase the Investments pursuant to Term 5 prior to receiving any such notification from the Inland Revenue. In the event that Your Plan is declared void pursuant to the Regulations, We shall continue to manage Your Investments in order to meet the Investment Objective. However, whilst Your Investments will be retained within the Plan, they will not benefit from the laws and regulations relating to ISAs until such time as the Inland Revenue notifies Us otherwise. The Inland Revenue refers to this notification as effecting a “repair”. We will, as soon as reasonably practicable, notify you in writing if Your Plan is declared void pursuant to the Regulations. In such circumstances, You will be entitled to withdraw Your Subscription in accordance with Term 9. However, any such withdrawal shall be treated as an Early Withdrawal, with the consequences set out under Term 9.3. Therefore, it is very important for You to do everything you can to ensure that Your Plan will not be declared void pursuant to the Regulations (for example, because you have already utilised Your maximum ISA investment entitlement for the tax year in question). In addition, We may, by giving You written notice, close Your Plan with immediate effect if:
- (a) We are required to do so by the FSA or under the Regulations;
  - (b) You have breached the Regulations or these Terms; or
  - (c) Your Plan is an ISA and We cease to act as an ISA Manager for any reason (as appropriate).
- In order to close Your Plan, We will sell the Investments within Your Plan at the next Valuation Date and pay the cash proceeds to you. This will also constitute an Early Withdrawal with the consequences set out under Term 9.3. We may retain such cash from Your Plan as is necessary (including by realising some of Your Investments) to meet any tax liability for which We must account to the Inland Revenue under the Regulations including where we had to effect a “repair”.
- 9.5 The cash proceeds arising from any Early Withdrawal will be paid to You by direct credit or crossed cheque (as appropriate) within 4 Business Days after the Valuation Date following receipt of Your valid instructions under Term 9.1 or Our notice to You under Term 9.4, after deducting any charges due and payable under these Terms or the Regulations (see Term 15 for more details).
- 9.6 Any withdrawal proceeds from selling Your Investments will only be made payable to You, and cannot be made payable to a third party, except:
- (a) at Our discretion; or
  - (b) in accordance with Term 10.2.
- 9.7 If Your Plan is an ISA, and We give You notice that Your Plan is to be closed, You may instruct Us to transfer the proceeds of Your Plan to another ISA Manager under Term 10.
- 9.8 Where any amount due to Your Plan is outstanding at the time We pay the proceeds under this Term, such amounts will, once they are received by Us, be paid to You in accordance with Term 9.5, unless Term 10.3 applies.
- 9.9 Closure of Your Plan (for whatever reason) will not affect:
- (a) the completion of transactions undertaken within Your Plan;
  - (b) any liabilities or obligations of either You or Us to the other incurred before the date of closure; and
  - (c) all sums rightfully due from either You or Us to the other becoming payable on the date of closure.
- 9.10 Unless Term 16.4 applies, closure of Your Plan under this Term 9 will not entitle You to any compensation or damages.

## 10. Closing your plan by transferring it to another ISA Manager

- 10.1 You may at any time instruct Us to Transfer a Plan which is an ISA to another ISA Manager. If You wish to make such a Transfer, You should contact Us for Further information about the relevant procedures and the forms You may be required to complete. The Transfer will take place within such time as You stipulate in Your instruction to Us, subject to a reasonable period of up to 30 days to enable the practical implementation of Your instruction. This will constitute an Early Withdrawal with the consequences set out under Term 9.3, unless the Transfer is effected after the Maturity Date. This is because We have to close Your Plan with Us in order to make the Transfer to the new manager.
- 10.2 Partial transfers are not permitted. We will sell all the Investments in Your Plan at the next Valuation Date after receipt of Your valid instructions and pay the cash proceeds to Your chosen new ISA Manager. Where any amount due to Your Plan is outstanding at the time We pay the proceeds under this Term, such amounts will be paid to Your new ISA Manager once they are received by Us.
- 10.3 Transfer of Your Plan will not affect:
- any liabilities or obligations of either You or Us to the other incurred before the date of Transfer; or
  - all sums rightfully due from either You or Us to the other becoming payable on the date of Transfer.

## 11. Death (Individuals only)

- 11.1 These Terms will be binding on Your legal personal representatives. We will advise them of Our requirements to make payment to them or to their order, or (if they wish to arrange for the Plan to continue) Our requirements as regards the continuation of the Plan.
- 11.2 Once all Our requirements are met in accordance with Term 11.1, We will deal with the Plan in accordance with the instructions of Your personal representatives. In the event that the investments in the Plan are sold and proceeds paid to them or to their order, this will constitute an Early Withdrawal with the consequences set out under Term 9.3.
- 11.3 We will be entitled to Our normal charges in accordance with these Terms until We receive all Our reasonable requirements in order to make payment.
- 11.4 If Your Plan is an ISA, any increase in the value of Your Plan after the date of Your death will not qualify for tax relief under the Regulations.

## 12. Ownership

- 12.1 All certificates and other documents of title relating to Investments within Your Plan will be deposited with an appropriate securities depository. The Investments will be recorded in the name of the

Nominee on Your behalf, but You will be the beneficial owner of them (unless You are a trustee, in which case the beneficial ownership will be determined in accordance with the relevant trust documents). We will also keep Our own record of Plan Investments which the Nominee holds for You. You must not use the Investments in Your Plan as security for a loan. You may not transfer any interest in them to a third party except to the extent permitted by these Terms and the Regulations.

- 12.2 All investments within Your Plan will be recorded in the same name as those of other clients. As such, they will not be identifiable by separate certificates and, on an insolvency, You might encounter delays in recovering the cash value of Your Investments, and possibly an increased risk of loss if there is a shortfall (shared by all affected customers on a pro rata basis).

## 13. Voting rights and reports

- 13.1 The Nominee will hold the voting rights (if any) in relation to the Investments in Your Plan. The Nominee will have the right to exercise such voting rights (or abstain from exercising them) at its discretion. If You wish, however, You may request Us to arrange for You to attend (and vote at) meetings of holders of securities in relation to Investments in a Plan which is an ISA, to the extent that this is permitted by the terms of the relevant instrument for the Investment(s) concerned.
- 13.2 If You request, and Your Plan is an ISA, We will:
- send to You copies of the annual report and accounts in relation to any Investment in Your Plan (if any); and
  - send to You copies of any offering circular, prospectus or other information available in respect of any Investment which is issued to holders of the relevant securities.

## 14. Documents you will receive

- 14.1 We will acknowledge in writing Your application to open a Plan. You will receive Your cancellation notice with this acknowledgement (see Term 21).
- 14.2 We will provide You with:
- an opening statement within 6 weeks of the Start Date; and
  - statements twice a year, as set out in the Schedule. These statements will show the value of Your Plan, the basis on which the Investments in Your Plan were valued, and any changes since the last statement that was sent to You.
- 14.3 By agreeing to these Terms, and because of the nature of the Plan, You confirm that You do not require Us to send You a written confirmation setting out full details of each transaction to purchase or sell Investments for You. However, We will send You all the documents and information that We have agreed in these Terms to provide.
- 14.4 You have the right to inspect copies of all contract notes, vouchers and other entries in Our own

## Terms & conditions continued

records relating to transactions which We have completed for You. We keep records of such transactions for at least six years.

### 15. Charges and other amounts payable

- 15.1 The returns to which You will be entitled, in accordance with Your Investment Objective, are net of all anticipated charges and expenses (excluding any tax that You may be liable to pay). These charges are taken on Start Date and are estimated to be not more than 7% of Your Subscription, excluding any such tax but including commission paid to any financial advisor who arranged Your Subscription in the Plan. No other charges are anticipated. In the event of an Early Withdrawal, no further charges will be deducted nor rebated in lieu of those taken at the Start Date. In the event of cancellation You will receive a full refund of any charges (See Term 21.1) You remain assessable to any personal taxes to which You may be liable.
- 15.2 Please note that it is possible that You will be liable to pay additional taxes or costs that are not paid, or imposed, by Us.

### 16. Liability

- 16.1 We will exercise due care and diligence in managing Your Plan. However, we will not be liable to You:
- (a) for any default by the Issuer and/or the Purchaser;
  - (b) for any default by the Nominee, or any securities depository with whom Your Investments are deposited;
  - (c) for any loss, depreciation or fluctuation in the value of the Investments held within Your Plan, except as a result of Our fraud, negligence or wilful default;
  - (d) if We cannot carry out Our responsibilities because of circumstances beyond Our reasonable control; or
  - (e) for the acts or omissions of any professional adviser who arranged Your Investment in a Plan.
- 16.2 We will exercise Our authority under Term 5 in an appropriate way. However, whilst the Investments will be structured with a view to meeting Your Investment Objective on the Maturity Date, because they are issued by a third party We are unable to (and do not) promise that Your Investment Objective will be met. You acknowledge that You have read and understood the Risk factors set out in these Terms (including the Schedule) and in the 'Key features' document also provided to You in connection with Your Subscription to a Plan.
- 16.3 In particular, and without limiting Terms 16.1 and 16.2, You acknowledge that Your entitlement under the Plan is dependent on the exact terms of issue of the Investments. These may contain provisions allowing for (a) adjustments to the calculation of entitlements in timings and (b) the termination of the investments, including (without limitation) in

circumstances where we are in default. We cannot be held responsible for any such events or circumstances that may arise, except to the extent that Term 16.1(c) or Term 16.4 apply.

- 16.4 No provision in these Terms will operate so as to exclude or limit Our liability to the extent that this would be prohibited by law or the FSA Rules.
- ### 17. Regulatory and general matters
- 17.1 We may delegate Our functions or responsibilities to a third party. However, We will only do so if We are satisfied that any such third party is competent to carry out the relevant functions or responsibilities.
- 17.2 We may not commit You to a financial obligation to add to Your Plan, either by borrowing or committing You to a contract the performance of which may not be possible without such an additional payment. We may not commit any of the assets of Your Plan to any obligation to underwrite any issue or offer for sale of securities without Your instruction.
- 17.3 We may arrange to carry out for You business in which We have a material interest, or in which We are aware another party connected with Us has such an interest. This may arise, for example, because one of Our Affiliates is the Issuer or the Purchaser. In these circumstances We and any other party connected with Us will be entitled to retain any benefit We or they may receive as a result of such a transaction.
- 17.4 We may aggregate Your transactions with those of other customers where We are purchasing or selling Investments for more than one customer on the same day. On some occasions You may benefit from this whilst, on others, You may be disadvantaged but We are required to comply with the FSA Rules when We do this.
- 17.5 If Your Plan is an ISA, We will notify You as soon as reasonably practical of any failure to satisfy any provision of the Regulations which has caused, or will cause, Your Plan to become void for the purpose of the Regulations.
- 17.6 We are authorised and regulated by the FSA for the purpose of providing services to You under these Terms. We are required to comply with the FSA Rules when providing these services.
- 17.7 We will require evidence of Your identity in order to enable Us to comply with Our obligations under money laundering regulations. We will tell You what Our requirements are. If You fail to provide satisfactory evidence or are slow to do so, that may result in Your Plan not being opened, or being closed, or in payments to You being withheld.
- 17.8 Telephone calls may be recorded and monitored so that We can improve the services that We offer to You, for security and staff development.
- 17.9 If We relax any of these Terms for You, this may be just a temporary measure or a special case. We may enforce them strictly again at any time.
- 17.10 If any Term (or part of any Term) is unenforceable

or invalid for any reason, all the other Terms (or the remaining part of the Term in question) will continue to be valid and enforceable to the fullest extent permitted by the law.

- 17.11 You must inform Us if Your bank account details change so that We can keep Our records up to date. If You do not, this may delay redemption proceeds being paid to You.
- 17.12 These Terms and Conditions, together with all other contractual terms and any other information provided in relation to Your Plan (whether provided before or subsequent to the date on which Your Plan is opened) shall be provided in the English language. All communications entered into, whether before or after the Term of the Plan, shall be in the English language.

## 18. Notices

- 18.1 Unless otherwise stated, any notice, instruction or other communication to be given by Us will be valid if posted to Your correspondence address, as supplied to Us. Communications sent by Us by post will be deemed to be received on the second Business Day after posting unless otherwise stated.
- 18.2 We will only accept instructions or requests from You if they are in writing, sent to the address We have notified to You for that purpose and accompanied by any other documents We may reasonably require. We will not be bound to act unless the instructions are in Our reasonable opinion, clear and unambiguous. Subject to Term 21.1 instructions and requests from You will not be treated as received until actually received by Us on a Business Day.

## 19. Variation

- 19.1 We may vary these Terms without prior notice:
- to comply with any changes to the Regulations, other relevant legislation, Inland Revenue practice and the FSA Rules (or the way they are applied);
  - to make them fairer to You or to correct a mistake (provided this correction would not adversely affect Your rights);
  - in order to manage Your Plan more effectively, or to introduce additional facilities or options within Your Plan;
  - for any reason set out in these Terms; or
  - for any other valid reason.
- 19.2 In the case of changes made under Term 19.1, We will notify You of the change as soon as is reasonably practicable after it has been made if We have not given You prior notice.

## 20. Assignment

- 20.1 We may assign Our rights and obligations under these Terms to another person selected by Us, provided that:
- We give You one month's prior written notice;
  - We may only assign to a person who is appropriately authorised for the purpose of

applicable laws and regulations (including the Regulations, in the case of a Plan which is an ISA); and

- the assignment is part of an intra-group reorganisation, or else We reasonably believe that the assignment will not prejudice You in any material aspect.

- 20.2 You may not transfer Your legal rights under these Terms to anyone else, subject to Term 20.3.
- 20.3 If You are a trustee, You may assign Your rights and obligations under Your Plan to any successor trustee subject to Our written consent, which We may not withhold unreasonably.

## 21. Cancellation rights

- 21.1 You have the option to cancel Your Subscription. A cancellation notice will be sent to You (within five working days) after We have received Your application form. In order to cancel, You must post the notice (or a signed letter of cancellation) to Woolwich Plan Managers Limited, Mellon House, Ingrave Road, Brentwood, Essex CM15 8TG within 14 days of the day following the date upon which We open Your Plan. If You exercise Your right to cancel, You will receive a full refund of Your subscription. If You do not exercise Your right to cancel You will have entered into a legally enforceable contract under which You have agreed to open a Plan and pursuant to which Investments will be purchased on Your behalf, subject to Your ability to make an Early Withdrawal or close Your Plan after the Start Date pursuant to Term 9.
- 21.2 If You have applied to open an ISA, You understand that You will not have any right under the FSA Rules to withdraw Your application once it has been made. This does not affect Your right to cancel under Term 21.
- 21.3 Subject to Term 17.11, any proceeds due to You following any cancellation of Your Plan shall be paid to You as soon as reasonably practicable, and in any event, within 30 days of the date upon which Your cancellation became effective.

## 22. Law

The relationship between Us and You prior to the opening of Your Plan will be governed by English law. These Terms and Conditions are also governed by English law. Any disputes (whether arising before or after Your Plan is opened and whether or not relating to these Terms) are subject to the jurisdiction of the English Courts.

## 23. Complaints & compensation

- 23.1 If You have a complaint about Your Plan and its operation, You should contact Us by post or by telephone, at: Woolwich Plan Managers Limited, Mellon House, Ingrave Road, Brentwood, Essex CM15 8TG. Telephone 0870 606 6488, fax: 01277 691239.

## Terms & conditions continued

- 23.2 Details of Our complaints handling procedures are available on request on telephone number 0870 606 6488.
- 23.3 If You are not satisfied with the way in which the complaint is handled, You can refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Making a complaint will not prejudice Your right to take legal proceedings.
- 23.4 If You make a valid claim against Us in respect of Our management of Your Plan, and We are unable to meet Our liabilities in full, You may be entitled to compensation from the Financial Services Compensation Scheme. The amount depends on the type of business and the circumstance of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000. We can provide further details of the scheme upon request.

### 24. Taxation

- 24.1 If Your Plan is an ISA, You authorise Us to provide the Inland Revenue with all relevant details of Your Plan, and to make the necessary claims, conduct appeals and agree on Your behalf any liabilities for, and relief from, tax in respect of Your Plan.
- 24.2 For the purpose of Term 24.1, You must provide Us with all information that We reasonably request and inform Us immediately of any change in Your tax status or any other material change in Your circumstances.
- 24.3 If Your Plan is not an ISA, any income or growth generated by Your Plan will be subject to Income Tax and Capital Gains Tax respectively, subject to any reliefs or exemptions that may be available to You according to Your personal circumstances. You will be responsible for declaring and paying any such tax.
- 24.4 No charge to stamp duty or stamp duty reserve tax will arise on the purchase and sale of the Investments.
- 24.5 Please note that the information given in this Term 24 does not constitute tax or legal advice, and You should consult Your own professional adviser to obtain advice of this nature. Levels and bases of taxation, and reliefs from taxation, are subject to Government legislation and may change, possibly during the Term of the Plan. They will also depend on Your personal circumstances. All references to taxation are to UK taxation, and are based on Our current understanding of UK laws and Inland Revenue practice.

### 25. Corporate and Trustee Planholders

- 25.1 If You are a company (including a corporate trustee), by making an application to open a Plan, You confirm that:
- You are a company duly incorporated and validly existing in the United Kingdom;
  - You have the necessary corporate power to make Your Subscription;

- You have duly authorised, executed and delivered the application form in respect of Your Subscription;
  - the Terms constitute Your valid and legally binding obligations, enforceable under English law; and
  - by making Your Subscription You will not violate any of Your constitutional documents.
- You agree to provide to Us any documents or information that We may reasonably require in support of the above confirmations, including for example certified copy resolutions and signature certificates.

- 25.2 If You are a trustee, by making an application to open a Plan You confirm that:

- You have been duly appointed as trustee of the relevant trust;
- You have all necessary power, authority and consents to make You Subscription;
- in respect of Your Subscription, You will comply with all internal management procedures of the trust and any other procedural requirement; and
- by making Your Subscription You will not violate the relevant constituting trust document(s).

You agree to provide to Us any documents or information that We may reasonably require in support of the above confirmations. You acknowledge that, even though the beneficial ownership of the Investments will be determined by reference to the relevant constituting trust document(s), We will treat You as our customer for all purposes of the Plan and will not otherwise recognise any trust arrangement under which You hold the Investments.

### 26. Your Information

- 26.1 You agree that We will store and process Your Information on the Barclays Group computers and in any other way. By "Your Information" We mean personal and financial information that We:
- Obtain from You or from third parties, such as joint Plan holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when You apply for a Plan or any other product or service or which You or they give to Us at any other time; or
  - Learn from the way You use and manage Your Plan(s), from the transactions You make and from the payments that are made to Your Plan.
- 26.2 Where You provide personal and financial information relating to others (e.g. as part of an account designation) for the purposes of administering or managing Your Plan, You acknowledge that You have their consent to provide personal and financial information to Us and for Us to process it in accordance with this arrangement.

- 26.3 You agree that We and other companies in the Barclays Group will use Your Information to manage Your Plan(s), give You statements and provide Our services, for assessment and analysis (including credit and/or behaviour-scoring, market and product analysis), and to develop and improve Our services to You and to other customers and to protect Our interests.
- 26.4 You agree that We and other members of the Barclays Group will use Your Information to inform You by letter, telephone (including sending text messages) or computer about products and services (including those of others) which may be of interest to You. You may tell Us if You do not wish to receive marketing material from other members of the Barclays Group.
- 26.5 We use credit reference agencies and fraud prevention agencies to share information:
- when We tell You; for example if We have required You to repay an amount You owe Us and We do not receive a full repayment or satisfactory proposals from You;
  - if You are in breach of this agreement; or
  - if You give Us false or inaccurate information or We suspect fraud.
- You authorise Us to make credit reference, identity (including searching the Electoral Register), fraud, bank enquiry and other enquiries.
- You understand that credit reference agencies will use and share records of searches and information given to them. The record of the search in respect of this application will not be disclosed to any lender to assess your ability to obtain credit.
- You understand that if You give false or inaccurate information or We suspect fraud, We will record this with credit reference and fraud prevention agencies. These records may be used to help make decisions on You or other members of Your household on credit, motor, household, life and other insurance facilities (including handling any claims), for debt tracing and to prevent fraud and money laundering.
- Information held about You by the credit reference agencies may already be linked to records relating to one or more of your partners where a financial "association" has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any "associated" records.
- 26.6 For Your protection and Ours, to check instructions and to maintain high quality service standards, We may record and monitor calls made to or by Us.
- 26.7 Internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for unauthorised access by a third party or the corruption of data sent to or by Us. For security, operational and business purposes We may monitor e-mails received by Us or issued by Us.
- 26.8 We may give information about You and how You manage Your Plan to the following:
- people who provide a service to Us or are acting as Our agents, on the understanding that they will keep the information confidential.
  - to companies and organisations that help Us to process transactions for Your Plan, for example, selling investments on Your behalf.
  - where You have carried out transactions through a professional adviser or agent then that person will be deemed to be Your agent to whom full details of Your Plan may be disclosed unless You advise Us to the contrary in writing.
  - to product providers (including their services providers or agents) where the disclosure is relevant to the provision and administration of their additional services to You relating to Your Investment on the understanding that they keep the information confidential.
  - anyone to whom We transfer or may transfer Our rights and duties under this agreement.
  - We may also give out information about You if We have a duty to do so or if the law allows Us to do so. Otherwise We will keep information about You confidential.
- 26.9 If We transfer Your Information to a service provider or agent in another country, We will make sure that the service provider or agent agrees to apply the same levels of protection as We are required to apply to information held in the UK and to use Your Information only for the purpose of providing the service to Us.
- 26.10 Under the Data Protection Act 1998 You have a right of access to Your personal records. Should You wish to exercise this right You may write to Barclays Data Protection Co-ordinator, Mellon House, Ingrave Road, Brentwood, Essex CM15 8TC.

## Index information

The FTSE™ 100 Index used to determine the return generated by the Plan is based solely on 'capital return'. This means that it does not take into account any dividends from the companies whose performance the Index tracks. FTSE also compiles a separate 'FTSE 100 Index' based on 'total return' which does take dividends into account, but this is not the Index used for the purpose of the Plan.

## Index provider disclosure

The Plan is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ('FTSE') or by the London Stock Exchange PLC ('LSE') or by The Financial Times Limited ('FT') and neither FTSE nor the LSE nor FT makes any warranty or representation whatsoever, expressly or impliedly either as to the results to be obtained from the use of the FTSE™ 100 Index (the 'Index') and/or the figure at which the Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated solely by FTSE. However, neither FTSE nor the LSE nor FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index and neither FTSE nor the LSE nor FT shall be under any obligation to advise any person of any error therein. FTSE™, FT-SE® and Footsie® are trade marks of the London Stock Exchange PLC and The Financial Times Limited are used by FTSE under licence.

# Plan Schedule

## The Barclays Capital Plus Plan – Issue 03

|                             |   |
|-----------------------------|---|
| <b>Offer period</b>         | 3 May 2005 to 1 July 2005.  |
| <b>Start Date</b>           | 15 July 2005.   |
| <b>Maturity Date</b>        | 15 July 2011.   |
| <b>Interest Date</b>        | 8 July 2005.  |
| <b>Valuation Dates</b>      | The 10th business day and last business day in each month.  |
| <b>Index</b>                | The FTSE 100 Index.   |
| <b>Initial Index Level</b>  | The level of the Index as at close of business on 15 July 2005.   |
| <b>Final Index Level</b>    | The average of the closing levels of the Index calculated over the final year of the six-year term on successive monthly occasions, on the 15th of each month. Where the 15th day of the month is a day on which the Index is not published, the closing level on the next Business Day on which the Index is published will be used. The first date of the averaging period is 15 July 2010 and the final date is 15 July 2011. This averaging process will tend to restrict the potential for growth. |
| <b>Investment Objective</b> | To receive your capital back at the end of the Term of the Plan, plus an amount (rounded down to two decimal places) that is equal to the greater of 24% of the initial investment or 50% of the percentage amount (if any) by which the Final Index Level exceeds the Initial Index Level.   |
| <b>Investment Options</b>   | Direct investment: minimum of £3,000 up to £500,000<br>ISA investment: Mini ISA £4,000 Maxi ISA £4,000 to £7,000<br>Direct and ISA investment: up to £500,000 direct PLUS up to £7,000 in ISAs<br>Investments in excess of £500,000 are accepted at the discretion of Woolwich Plan Managers.   |
| <b>Statements</b>           | These will be prepared as at 30 June and 31 December each year and will normally be sent out in July and January respectively.  |

We are committed to providing equal access to our services for all customers with disabilities. Full details can be found in our brochure 'Disabled customers – making our services available'.

All our literature can be provided in standard print, Braille, large print or audio tape on request, within a reasonable timescale. Please ask your professional adviser for details.

WOOLWICH PLAN MANAGERS LIMITED IS AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY. FSA NUMBER: 183887. WOOLWICH PLAN MANAGERS LIMITED IS REGISTERED IN ENGLAND. REGISTERED NUMBER: 3230386. REGISTERED OFFICE: 54 LOMBARD STREET, LONDON EC3P 3AH. CORRESPONDENCE ADDRESS: MELLON HOUSE, INGRAVE ROAD, BRENTWOOD, ESSEX CM15 8TG. PLEASE NOTE THAT WITH EFFECT FROM 31 MAY 2005 OUR REGISTERED OFFICE WILL MOVE TO 1 CHURCHILL PLACE, LONDON E14 5HP.