



- (a) you cancel or withdraw from the Plan;
- (b) you sell or transfer all of your Shares;
- (c) you request that we pay to you any cash surplus that would otherwise be carried forward for reinvestment;
- (d) we receive proper notice of your bankruptcy or mental incapacity;
- (e) we receive proper notice of your death;
- (f) you are a shareholder which is a corporate entity and we receive proper notice that you have become insolvent, been placed in administration or are the subject of similar proceedings and we determine it is appropriate for you to cease to be a Plan participant given these circumstances;
- (g) the Company has become insolvent, been placed in administration or is the subject of similar proceedings and we determine it is appropriate for you to cease to be a Plan participant in the circumstances of the insolvency;
- (h) the Plan is terminated for any reason; or
- (i) you cease to be a Plan participant for any other reason.

If at the time you are treated as leaving the Plan under this section 12, we are holding a cash surplus of £3.00 or over for you, this money will be returned to you without interest:

- i) on the First Dividend Payment Date if you leave before the Company's Record Date; or
- ii) on the Second Dividend Payment Date if you leave on or after the Company's Record Date.

If we are holding a cash surplus of £2.99 or less for you at the time you are treated as leaving the Plan under this section 12,

- i) if you leave before the Company's Record Date then unless you claim the surplus amount before the First Dividend Payment Date, this money will not be returned to you (or any other appropriate person) and may be retained by us for our own use; and
- ii) if you leave on or after the Company's Record Date then unless you claim the surplus before the Second Dividend Payment Date, this money will not be returned to you (or any other appropriate person) and may be retained by us for our own use.

For the purposes of this clause:

**Company's Record Date** means the date determined by the Company as the date on which a shareholder must appear on its register as the owner of the shares in order to be entitled to a dividend.

**First Dividend Payment Date** means the first date following a Company's Record Date on which dividends are paid.

**Second Dividend Payment Date** means the next date on which dividends are paid following the First Dividend Payment Date.

You agree that money retained by us in these circumstances will no longer be client money and will therefore not be subject to the FCA Rules on client money.

### 13. Will the Plan apply to future dividends?

It is envisaged that the Plan will continue to operate for the foreseeable future. However, each of the Company and the Plan Administrator reserves the individual right to suspend or terminate the Plan at any time (including due to any change of applicable law or regulations), in which case we will use reasonable endeavours to ensure notice is given to all Plan participants that the Plan has been suspended or terminated. The Plan Administrator may amend the Plan without notice when any amendment is required due to a change in applicable law or regulations, and the Plan Administrator will inform Plan participants in writing of the amendment as soon as practicable. In any other case the Plan Administrator may amend the Plan by giving 20 Business Days' written notice to Plan participants. Such amendments may include revision of the Costs and charges associated with the Plan. Instances where we may increase our charges may include but are not limited to:

- (a) increases in inflation;
- (b) changes in interest rates;
- (c) increases in our running costs of the Plan;
- (d) additional charges imposed by parties we work with in connection with the provision of the Plan;
- (e) new services being offered under the Plan or alterations in the provision of the Plan being provided; and
- (f) tax or legal changes.

The Plan Administrator is not obliged to make the Plan available for any particular dividend. If the Plan is not made available, a cash dividend will be paid directly to you.

### 14. How can I cancel my participation or withdraw from the Plan in the future?

You have two separate rights – cancellation rights, which apply only at the start of the Plan, and withdrawal rights, which apply throughout the life of the Plan. They are two separate ways in which you can leave the Plan.

**a) Cancellation** - You can cancel your participation in the Plan within 14 calendar days of the date on which we receive your completed election form ("the **Cancellation Period**"). However, you will lose your cancellation right if, during the Cancellation Period, you make a request for us to process a dividend for you in accordance with this Plan. For administrative purposes it is essential that we know how many Shareholders wish to participate in the Plan no later than 15 Business Days before each relevant dividend payment date. We refer to the first day of this 15 Business Day period as the "**Cut-Off Date**". Accordingly, if you choose to submit your election form to us at a time which would result in your Cancellation Period expiring on or after the **Cut-Off Date**, you will be deemed to have expressly requested us to proceed to process your dividend in accordance with the Plan during the Cancellation Period. The effect of this is that if we have not received a notice of cancellation from you prior to the **Cut-Off Date**, you will lose your cancellation rights.

If you want to cancel your participation in the Plan you should notify the Plan Administrator in writing at the address stated in section 19 'Contacting each other', such notice to be received no later than the end of the Cancellation Period or, if earlier, the day prior to the **Cut-Off Date**. If you do not exercise your right to cancel we will provide the agreed services in accordance with these terms and conditions.

**b) Withdrawal** - You can withdraw from the Plan at any time by writing to the Plan Administrator at the address stated in section 19 'Contacting each other'. Your written notice must be received no later than the next **Cut-Off Date** if you do not wish to be included in the Plan for that dividend. If you have joined the Plan on-line you may withdraw from the Plan on-line but your withdrawal must be received no later than the **Cut-Off Date** for the relevant dividend if you do not wish to be included in the Plan for that dividend. If you send a request to us for surplus cash to be returned to you (please

see section 12 for further details on surplus cash), this will be treated as a notice that you wish to withdraw from the Plan.

If we receive proper notice of a Plan participant's death, bankruptcy or mental incapacity (or, in the case of a corporate shareholder, its insolvency, administration or similar proceedings) participation in the Plan will cease unless the Shares are held jointly with others in accordance with our policy and procedures for such instances. In these circumstances, further details can be obtained from the Plan Administrator.

### OTHER INFORMATION

#### 15. How does joining the Plan affect my tax position?

This summary of the likely tax position only considers the position of individual Shareholders resident in the UK for tax purposes. If you are in any doubt about your tax position, you should obtain independent professional advice. Tax legislation can change from time to time.

**Income tax:** You are liable for income tax on dividends reinvested under the Plan on the same basis as if you had received the cash dividend and arranged the investment yourself. You should therefore include the total amount of each dividend received by you from the Company in your tax return in the normal way even if you have used the dividend to purchase Shares under this Plan.

**Capital gains tax:** You may be liable to capital gains tax if you subsequently dispose of your Shares.

#### 16. Who will carry out the purchase of Shares?

All instructions to purchase Shares in this Plan will be received by the Plan Administrator and transmitted to a Broker selected by the Plan Administrator in accordance with the order handling policy.

#### 17. Liability

Our liability to you for any reason including negligence or willful default will not exceed the amount of the dividend payment to which you are entitled. We will not be liable for any special or consequential damages. Nothing in these terms and conditions limits liability for our fraud or anything else for which we cannot lawfully exclude liability.

#### 18. Force majeure

We will not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts include, but will not be limited to, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.

#### 19. Contacting each other

If you have any questions about the Plan, you can write to: The Plan Administrator, Computershare Investor Services PLC, The Pavilions, Bridgewater Road, Bristol BS99 6ZZ or telephone: 0370 873 5880.

If you are resident in the UK, all documents which we send to you by post will be sent to your address as it appears on our records by domestic post. If you are resident outside the UK, we will send such documents to your address as it appears on our records by international post. We will send all email responses to your email address as it appears on our records.

If we send you notices they will be treated as received by you if:

- (a) delivered by hand or courier, at the time of delivery;
- (b) sent by fax, at the time of transmission if between the hours of 08:00 and 17:00 (UK time) on a Business Day or otherwise at 08:00 (UK time) on the next Business Day;
- (c) sent by post, two Business Days from the date of posting, in the case of domestic mail in the UK or three Business Days from the time of posting in the case of international mail;
- (d) delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

The Plan Administrator provides its contractual terms in English and will only communicate with you in English during the provision of the Plan. Any translation of these terms and conditions into any language other than English should be treated as being for information only. These terms and conditions in English will be the operative terms and conditions governing the operation of the Plan.

#### 20. Data Protection

Any personal data that we obtain from you in connection with the Plan will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Plan. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us; or
- to the Broker or any other person or body in order to facilitate the provision of the Plan.

You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you access to this information.

We may administer accounts and provide you with some services via another member of the Computershare Group in a country where data protection laws and standards differ from those in your home jurisdiction including India, Australia and the United States. For users based in Europe this means that we may send the information which you have provided to us or we use in providing our services to countries outside the European Economic Area. By participating in this Plan you consent to such transfers being made (and where you submit information on behalf of another person you confirm that you have their consent).

#### 21. Complaints and compensation scheme

The Plan Administrator has procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the Plan or wish to receive a copy of our complaints procedure please write to us.

If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Plan Administrator is covered by the FSCS and you may be entitled to compensation if the Plan Administrator cannot meet its financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may be covered under the FSCS for up to £85,000 (£75,000 from 1 January 2016) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your

client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of the FSCS are available on request from the Plan Administrator or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### 22. General

The parties to these terms and conditions are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party who is not a party to it.

We will take reasonable care in the selection, appointment and continued use of the Broker but we do not otherwise accept any responsibility for any losses, costs or expenses suffered or incurred by you as a result of any acts or omissions by the Broker.

The Plan Administrator has established and implemented a conflicts policy (which may be revised and updated from time to time) in line with the FCA 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 a gain 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, the Plan Administrator 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 the Plan Administrator 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 or you can contact us to ask 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 our conflicts policy.

The Plan Administrator is authorised to disclose any information regarding Shareholders or their participation in the Plan to any relevant authority, or as required by such authority, whether by compulsion of law or not. The Plan Administrator will not be liable for any disclosure made in good faith provided that the Plan Administrator believes that such disclosure has been made in accordance with the foregoing requirements.

Each of the provisions of these terms and conditions will be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions will not in any way be affected.

Nothing in these terms and conditions restricts any rights you may have under the FCA Rules or under the Financial Services Act 2012.

These terms and conditions are governed by and will be construed in accordance with the laws of England and Wales. The Plan Administrator has applied the same laws in its marketing of, and arrangements for you to enter into, this Plan.

Calls may be recorded and/or monitored to protect both you and us and for training purposes.

You will be classified by the Plan Administrator as a 'retail client'. As a retail client you have protection available under the FCA Rules and may be eligible for compensation under the FSCS. Please see section 21 for further information.

### 23. CREST procedures

#### Please read this section if you are a CREST Member

If you hold your Shares in uncertificated form in CREST and will continue to do so at the record date for the relevant dividend, you must elect to participate in the Plan by means of the CREST procedures to effect such an election. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take the appropriate action on your behalf. The CREST procedures require you to use the Dividend Election Input Message in accordance with the CREST Manual. The message should be correctly completed in order for a valid election to be made. The Company and/or the Plan Administrator reserve(s) the right in its or their discretion to treat as valid any election which is not complete in all respects. A valid election made by means of Dividend Election Input Message will, to the extent it relates to Shares held in uncertificated form at the record date for the relevant dividend, supersede all previous written elections made in respect of holdings in the same member account. By inputting a Dividend Election Input Message as described above, you confirm your election to participate in the Plan in accordance with the details input and with these terms and conditions of the Plan as amended from time to time, and you appoint the Plan Administrator as your agent to arrange the purchase of Shares in accordance with such terms and conditions.

The Shares purchased on your behalf pursuant to the Plan will be credited to your relevant CREST member account unless the Company or the Plan Administrator from time to time determines that such Shares will be issued to you in certificated form.

You may only revoke an election which has been made by Dividend Election Input Message by utilising the CREST procedure for deletions described in the CREST Manual, unless the Company and/or the Plan Administrator consents to a revocation in another form.

The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by or on behalf of the Company prior to the deadline for receipt of withdrawals set out in these terms and conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and the Plan Administrator sufficient time to accept the deletion. There is no facility to amend an election which has been made by Dividend Election Input Message. If you wish to change your election details you must first delete the existing election as described above and then input a Dividend Election Input Message with the required new details.

It is possible to revoke previous written elections made in respect of your uncertificated holding to participate in the Plan (without having to make a new election) by means of the "Non-CREST Election" and "Deletion Request Status" fields in the Dividend Election Input Message in accordance with the procedures described in the CREST Manual. The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by the Plan Administrator on behalf of the Company prior to the deadline for receipt of withdrawals set out in these terms and conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and the Plan Administrator sufficient time to accept the deletion.