

## *British Airways Investor Services*

### **Brief Service Description**

A nominee service, known as British Airways Investor Services ("BAIS") is available to shareholders in British Airways Plc ("British Airways"). BAIS is operated by our Registrar, Computershare Investor Services PLC ("Computershare"), the terms and conditions for which are printed overleaf. BAIS is designed to provide shareholders with a way of holding their shares electronically, without the need for certificates. In place of a certificate for which an indemnity fee must be paid in the event of loss, shareholders receive an annual statement of holding.

#### **The Service**

For holders of ordinary shares of British Airways BAIS will be provided free of charge.

To join BAIS, you will need to complete a Deposit form and transfer your shares into the name of Computershare Company Nominees Limited. Computershare will hold the shares on your behalf and the shares will remain under your control at all times until sold or otherwise transferred in accordance with the terms and conditions.

If you decide that you want the nominee to hold shares on your behalf you must transfer the whole of your shareholding in British Airways. The nominee will not accept instructions to hold shares on your behalf if the shares you wish the nominee to hold constitute only part of your shareholding.

Computershare will not provide you with investment advice. You should consult a person authorised under the Financial Services and Markets Act 2000 if you require advice regarding the holding of your shares or in relation to any sale or purchase of shares.

#### **Rights attaching to shares**

Computershare will act in accordance with your instructions concerning the exercise of any rights attached to your shares held by Computershare on your behalf, provided that you give instructions in accordance with the terms and conditions and within any time limits notified to you. Computershare will not exercise any such rights if it is required to make a payment in order to do so, unless it has received the necessary funds from you in time.

#### **Company meetings and communication**

Through Computershare you will be able to exercise the voting rights in respect of your shares. British Airways will also permit you to attend and speak at the annual general meeting and any other general meetings.

If you join BAIS, British Airways will ensure that you receive, at the same time as other shareholders, all communications issued by British Airways which you would have received had you held shares in your own name, including a copy of Overview, our shareholder magazine incorporating the financial statement.

British Airways will send you a copy of Overview, unless you have specifically requested to receive the Annual Report and Accounts.

#### **Dividends**

Shares received under the British Airways Dividend Share Plan will be held by Computershare. Elections made prior to entering BAIS will remain unchanged. Cash dividends will continue to be distributed by Computershare. It is recommended that those shareholders resident in any country outside the UK check to make sure that the law or any other regulations in that country permit them to join the Dividend Share Plan. If in doubt please take professional advice.

#### **Statement of Holding**

Statement of Holding, showing the number of shares held by Computershare on your behalf, will be issued annually (normally April) and may from time to time be combined with other shareholder mailings. In the event of a combined mailing, the month of mailing may alter.

#### **Dealing within BAIS Nominee Service**

Computershare have introduced a web & telephone dealing service which provides shareholders with a simple way of buying or selling British Airways Ordinary Shares on the London Stock Exchange. You cannot deal through any other service without first removing your securities from the nominee service.

The commission is 0.5% subject to a minimum charge of £15 for web trades & 1%, subject to a minimum charge of £25 for phone trades. In addition, stamp duty, currently 0.5% is payable on purchases. There are no forms to complete and the share price at which you deal will generally be confirmed to you while you are still on the telephone. The service is available from 8 a.m. to 4.30 p.m. Monday to Friday, excluding bank holidays. In addition for web sales you may leave out of hour's orders that will be executed when the market next opens or up to 90 days limit orders. For web trades go to [www.computershare.com/dealing/uk](http://www.computershare.com/dealing/uk) or call 0870 703 0084 for telephone trades.

Please ensure that you have your shareholder reference number (SRN) ready when logging in or making the call. Detailed terms and conditions will be provided by Computershare when you contact them to buy or sell British Airways shares or in advance by phoning 0870 703 0084. The SRN appears on your most recent BAIS statement. If you are resident outside the UK you may be required to instruct Computershare by post. You will be advised of any necessary procedures when contacting Computershare.

If you are unable to contact Computershare during the above hours, please contact [www.investorcentre.co.uk/contactus](http://www.investorcentre.co.uk/contactus) or write to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY.

#### **Notices**

Any changes of address must be notified to Computershare as soon as possible. In the case of the death of a shareholder, Computershare must be notified as soon as possible.

This is not a recommendation to buy, sell or hold shares in British Airways. If you are unsure of what action to take you should contact a financial advisor authorised under the Financial Services and Markets Act 2000. Please note that share values may go down as well as up, which may result in you receiving less than the amount you originally invested.

In so far as this statement constitutes a financial promotion for the share dealing service provided by Computershare Investor Services it has been approved by Computershare Investor Services PLC for the purpose of Section 21 (2) (b) of the Financial Services and Markets Act 2000 only. Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority.

It is recommended that those shareholders resident in any country outside the UK check to make sure that the law or any other regulations in that country permit them to join BAIS. If in doubt please take professional advice.

## British Airways Investor Services

### British Airways Plc Company Nominee

The following are the terms and conditions on which Computershare Investor Services PLC ("Computershare") will provide the British Airways Nominee Account for ordinary shares issued by British Airways to the person(s) ("you") whose British Airways Ordinary Shares are held by Computershare Company Nominees Limited.

Computershare ("us/we") will not provide you with investment advice. If you require any investment advice or assistance concerning this Nominee or the purchase or sale of British Airways Ordinary Shares you should seek independent professional advice.

The British Airways Nominee Account is only available to individuals, over the age of 18, resident in the United Kingdom and the Permitted Countries and is not offered to persons resident outside the United Kingdom and the Permitted Countries. Where these terms and conditions have been received in a country where the provision of the British Airways Nominee Account would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. You may not participate in the British Airways Nominee Account if you hold any British Airways Ordinary Shares in your own name.

Please read these terms and conditions carefully. They explain the relationship between you and us with respect to the British Airways Ordinary Shares. On British Airways Ordinary Shares being issued by British Airways to the Nominee as a result of your election to hold your British Airways Ordinary Shares in the British Airways Nominee Account, these terms and conditions will constitute a legally binding agreement between you and us. If there is anything in them which you do not understand, please contact us or seek independent professional advice. Our contact details are listed in section 11.3.

We do not provide any taxation or legal advice. If you do need advice on holding your British Airways Ordinary Shares in the Nominee or your tax liability then you should seek professional advice. These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold British Airways Ordinary Shares in British Airways.

These terms and conditions are dated 30 September 2009 and they can change from time to time on providing you with prior written notice in accordance with these terms and conditions. You can obtain an up-to-date version by calling Computershare. Our contact details are listed in section 11.3.

#### 1 Definitions

1.1 The following words and phrases used in these terms and conditions have the meanings set out below:-

**"Business Day"** means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

**"Computershare Nominee"** means a wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the British Airways Nominee Account which shall be a member of the CREST system and whose business shall consist solely of acting as a nominee. This company shall initially be Computershare Company Nominees Limited;

**"CREST system"** means the computer-based system operated by Euroclear UK for the transfer of uncertificated securities;

**"Euroclear UK"** means Euroclear UK & Ireland Limited, the operator of the CREST system;

**"FSA"** means the Financial Services Authority;

**"FSMA"** means the Financial Services and Markets Act 2000;

**"Permitted Countries"** means jurisdictions into which Computershare is authorised to provide regulated services, excluding the United Kingdom.

**"British Airways"** means British Airways Plc;

**"British Airways Ordinary Shares"** means the ordinary shares of 25 pence each in the share capital of British Airways being a participating security in the CREST system and references to "your British Airways Ordinary Shares" are to British Airways Ordinary Shares originally issued to the Computershare Nominee on your behalf and to any other British Airways Ordinary Shares which are transferred or issued to the Computershare Nominee for your account;

**"British Airways Nominee Account"** means the service provided by Computershare whereby the Computershare Nominee holds British Airways Ordinary Shares as nominee in accordance with these terms and conditions;

**"British Airways Nominee Share Dealing Facility"** the facility provided by Computershare, for the online and telephone purchase and sale of British Airways Ordinary Shares;

**"Retail Client"** Someone who is not a financial services professional. Retail clients are offered the full protection of the FSA rules.

**"Services"** mean the provision of the services provided by Computershare and the Computershare Nominee pursuant to these terms and conditions;

**"Sponsor"** means the person (if any) who acts as the CREST sponsor of the Computershare Nominee and who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;

**"Stamp duty"** means stamp duty or stamp duty reserve tax, as applicable;

**"you"** means the person holding an interest in the shares.

1.2 Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

1.3 References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as in force from time to time.

1.4 For the avoidance of doubt, references in these terms and conditions to the United Kingdom, unless specified to the contrary, shall exclude the Channel Islands.

1.5 Any provision that says we will do something also means that we will arrange for the Nominee to do so, unless the context means otherwise.

#### 2 Nominee arrangements and transfer of British Airways Ordinary Shares

2.1 The Computershare Nominee will hold your British Airways Ordinary Shares in uncertificated form on your behalf as bare trustee and as your nominee subject to the provisions of British Airways' Articles of Association and any other document which governs the terms on which the British Airways Ordinary Shares are issued.

British Airways may from time to time issue British Airways Ordinary Shares to the Computershare Nominee and direct that such British Airways Ordinary Shares be held for you under the British Airways Nominee Account and you authorise the Computershare Nominee to accept such British Airways Ordinary Shares on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your British Airways Ordinary Shares or as provided in any separate agreement or arrangement which you may have with Computershare.

You warrant to Computershare and the Computershare Nominee that your British Airways Ordinary Shares are and will remain free of all liens, charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your British Airways Ordinary Shares to a third party, or in any other way seek to give another person rights in or over your British Airways Ordinary Shares. Neither the Computershare Nominee nor Computershare is acting as agent for British Airways in respect of the British Airways Nominee Account.

2.2 Computershare will maintain the register of persons for whom the Computershare Nominee holds British Airways Ordinary Shares. You agree to provide Computershare promptly with any information which British Airways would be entitled to require from you if you were the registered holder of your British Airways Ordinary Shares including information required to satisfy nationality declaration requirements or relating to ownership of the British Airways Ordinary Shares. If you have held British Airways Ordinary Shares in certificated form and subsequently transfer them to the Computershare Nominee all mandates and instructions given by you to the registrar for British Airways will continue to be applied in respect of your British Airways Ordinary Shares unless you instruct Computershare in writing otherwise. You can also instruct Computershare to arrange for the Computershare Nominee to hold your British Airways Ordinary Shares for another

person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will only do this if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in clauses 2.3 and 2.4 below) other than by way of sale through the British Airways Nominee Share Dealing Facility will be permitted.

2.3 If you wish to transfer your British Airways Ordinary Shares from the Computershare Nominee without selling them through the British Airways Nominee Share Dealing Facility they must first be transferred into your name. Computershare will promptly arrange for this if you complete the relevant form and send this to them. Additional copies of the relevant form can be obtained from Computershare. There is no charge for transferring British Airways Ordinary Shares from the British Airways Nominee Account. The British Airways Ordinary Shares will be transferred into your name on the register of members and a share certificate will be issued in your name. You should not deal through another service before you have received your share certificate. If all of your British Airways Ordinary Shares are transferred back to you, you leave the British Airways Nominee Account.

2.4 Computershare will not accept transfers into the Computershare Nominee (except for existing participants in the British Airways Nominee Account under the British Airways Nominee Share Dealing Facility) unless the British Airways Ordinary Shares being transferred are in certificated form, there is no change of beneficial owner and any Stamp duty has been paid.

2.5 Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will be returned to you. You may not cancel or amend any transfer instructions once they have been sent to Computershare.

2.6 Computershare will only act on instructions in writing which contain your Shareholder Reference Number ("SRN"). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

2.7 All notifications to Computershare concerning your British Airways Ordinary Shares (for example any change of address, or instruction as to receipt of dividend payments) should quote your SRN.

#### 3 Company meetings and communications

3.1 Computershare will give you the option of choosing whether or not you would like to receive information about Annual General Meetings of British Airways together with a form which you can use either (a) to give the Computershare Nominee your voting instructions to vote by proxy on a poll or a show of hands or (b) if you wish to attend, speak and vote in person at a shareholders' meeting, to appoint you as the proxy of the Computershare Nominee in respect of your British Airways Ordinary Shares (so long as this is permitted by British Airways's Articles of Association). In order for the Computershare Nominee to be able to vote in accordance with your instructions on a poll or, if you wish to attend, speak and vote in person at a shareholders' meeting to appoint you as its proxy in respect of your British Airways Ordinary Shares (so long as this is permitted by British Airways's Articles of Association), Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you.

3.2 Computershare will give you the option of choosing whether or not you would like to receive (i) an annual summary financial statement (in the form of the Overview magazine) sent by British Airways to its registered holders in accordance with the Companies Act 2006 and the Companies (summary financial statements) Regulations 2008 or, where such a summary financial statement is not made available, a copy of the annual report and accounts of British Airways; and (ii) copies of any interim accounts sent by British Airways to its registered holders, should British Airways choose to send them. Where summary financial statements are sent, you will be given an opportunity to receive a copy of the annual report and accounts of British Airways.

3.3 Regardless of whether you continue to receive the documents referred to in clauses 3.1 and 3.2 above, you will be sent the same or equivalent information to that sent to registered shareholders of British Airways (and for this purpose sent may also mean by electronic communication or website publication where you have consented to such information being communicated in this way). This information currently includes the British Airways Overview magazine (containing the summary financial statement), and an annual summary financial statement (or upon request) a copy of the full annual report and accounts. If you have held British Airways Ordinary Shares in certificated form and subsequently hold British Airways Ordinary Shares through the British Airways Nominee Account, such documents will be sent in accordance with any instructions given by you to the registrar for British Airways until Computershare has been otherwise notified in writing.

3.4 You may change your mind at any time about whether or not you wish to receive the information referred to in clauses 3.1 and 3.2 above. Please notify us if you do.

#### 4 Entitlements attaching to British Airways Ordinary Shares and corporate actions

4.1 Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your British Airways Ordinary Shares (e.g. if there is a rights issue or a takeover concerning British Airways), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified by Computershare at the relevant time. In the case of a rights issue and in the absence of instruction from or payment by you, Computershare will allow your nil paid rights to lapse at the end of the offer period.

4.2 If any other rights or entitlements arise in connection with your British Airways Ordinary Shares, Computershare will take all reasonable steps so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS.

Computershare Investor Services PLC is on the Financial Services Authority Register with registration number 188534.

Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE.

The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.



4.3 Where the Computershare Nominee holds British Airways Ordinary Shares for a number of investors and British Airways Ordinary Shares or other rights are allocated to the Computershare Nominee in respect of those British Airways Ordinary Shares it will allocate them between all such investors pro rata to the number of British Airways Ordinary Shares it holds for them. Any fractions of British Airways Ordinary Shares which arise as a result of the Computershare Nominee holding British Airways Ordinary Shares for a number of investors (for example through a bonus issue) will be aggregated and sold and the proceeds retained by Computershare for its own benefit.

4.4 If British Airways offers the option of a scrip dividend or a dividend reinvestment plan and Computershare does not receive any instructions from you by the specified time, Computershare will arrange for British Airways to pay you a cash dividend.

4.5 If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by British Airways, the British Airways Ordinary Shares will be issued to the Computershare Nominee to hold on your behalf in accordance with these terms and conditions. If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by British Airways and a cash balance is also paid, the balance will be retained in a non-interest bearing account with Computershare and carried forward and included in the calculation for your next scrip dividend or dividend reinvestment plan allocation. If you cancel your mandate, cease to be a holder of British Airways Ordinary Shares or in the event of the death of a sole holder, any cash residue will be paid to you or added to the amounts of your next cash dividend, as appropriate.

4.6 Computershare will distribute to you the amount of any cash dividend attributable to your British Airways Ordinary Shares by cheque, or (where possible) via direct deposit into your nominated bank or building society account should British Airways offer this option at or about the same time as dividend cheques to other shareholders of British Airways are distributed and direct deposit made. Your money, including cash sums in respect of which cheques have been drawn in your favour, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC in accordance with clause 14. Any cash sums in respect of which cheques are drawn in your favour or which direct deposits made in accordance with your instructions and which are unclaimed after 12 years will be forfeited by you and will revert to British Airways.

## 5 Statements

5.1 Computershare will send you a statement once a year of the number of British Airways Ordinary Shares being held for you under the British Airways Nominee Account. This will usually be sent in April each year. When you sell or purchase more British Airways Ordinary Shares, you will also receive an advice note which will confirm the number of British Airways Ordinary Shares you have sold or purchased (as the case may be). These statements are provided free but you will be charged a fee (currently £14 inc. VAT) if you request a duplicate or additional statement.

5.2 You are required to check any statement which you receive from Computershare and if you have any query or concern in relation to the matters disclosed by the statement you should contact Computershare as soon as possible following receipt of the statement by you.

5.3 Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the British Airways Nominee Account relating to your British Airways Ordinary Shares and will notify you (where relevant) of any correction which it makes.

## 6 CREST

6.1 The Computershare Nominee is a member of the CREST system. If you give instructions to Computershare which mean that a message must be sent through the CREST system (for example where you instruct Computershare to transfer your British Airways Ordinary Shares from the Computershare Nominee) then Computershare will pass that instruction to the Sponsor who is responsible for receiving and transmitting the instructions through the CREST system. Computershare will take reasonable care to ensure that the Sponsor acts on instructions given to it by Computershare. Neither Computershare nor the Computershare Nominee accepts any responsibility for the operation of the CREST system and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the CREST system, the insolvency or other default of Euroclear UK or of any participant in the CREST system or any other clearing system used as an alternative or successor to CREST or the failure by any CREST settlement bank to make, receive, credit or debit any payment. Euroclear UK has certain powers to suspend and terminate the Sponsor and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. Neither Computershare nor the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the Sponsor by Euroclear UK as a CREST Sponsor except where such suspension or termination has been caused by negligence, wilful default or fraud on the part of Computershare or the Computershare Nominee.

6.2 If you instruct Computershare to transfer any of your British Airways Ordinary Shares you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your British Airways Ordinary Shares.

## 7 Purchases and sales of British Airways Ordinary Shares

7.1 If you wish to buy more British Airways Ordinary Shares to be held in the British Airways Nominee Account, you can only do so by using the British Airways Nominee Share Dealing Facility (subject to its terms and conditions) or by acquiring the British Airways Ordinary Shares in your own name and then transferring them to the Computershare Nominee. All British Airways Ordinary Shares purchased by you through the British Airways Nominee Share Dealing Facility will be registered in the name of the Computershare Nominee and credited to the British Airways Nominee Account in your name.

7.2 If you instruct Computershare to sell some of your British Airways Ordinary Shares, you may only sell those British Airways Ordinary Shares through the British Airways Nominee Share Dealing Facility (on its terms and conditions). If you wish to use another dealing service to sell your British Airways Ordinary Shares you will need to transfer your British Airways Ordinary Shares out of the British Airways Nominee Account into your name on the register of shareholders as set out in clause 2.3 of these terms and conditions. You should not deal through another service before you have received your share certificate unless you have made specific arrangements with that service that you may do so.

7.3 You will receive an advice note when you sell or purchase British Airways Ordinary Shares.

## 8 Liability

8.1 Computershare will take reasonable care in operating the British Airways Nominee Account, and will be responsible to you for any losses or expenses (including loss of British Airways Ordinary Shares) suffered or incurred by you as a direct result of Computershare's negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee but not otherwise.

8.2 The Computershare Nominee will maintain your British Airways Ordinary Shares in accordance with the terms and conditions of the service and the FSA Rules, you remain the beneficial owner. If the Computershare Nominee became insolvent your British Airways Ordinary Shares and any other sums held by Computershare or the Computershare Nominee on your behalf in respect of the Services shall be protected.

8.3 If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of it's or another person's computer systems or telecommunications links or industrial disputes or postal delays) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end.

8.4 Neither Computershare nor the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of the circumstances referred to in clause 8.3 above or as a result of a delay or failure in the provision of the British Airways Nominee Account or the British Airways Nominee Share Dealing Facility caused by such circumstances. Neither Computershare nor the Computershare Nominee accepts liability for any indirect or consequential loss suffered by you.

8.5 Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of British Airways. British Airways is not responsible for any acts or omissions of Computershare or the Computershare Nominee.

8.6 Computershare will take reasonable care in its selection and continued use of the Sponsor, if any, but does not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Sponsor (where the Sponsor is not a member of the same group of companies as Computershare) .

8.7 Computershare will not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but 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.

8.8 Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the FSMA.

## 9 Termination

9.1 If you no longer wish to hold your British Airways Ordinary Shares through the British Airways Nominee Account you may give Computershare notice to terminate at any time in writing. There is no charge for your participation in the British Airways Nominee Account including transferring British Airways Ordinary Shares into your name and their removal from the British Airways Nominee Account. Separate charges will apply, however, for the British Airways Nominee Share Dealing Facility . You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

9.2 Computershare may require you to cease using the British Airways Nominee Account at any time by giving 5 days written notice to you or without notice if, in the reasonable opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your British Airways Ordinary Shares under British Airways's Articles of Association for the time being, having used all reasonable endeavours so to comply. In such event, Computershare will transfer your British Airways Ordinary Shares from the Computershare Nominee into your name on British Airways's register of shareholders and a Share certificate will be issued in your name. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served. Computershare will post the certificate for your British Airways Ordinary Shares, at your risk, with a view to it arriving with you by the expiry of the notice period.

9.3 If the agreement between Computershare and British Airways for the provision by Computershare of the British Airways Nominee Account terminates or if you or Computershare give notice of termination to the other under these terms and conditions or termination for any other reason Computershare will procure the transfer of your British Airways Ordinary Shares to you at your risk and will request British Airways to issue you with a certificate as soon as practicable.

9.4 Termination will not cancel or amend any instructions which have already been sent by you to Computershare. If the Computershare Nominee ceases to hold British Airways Ordinary Shares for you, you will need to enter into a new agreement if at a later date you acquire more British Airways Ordinary Shares which you wish to transfer to the Computershare Nominee. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare's provision of the British Airways Nominee Account to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

9.5 Whenever British Airways Ordinary Shares are transferred into your name any mandates or other instructions given by you relating to your British Airways Ordinary Shares will be applied, so far as relevant, to your registered holding.

## 10 Notices, change of investor details

10.1 All notices and other communications sent by you to Computershare must be sent to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY and include the full name and SRN of your account with the Computershare Nominee. This information will be provided to you on the statement of holdings sent to you by Computershare.

10.2 Notices and other communications sent to you by Computershare will be sent to your address shown on the register maintained by Computershare for the Computershare Nominee. Notices sent by Computershare will be treated as received by you 2 business days after the date on which they are posted. If we email notices to you or post them on the British Airways website and email you to notify you of such posting, you will be deemed to have received them the business day after our email. Any documents or cheques sent to you by Computershare and any documents or cheques sent by you to Computershare will be sent at your risk and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document or cheque from you or, where relevant, after dispatch of any document or cheque to you.

10.3 You should notify Computershare of changes of address (including email address where relevant) and changes of name (supported by appropriate documents, e.g. deed poll, certified copies of marriage certificate) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

10.4 Computershare's obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

10.5 Where a person who is authorised to act on your behalf in relation to your British Airways Ordinary Shares and who has given such proof of his authority to so act as Computershare may reasonably require gives any notice or takes any other action on your behalf, Computershare shall be entitled to rely on such notice or other action in all respects as if given by you in person.

10.6 Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you only in English during the duration of these terms and conditions.

## 11 General

11.1 We reserve the right to change these terms and conditions from time to time provided that, if you would be materially prejudiced by such change, we will give you 30 Business Days notice.

11.2 Up to date copies of the terms and conditions can be obtained by telephoning Computershare on 0870 702 0110.

11.3 You can obtain additional forms by writing to the British Airways Nominee Account, The Pavilions, Bridgwater Road, Bristol BS99 6ZY or by telephoning 0870 702 0110.

Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS.

Computershare Investor Services PLC is on the Financial Services Authority Register with registration number 188534.

Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE.

The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

11.4 Computershare reserves the right to notify the London Stock Exchange of any client defaulting on settlement. This may affect your ability to deal in future with London Stock Exchange member firms.

11.5 You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the British Airways Nominee Account. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the base rate from time to time of British Airways on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

11.6 Where you owe money to Computershare under the British Airways Nominee Account, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

11.7 No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

11.8 You authorise Computershare to provide information concerning you, your British Airways Ordinary Shares and any instructions given by you in relation to your British Airways Ordinary Shares:

11.8.1 to Euroclear UK (the operator of the CREST system) insofar as the information is of a kind which Euroclear UK is entitled to require Computershare or the Computershare Nominee to provide and Computershare and the Computershare Nominee will be required to authorise Euroclear UK to disclose such information to regulatory, governmental or taxing authorities;

11.8.2 to any person pursuant to any statutory provision or to the extent that such person has legal or regulatory powers over Computershare or the Computershare Nominee and can, as a result, require Computershare or the Computershare Nominee to provide such information; and

11.8.3 to British Airways (or any other person carrying out functions in relation to the British Airways Nominee Account) in order to facilitate the provision of the British Airways Nominee Account.

11.9 You agree that British Airways, Computershare and the Sponsor may disclose to each other or to any other person carrying out functions in relation to the British Airways Nominee Account information relating to you provided it is required for the purposes of the provision or improvement of the British Airways Nominee Account.

11.10 We and our agents may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with our duty to you. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose the interests of us and our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations.. Full details are available upon a written request to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY.

11.11 Computershare reserves the right to delay taking any action on any particular instructions from you if it considers that it needs to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on Computershare (including the obtaining of evidence of identity to comply with the UK Money Laundering Regulations 2003) or to investigate any concerns it may have about the validity of, or any other matter relating to the instruction.

11.12 Subject to clauses 2.1 and 14, Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare or the Computershare Nominee will take notice of any trust whether express, implied or constructive.

11.13 Neither Computershare nor the Computershare Nominee will lend your British Airways Ordinary Shares to any third party or borrow money using them as security.

11.14 If:

11.14.1 Computershare has sent documents to your address on two separate occasions and they have been returned and, after making reasonable enquiries, Computershare cannot find your current address, it will not send any more documentation to you until you provide Computershare with your address; or

11.14.2 Two dividend payments in respect of your British Airways Ordinary Shares have been returned on consecutive occasions to Computershare or otherwise not cashed and, after making reasonable enquiries, Computershare cannot find your current address, it will cease to send you dividend payments. However, (subject to clause 4.4) the dividends in respect of your British Airways Ordinary Shares will accrue in a non-interest bearing account in the name of Computershare.

11.14.3 (i) on or after a twelve year period during which at least three dividend payments in respect of your British Airways Ordinary Shares have been made and returned to Computershare or otherwise not cashed,

(ii) Computershare announces it intends to sell your British Airways Ordinary Shares by placing an advertisement in a leading national newspaper in the UK and at least one newspaper appearing in the area of your address shown on the register maintained by Computershare for the Computershare Nominee,

(iii) during this 12 year period and for three months after the last of the advertisements appears, Computershare has not heard from you or any person who is automatically entitled to your British Airways Ordinary Shares by law, and (iv) Computershare has told the London Stock Exchange that it intends to sell your British Airways Ordinary Shares, Computershare may sell your British Airways Ordinary Shares at the best price it can reasonably obtain and pay the proceeds to British Airways.

11.15 When Computershare (or its agents or delegates) arranges for the purchase or sale of British Airways Ordinary Shares for you it or they could be:-

11.15.1 acting for an associated company which is dealing as principal for its own account by selling British Airways Ordinary Shares to you or buying British Airways Ordinary Shares from you; or

11.15.2 buying British Airways Ordinary Shares where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the British Airways Ordinary Shares; or

11.15.3 otherwise in a position where it has a material interest in the transaction.

11.16 Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the British Airways Nominee Account and save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, in so far as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY.

11.17 Your British Airways Ordinary Shares will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in British Airways Ordinary Shares registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds British Airways Ordinary Shares.

11.18 We charge British Airways a fee representative to the costs of operating this scheme. This arrangement means that you are no charged an annual fee. In accordance with our regulatory obligations, if you would like more detail on this arrangement please write to us at the address below.

11.19 Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the "Transferee") who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the Transferee sending a transfer notice to you specifying the date (the "Transfer Date") on and from which the Transferee will assume Computershare's rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days notice of the transfer will be given. If you choose to leave the British Airways Nominee Account within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date.

11.19.1 the agreement formed by these terms and conditions (as amended from time to time) shall be treated for all purposes as having been transferred to and as if entered into between you and the Transferee in place of Computershare;

11.19.2 Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;

11.19.3 references to Computershare shall be read as references to the Transferee;

11.19.4 the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of the CREST system and its business shall consist solely of acting as nominee.

11.20 For the purposes of offering this service, you will be categorised as a Retail Client.

11.21 In the provision of this service we are not required to assess the suitability of the investment or the service provided. You will not benefit from the protection of the FSA rules on assessing suitability.

11.22 These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, this Service. Any dispute in respect of this agreement shall be governed by the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

11.23 We may choose to withdraw this Service due to developments in legislation without giving you any notice that the Service is no longer available.

11.24 The parties to this agreement 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 person who is not a party to it.

## 12 Joint holders

12.1 The Computershare Nominee will not hold British Airways Ordinary Shares for more than four joint holders. Where the British Airways Ordinary Shares held by the Computershare Nominee for you are held for more than one person, references to "you" in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

12.1.1 all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and

12.1.2 all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

12.2 Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that he or they have the necessary authority to give such instructions on behalf of all joint holders.

12.3 All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at general meetings of British Airways.

## 13 Complaints

We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Details of which are available on request.

Computershare Investor Services PLC is covered by the UK Financial Services Compensation Scheme and you may be entitled to compensation if Computershare Investor Services PLC cannot meet its obligations. 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 per claim. Further details of this scheme are available on request.

## 14 Client Money

All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or the bank became insolvent your money would be protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account. Acquisition costs, statutory fees and any other costs associated with executing deals shall be borne by you and where appropriate may be paid by deduction from your credit balance.

## 15 Data Protection Act

Any personal data that we obtain from you in providing this Service 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 Service. 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 the Nominee;
- to British Airways (or any other person carrying out functions in relation to the British Airways Nominee Account, including Euroclear UK) in order to facilitate the provision of the British Airways Nominee Account; and
- to any person carrying out functions in relation to acting as the registrar of British Airways.

We may use our Group companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

You have the right upon request to view what information we hold on you. We may charge you a small fee for providing you access to this information. British Airways will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf British Airways Ordinary Shares are held by Nominee, including corporate and other details, and products or services specifically designed for shareholders.

## British Airways Investor Services - Deposit Form

**Kindly Note:** This form is issued only to the addressee(s) and is specific to the unique designated account printed hereon. This personalised form is not transferable between different (i) account holders; or (ii) uniquely designated accounts. The Company and Computershare Investor Services PLC accept no liability for any instruction that does not comply with these conditions.

### A. Number of Shares to be Deposited

Number of shares you wish to deposit.	In Figures	<input type="text"/>	In Words	<input type="text"/>
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### B. Fees

A fee of	<input type="text"/>	is chargeable for this transaction.
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### C. Signature(s) - to be signed by all the registered holders listed above.

I/We transfer the above shares for no consideration to Computershare Company Nominees Limited, to be held for me/us in the Company Nominee Account.  
I/We declare that I/we have read the current Nominee Account terms and conditions and the current Dealing Facility terms and conditions and agree to be bound by them to the extent that they apply to me/us.

I/We confirm that the deposit of these shares does not represent a change in beneficial ownership.

\*I/We declare (unless I/we have completed the box requesting nationality details below) I am/we are (a) British Citizen(s) (as defined in the Articles of Association of British Airways Plc) and that no person other than the person signing below has an interest (as so defined) in the shares which are subject of this form.

**You must send your share certificate(s) with this form**

Date

Signature 1 (Please sign in the box below)

Signature 3 (Please sign in the box below)



Signature 2 (Please sign in the box below)

Signature 4 (Please sign in the box below)



This service is not applicable to corporations. \* If you are unable to give this declaration, please complete the details as requested below:

Full name of person having interest in shares	Nationality	Nature of Interest (e.g. legal/beneficial owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

### D. Transferee Details - to whom the shares are to be transferred

Name of CREST member	<input type="text"/>	CREST Participant ID	<input type="text"/>
Address of CREST member	<input type="text"/>	Member A/C	<input type="text"/>

Counter Location Stamp

SDRN Barcode or Reference



# How to complete this form

Please use a **black pen**. Print in CAPITAL letters inside the boxes as shown in this example.

A	B	C
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1	2	3
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X
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Complete this form if you currently hold your shares in a certificated account and wish to transfer them into the British Airways Investor Services Nominee Service. Please note that shares held using the Nominee Service are not represented by a share certificate but you will receive an annual statement detailing all share movements on your account.

## A Number of Shares to be Deposited

Enter the amount of shares in words and figures in the space provided. Please remember to return your share certificates(s) with this form.

## B. Fees

If a fee is shown as payable, please enclose a cheque for the required amount made payable to Computershare Investor Services PLC. Please note we can only accept third-party cheques from your registered stockbroker or registered solicitor when they provide a covering letter that demonstrates your relationship with them.

## C. Signature(s)

You must sign the form as follows in the space provided.

**Joint Holding:** The signatures of all joint holders, executors or administrators are required.

**Power of Attorney:** To sign under Power of Attorney, you must have already lodged an original or certified copy of the Power of Attorney with the registrar. If you have not previously lodged this document for notation, please attach it to this form when you return it.

Please note that Computershare Investor Services PLC requires a photocopy Power of Attorney to be certified under the Powers of Attorney Act 1971. It must be certified in ink on every page by the donor, or by a solicitor or stockbroker, to state that it is a true and complete copy of the original. Computershare Investor Services PLC cannot accept a photocopy that has not been certified in ink on every page.

## D. Transferee Details

The shares will be held using the British Airways Investor Services Nominee Service on your behalf by Computershare Company Nominees Limited.

Please return this form to:

**Computershare Investor Services PLC**  
**The Pavilions**  
**Bridgwater Road**  
**Bristol**  
**BS99 6ZY**  
**United Kingdom**