



## Computershare Internet Share Dealing Service Terms and Conditions

### THE SERVICE, WEBSITE AND LIABILITY

The Computershare Internet Share Dealing Service (**'the Service'**) and the information contained on the Computershare Internet Share Dealing Service web site is available for shareholders of the Specified Companies, aged 18 years or over who are resident in the UK & Ireland or such of the other countries listed in Appendix A, and if required are able to provide appropriate proof of residency and who have accepted the terms and conditions of the Service. The Service is not available for use by corporate bodies.

- Residents in countries other than the UK may be subject to local restrictions.
- The web site and the information contained therein should not be regarded as an offer or solicitation to conduct investment business in any jurisdiction other than the UK and Ireland.
- We will use reasonable endeavours to provide you with continuous access to the web site but do not guarantee that we can do so since we have no control over the internet.
- We acknowledge that services may not be error free and can be interrupted and variable. As such we cannot warrant that any stock related or other information available from the web site will be error free.
- Information on, and maintenance of the website is provided by a third party and we cannot therefore be liable for any inaccuracy, errors or omissions in stock information, save for those caused by our wilful default or negligence, for any direct damages resulting therefrom.
- You understand that whilst you may be able to access certain research tools and reports through our web site, the availability of such information does not constitute a recommendation to buy, sell, or otherwise trade all or any of the shares mentioned therein. You should obtain independent financial advice as to the suitability of any of the investments referred to on our web site.
- All payments will be made in Pounds Sterling or Euro for Irish residents and all dealing charges and other costs will be charged in Pounds Sterling or Euro for Irish residents.

### DEFINITIONS

- **'At best'** and **'Best execution'** mean the Broker will normally check the current market price and place the deal whilst you are online. On some occasions the Broker may have to place the order manually. In the event of the latter the Broker will be unable to confirm the deal online. As market prices can change at any time, it is possible the relevant share price could have gone up or down since the price was quoted to you.
- **'Balance'** means purchase funds outstanding.
- **'Broker'** means any stockbroker we may use from time to time to buy or sell shares in connection with this service.
- **'Business day'** means any hours on any day which the London Stock Exchange is open for trading.
- **'Certificated trades'** means in relation to sales a transaction in which the shareholder holds a supporting share certificate which confirms the shares s/he owns, and in relation to purchases a transaction in which the shareholder will receive a certificate confirming the details of the specific shares s/he has purchased.
- **'Computershare'** means Computershare Investor Services PLC.
- **'Contract Note'** means the document sent to you each time you trade shares. It confirms the details of your transaction including any dealing charges. You should keep Contract Notes for capital gains tax purposes.
- **'Confirmation Note'** is the document which confirms the transaction has settled and includes the sales proceeds cheque.
- **'FSA'** means the Financial Services Authority.
- **'FSMA'** means Financial Services Markets Act 2000.
- **'Internet Service Provider'** means a company that provides access to the internet.
- **'Limit orders/Limit instructions'** means in relation to a sale of shares the minimum price at which you instruct the Broker to sell your shares. All limit order instructions are accepted only at the discretion of the Broker.
- **'Limit price'** means the minimum price at which we will sell your shares.
- **'Limit Order – Sales only'** means we only accept Limit orders for sale instructions i.e. where a shareholder specifies the minimum price at which they instruct the Broker to sell their shares.
- **'LSE'** means the London Stock Exchange.
- **'Market hours'** means the hours during which the LSE is open for trading.
- **'Nominee Account'** means an uncertified shareholder account where the shares are held in an issuer sponsored nominee account in the name of Computershare Company Nominees Limited.
- **'Nominee transaction'** means a transaction relating to shares held in or to be held in a Nominee Account.
- **'SDRT'** means stamp duty reserve tax or such other tax imposed from time to time.
- **'Settlement date'** means the date on which the Broker settles the transaction with Us.
- **'Share prices'** means the prices of the shares as quoted on the LSE.
- **'Specified Companies'** means Standard Life Plc and such other companies that instruct Computershare to make this service available to their shareholders.
- **'Terms and Conditions'** means the provisions and requirements by which we offer the Service.
- **'Total balance'** means the total sum due for the purchase transaction.

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- **'Triggered'** means the point at which the market price reaches the Limit price set and the deal is executed.
- **'You'** means the shareholder (or person authorised to act on their behalf).
- **'We/Us/Our'** means Computershare Investor Services PLC and/or any Broker instructed by us.

#### TRADE EXECUTION – THE INSTRUCTION

- Dealing instructions must be placed via our web site over the internet.
- You may only give dealing instructions to sell shares which You own or have the right to sell.
- All deals will be placed on an individual basis through the Service where possible.
- We will attempt to execute orders as soon as reasonably practicable upon receipt of your instructions, or when the LSE reopens.
- During Market hours You will usually be able to place and receive confirmation of the execution of your instruction. In this situation You will be given a live price that You can accept or decline within the 15 seconds allowed as displayed on screen. You will receive confirmation of the deal on screen confirming the deal and associated costs.
- We will execute your trade in sterling (GBP).
- If you are a resident in Ireland we give you the option to receive your sale proceeds in euros (EUR). We will apply an exchange rate to convert the gross consideration into EUR. We will then apply any applicable charges in EUR, and Your net contract total (i.e. the amount you will receive) will also be in EUR. The foreign exchange rates for all currency conversion is based on the mid-market exchange rate, to which the broker will apply a spread on up to +/- 1.5% applied at the time of contracting. The exchange rate used will be shown to You at the time of the trade, and in placing Your order You also accept that exchange rate. The exchange rate that applies to Your order will be the one applicable at the time the trade is executed
- If you do not receive an on screen confirmation You should contact us immediately on the Internet Share Dealing Service Helpline the ('Helpline') on 0870 703 6256 Monday to Friday (excluding UK Bank Holidays) between 0800-1700 hours. In the event that you trade twice as a result of your failure to contact the helpline you will be liable for both transactions whatever the circumstances.
- It is important to remember that once You have accepted the live price, or placed your order You will be unable to cancel the instruction. It is therefore essential that You check your order carefully before committing to it.
- Any instruction to buy or sell shares through Us forms an irrevocable commitment by You to buy or sell those shares in accordance with your instructions within the Terms and Conditions of the Service.
- Where the processing of a transaction is affected by a trading halt on the LSE We shall complete the transaction as soon as reasonably practicable after trading resumes. However, We have no control over the effect of the trading halt and/or any consequent delay may have on the price at which your transaction is executed.
- No dealing instructions can be accepted by fax or email although We may, at our discretion accept other instructions.
- We may combine your order with the orders of other customers. This may result in a more or less favourable price than if your order had been executed separately.
- You should note that typically the volatility (unpredictability) of the spread (range) between the buying and selling prices of shares may be greater when the LSE first opens than at other times during a Business day.
- The time of receipt of your instruction is deemed to be the time at which the instruction is first received by us.
- By entering into a deal with Us, You warrant that You will not take part in any activity which may be construed as market abuse as defined by the FSMA.
- We do not accept liability for any default by any third party other than an associate who is the nominal holder of the shareholder's registered investments or who has in its possession or custody on behalf of the shareholder, cash, documents of title or certificates evidencing title to any of their investments.
- We reserve the right not to accept any deal or order which we deem to be invalid.
- We reserve the right, at our discretion to delay taking action on any particular instructions from You if We consider We need to do so to obtain further information from You, to seek references, request cleared funds, and/or share certificates to be provided by You at any time before and/or after a transaction or to comply with any legal or regulatory requirement binding on Us (i.e. including the obtaining of evidence of identity to comply with money laundering regulations), or to investigate any concerns We may have about the validity of or any other matter relating to the instruction. This may result in your transaction not being processed by Us immediately and may mean that you are unable to deal immediately.
- If for any reason the Service is unavailable You can try our Telephone Dealing Service which is available on Tel. No. 00 44 (0)870 703 6256. This line is open during Market hours, and therefore even if the Computershare Internet Share Dealing Service is unavailable You should be able to place your trade. Alternatively You can contact the Internet Share Dealing Service Helpline on 00 44 (0)870 703 6256 Monday to Friday excluding Bank holidays between 0800-1700 hours.

#### DEALING CHARGES

- Dealing charges will be applied to each trade executed for the shares and will be applicable for all trade types selected (At Best, Limit Orders – (when available) Sales Only, Purchases)
- Computershare reserves the right to amend such dealing charges from time to time and for any period.
- We may share our commission/charges with the broker and other third parties.

#### GENERAL

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- If you receive a benefit (e.g. a dividend) which relates to shares You have sold, You may have to account for this benefit to the new owner of the shares. We will contact You if We are aware that this is necessary. Failure to settle within the specified period may incur interest calculated on a daily basis, at The Bank of England base rate plus 15% for which You are liable. If We are aware of a claim at the time when We receive the sale proceeds We may deduct any relevant amount from the proceeds of sale.
- If You buy shares using the Service and You do not receive a benefit relating to those shares to which you are entitled We will instruct the Broker to claim that benefit for You.
- If as a result of an administrative error We pay You more than the correct amount of money or send You a certificate for more shares than You are entitled to You must return such extra funds and/or share certificate to Us in order that the position can be rectified.
- The Settlement date for all transactions is shown clearly on the Contract Note and cannot be changed once the deal has been completed.
- We will not be held liable or responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any party (including You) other than ourselves, to complete all necessary steps to enable settlement to take place on the Settlement date.

## TRADE PARTICULARS – PURCHASES (WHEN AVAILABLE)

### Thresholds

- You can only request to invest a maximum of £10,000 or €15,000 through the Computershare Internet Share Dealing Service.
- As a result of market price variations in the 15 minute delayed price and the real time price You are shown on the screens, We may process a transaction for You up to a maximum of £10,250 or €15,250

### Nominee Accounts

- A Nominee Account shareholder who purchases shares will automatically have those shares credited to their Nominee Account. Such shares cannot be held as a certificated holding.

### Settlement

- A purchase instruction will be executed immediately.
- Certificated and Nominee Account trades will default to a T+10 settlement cycle, that is, the transaction will normally settle 10 Business days after the date on which the trade was dealt.

### The Payment

- You will be sent a Contract Note for dealing instructions executed by Us. If there are any details on the Contract Note which You disagree with or are unsure of, or You receive a Contract Note for a trade You do not recognise You should immediately contact the Internet Share Dealing Service Helpline on 00 44 (0)870 703 6256 Monday to Friday excluding Bank holidays between 0800-1700 hours.
- The Contract Note will be despatched no later than the Business day following the business day the deal was executed. It will show the amount payable for the deal and will include the dealing charge(s) and SDRT. Acquisitions costs, taxations and any other costs associated with executing deals shall be your responsibility and where appropriate will be charged to the Balance.
- **You are required to pay the remittance by cheque which is to be returned together with the perforated section from the bottom of the Contract Note to Computershare Internet Share Dealing Service, TDW, Exchange Court, Duncombe Street, Leeds, LS1 4AX**
- Any cheque must be drawn on your own bank account. No third party cheques are accepted unless it is a Building Society cheque endorsed by the Building Society confirming the funds are from your account. All cheques should be made payable to TD Waterhouse Investor Services (Europe) Limited.
- Where cheques contain errors which mean they are not (or would not be) honoured, the Service will make an additional charge of £40 or €56. These errors include: cheques that are misdated, or unsigned, or the "words and figures" differ.
- If any cheque is returned unpaid from a bank You will be charged £25 or €35 and You will be expected to make good payment of the balance immediately.
- Payment of the remittance must be received four Business days prior to the intended settlement date.
- Failure to pay this may result in the Service selling the shares at the prevailing market price and charging you 2% commission subject to a minimum charge of £25 or €35. Computershare will look to You for any deficit.
- We retain an unconditional right of sale of any shares under our control where funds have not been paid to Us by the due date.
- If You fail to pay Us monies relating to a specific purchase transaction in respect of which we have purchased the relevant investments then We may treat the transaction as repudiated by You and You will accordingly forfeit all rights in respect of such investments. We may sell such investments to discharge such monies and the following will apply:
  - If the sale of such investments realise a net value higher than the amount of monies due to Us relating to the purchase of those investments, We shall be entitled to retain for our benefit this additional value. We shall not be required to apply it against any other monies or liability that You may have to Us; or

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- If the sale of such investments realise a lower value than the amount of monies due to Us relating to the purchase of those investments then the new difference in value shall become a debt due from You to Us and payable immediately. In addition our charges and the costs of making such sale shall apply.
- If You fail to make a payment in full on or before the due date for payment We may make other member firms of the LSE and other relevant exchanges, other financial institutions and/or credit reference agencies aware of your identity and your payment record. This may affect your future dealing status.
- If You fail to make a payment in full on or before the due date for payment We may immediately cancel, terminate and/or suspend any contract with You without having any resulting liability to You.
- In the event that We need to undertake legal action against You in the recovery of a debt then You agree that You will be liable for any and all legal expenses incurred by Us in the recovery of that debt.

#### Constraints

- The purchase facility is only available during Market hours.

#### TRADE PARTICULARS –SALES

Instructions to sell shares must not be given if You have lost or mislaid the share certificate. You must wait until You have obtained a Letter of Indemnity and lodged it with Us.

- During Market hours sale instructions will be dealt in accordance with the Trade Execution section of these Terms and Conditions.
- When the LSE is closed You will be given the opportunity to place sale orders for execution when the LSE next reopens. In this situation the orders will be presented for execution within the first hour of trading when the LSE reopens or as soon as reasonably practicable with the exception of Limit Orders.
- You will be given the option to either set a 'Minimum Price' (when available) or place your order to be executed At Best as outlined below:
  - At Best  
When You place an order At Best We will execute the order at the best prevailing price at the time of execution of the order. Share prices do not necessarily open at the same price they closed at the previous Business day. If You are concerned about price movements You should consider using a Minimum Price instruction (for a sale) or you should obtain independent financial advice.
  - Minimum Price Instruction (when available)  
This means a specified Minimum Price which We will not go below when selling the shares. All Minimum Price instructions are accepted until they execute or expire. You should be aware that orders will be presented for execution as soon as practicable after the Minimum Price you specify first becomes achievable, and that at the time the order is presented the Minimum Price may no longer be achievable.

#### Thresholds

- In normal circumstances a maximum sale amount of £50,000 or €60,000 can be made through the Service. Any sale instructions received in excess of this amount via the online Service will not be administered and You will be prompted to call the Telephone Share Dealing Service on 00 44 (0)870 703 6256 Monday to Friday excluding Bank holidays during Market hours in order to place the instruction
- As a result of market price variations in the 15 minute delayed price (or last closed price outside of Market hours) and the real time price You are shown on the screen, We may process a payment to You up to a maximum of £50,250 or €60,250.

#### Settlement

- Nominee transactions will have a standard settlement cycle of T+3, that is, the transaction will normally settle three Business days after the date on which the trade was dealt.
- Certificated trades will default to a T+10 settlement cycle, that is, the transaction will normally settle 10 Business days after the date on which the trade was dealt due to the postal delay in obtaining the certificate from You.

#### Document Despatch

- You will be sent a Contract Note for dealing instructions executed by Us. If there are any details on the Contract Note which You disagree with or are unsure of, or You receive a Contract Note for a trade You do not recognise You should immediately contact the Internet Share Dealing Service Helpline on 00 44 (0)870 703 6256 Monday to Friday excluding Bank holidays between 0800-1700 hours.
- The Contract Note will be despatched to You at the registered address no later than the Business day following the day the deal was executed.
- The Contract Note will have a perforated tear off section. **At least 4 days prior to the intended settlement date this tear off section, together with the share certificate and your CREST transfer form, must be returned to Computershare Internet Share Dealing Service, TDW, Exchange Court, Duncombe Street, Leeds, LS1 4AX before sale proceeds cheques can be despatched**
- Failure to settle within the specified period may incur interest calculated on a daily basis at The Bank of England base rate plus 15% for which You are liable.

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#### **Sale Proceeds**

- We do not pay proceeds until the Broker is in receipt of settled funds.
- Sale proceeds cheques will be despatched on the Settlement date and not on the intended settlement date. The cheque will be printed on a perforated section at the bottom of a Confirmation Note.
- All sale proceeds will be despatched by cheque to the registered share holder at the registered address.
- Cheques cannot be made payable to a third party or sent to an alternative address.
- All client money accepted by the Service is held in a separate client account. This account is maintained at National Westminster Bank Plc which is an approved bank. The Service will not pay interest on this account.
- Confirmation Notes should be retained for tax purposes.

#### **Limit Orders (When Available)**

- The Service allows You to place a Limit order to sell shares. This enables You to enter a Limit order to instruct Us to sell your shares if the Share price reaches a certain level. You have the option to leave a Limit order with Us to expire either at the end of the day or at the end of 25 calendar days. If the Limit price is triggered We will attempt to execute your order.
- The placing of Limit orders is entirely at your own risk. Should disputes arise which are caused by matters beyond our control, You accept sole responsibility and that We bear no responsibility for such matters.
- Limit orders can be placed online at any time of the day however orders will only be processed during Market hours. Once You have placed your Limit order You may be able to cancel your order, if it has not been executed, by telephoning Us on 00 44 (0)870 703 6256 Monday to Friday excluding Bank holidays from 0800-1630 hours.
- Limit orders are triggered for execution on the basis of the best prevailing price quoted on the Stock Exchange's SEAQ (Stock Exchange Automated Quotation) or SETS (Stock Exchange Electronic Trading Service) systems.
- We cannot guarantee that Limit orders will be executed even if the Limit price is met. The order could fail as a result of:
- Market conditions at the time (such as a "fast market" where the market is so volatile that prices quoted by market makers are only indicative rather than guaranteed).
- Other clients having placed similar Limit orders, and having an earlier time priority than your order (and so being executed in priority to your order)
- Other factors outside of our control e.g. if the maximum size that can be traded online has changed since You placed the order.
- It is good practice to review your current/existing Limit orders on a regular basis so You are aware of your outstanding commitments and that these remain in line with your current investment objectives.
- In the event of a corporate action which affects the stock price the responsibility for ensuring Limit orders remain valid in prevailing market conditions is yours.
- You should be aware that certain factors may cause the bid-offer spread of a security to increase, even momentarily, to an abnormally wide level, thereby causing your Limit order to execute. However, these abnormal prices are the prevailing best prices for that stock at that time.

#### **ADDITIONAL INFORMATION**

- All Contract Notes, cheques, warrants and other correspondence will be sent by post and shall be sent at your own risk.
- We shall have no liability in respect of any of your documents before they have been received by Us and/or after they have been dispatched by Us to You. You shall be liable for all charges relating to the recovery or replacements of any lost documents.
- We shall have no liability to You for any delay or failure of delivery (for whatever reason) of any communication sent to You.
- Communications sent to Us will be deemed received only if actually received by Us.
- All correspondence including Contract Notes, statements and valuations will be sent to the first named shareholder in relation to joint shareholdings.
- We will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses (including loss of shares) suffered or incurred by you as a direct result of our negligence, wilful default or fraud. We do not accept liability for any indirect or consequential loss suffered by you or for any loss, which does not arise as a result of our negligence, wilful default or fraud. We cannot take any responsibility for any fluctuation in the value of shares arising if execution of a trade is delayed as a result of a halt in trading on the relevant exchange.

#### **OTHER CHARGES**

- Provision of duplicate information, including Contract Notes, may result in an administration fee.
- For copy of recording of telephone conversations, in the event any complaint made by You is found to be unfounded, we will charge you £40 or €56.
- The telegraphic transfer of proceeds charge is £25 or €35.

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## SECURITY

The web site supports 128bit encryption. If your browser does not support this level of encryption then You may continue to view our web site, but We do not guarantee the integrity of the data if You do so.

- If You have any concerns relating to the security of your information You should contact Us immediately by phone. You can contact the Computershare Internet Share Dealing Service Helpline on 00 44 (0)870 703 6256 from Monday to Friday excluding Bank holidays between 0800-1700 hours, or the Computershare Internet Share Dealing Service on 00 44 (0)870 703 6256 during Market hours. Alternatively You may email your concerns to: [dealing@computershare-dealing.co.uk](mailto:dealing@computershare-dealing.co.uk)
- Computershare Limited and its subsidiaries do not accept liability for the consequences of any computer viruses that may be transmitted through the website.

## DATA PROTECTION

Information given to Us will be used to maintain the accuracy of our records, to verify and assess the financial standing of customers and to assist in Us providing a high level of service. All personal information provided by You and any other information relating to your account will be treated in confidence by Us and will not be disclosed to any third parties, except where required or permitted by law or where your consent has been received. For this purpose, by accepting these Terms and Conditions You will be taken to have consented to Us transferring or disclosing personal information to third parties who We consider may assist in providing the Service. Information may be shared with other financial organisations to protect Us and customers against fraud. The information will be held in our computer systems and may be used in the following ways:

- In providing the Service for which You have applied.
- To keep You informed by mail, subsequent to any dealing transaction, of other services which may be of interest to You by Computershare itself or its subsidiaries or their agents in providing the Service. If You would prefer not to receive direct marketing information, please advise Us or the respective service provider immediately in writing of your further instruction to amend our records accordingly.'
- To make enquiries with credit reference agencies and in such cases the agencies will keep a record of the enquiry. We will disclose to the agencies information about You in the event of You defaulting on debt. All information received and recorded by credit reference agencies may be used by other lenders in making credit decisions about You and other members of your household.

You have a right to request to view the information that We hold on You. We may charge You a small fee for providing You access to this information. Telephone calls may be recorded for training purposes and also used in evidence in the event of any dispute.

## COMPLAINTS

There are procedures in place to help resolve all complaints from You effectively, a copy of which can be provided on request. Computershare Investor Services PLC is authorised and regulated in the United Kingdom by the FSA. If You have any complaints about the Service provided to You, You should write to the following address: Computershare Internet Share Dealing Service, TDW, Exchange Court, Duncombe Street, Leeds, LS1 4AX. The Broker and Computershare Investor Services PLC is a member of the Financial Ombudsman Service, if applicable details are available on request. Furthermore you may request a statement describing your rights under the Financial Services Compensation Scheme.

## IMPORTANT INVESTMENT NOTES

The Broker will exercise due care and diligence in the conduct of business but will not be liable to You for any depreciation in the value of any investments arranged or purchased through the Service. You should be aware that since investments and the income from them can go down in value as well as up, You may not get back the full amount invested. The past is not necessarily a guide to future performance. Yields are variable and neither income nor capital is guaranteed. This Service is provided solely to enable You to make your own investment decisions. It does not constitute a personal recommendation to invest. These investments are not suitable for everyone and if You have any doubt whether they are suitable for You, You should obtain independent financial advice.

- Nothing in these terms and conditions restricts any rights You may have under the rules of the FSA or under the FSMA.
- To the extent that this statement is 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 FSMA only.

## MISCELLANEOUS

- We reserve the right to amend the Terms and Conditions at our discretion.
- These Terms and Conditions may be varied as a result of changes in legislation.
- The Broker and Computershare Investor Services PLC contribute to the Financial Services Compensation Scheme which provides compensation to You in the event of the Broker being declared in default. Further information on the scheme can be obtained by calling the Computershare Contact Centre Helpline on 00 44 (0)870 702 0000 between 0800-1730 hours Monday-Friday excluding Bank holidays.
- The Terms and Conditions shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English court.

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**APPENDIX A: Countries whose residents are able to trade using the Computershare Internet Share Dealing Service**

UK  
Ireland  
Channel Islands  
Austria  
Belgium  
Bulgaria  
Czech Republic  
Finland  
France  
Germany  
Greece  
Hungary  
Isle Of Man  
Luxembourg  
Malta  
Netherlands  
Norway  
Slovak Republic  
Spain

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