

- Unless you tell us not to, we may share your information within the Equiniti Group and we or other Equiniti Group companies may write to you about
- Equiniti Group products and services we believe may interest you, and/or
 - selected products and services from third party businesses we know and trust.
- If you prefer not to receive this kind of information, simply let us know by visiting www.shareview.co.uk/clients/optout or calling 0871 384 2252.
- 12.2 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, don't hesitate to let us know so that we can correct it.
- 12.3 The information we hold about you is confidential. We will only ever disclose it outside the Equiniti Group
- at your request or with your consent
 - in line with paragraph 12.2 above
 - if the law requires or permits disclosure, or there is a duty to the public to reveal it
 - if we are asked to do so by the FSA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas
 - to investigate or prevent fraud or other crimes
 - to the Company so that they can update their own records about you
 - to our agents and others in connection with running accounts and other services for you
 - to any individual or company to whom we propose to transfer our obligations and rights in line with paragraph 13 of these terms and conditions.
- We may administer your account and provide you with some services via agencies in countries outside the European Economic Area ("EEA"), such as India or the USA, where data protection laws and standards differ from those in the UK. But, even if we are processing your personal details outside the EEA:
- there will always be a contract in place to ensure that such information is appropriately protected, and
 - we will continue to be strictly bound by the UK's Data Protection Act 1998
- 12.4 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may
- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or
 - ask you to supply us with proof of identity
- This could lead to a delay in carrying out an instruction you've given us or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.
- 12.5 We monitor and record some phone calls in case we need to check we have carried out your instructions correctly, to help maintain our quality standards and for security purposes.
13. **Transferring our obligations**
In accepting these terms and conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is authorised to do so by the FSA, if such authorisation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these terms and conditions to the third party or its nominee. If you receive a written notice under this paragraph, and you decide you wish to end this agreement, you may do so by sending us instructions as explained in paragraph 14. No charge will be payable by you for this if your instructions reach us within one month of the date of the written notice.
14. **If you want to cancel or leave the service**
- 14.1 You may cancel this agreement at any time by letting us know in writing. This is in addition to your legal right to cancel this agreement within 14 days of the agreement between us being made.
Your cancellation letter will take effect as soon as we receive it, though this will not prevent the completion of any transactions that are already under way. The normal charges will be made for these transactions.
- 14.2 When this agreement has come to an end, we will, unless you instruct us otherwise, transfer any shares being held in our nominee service into your own name, then send you a share certificate. All transactions are subject to the usual fees.
15. **Notification of death**
The rights to your shares pass to your legal representatives on your death. They must provide us with an original or certified copy (certified by a solicitor, Commissioner for Oaths or Justice of the Peace) of Grant of Probate or Letters of Administration, before we can carry out their instructions.
If the relevant shares are held on behalf of more than one person, and after the event the shares are held on behalf of the other person/s then the nominee service will continue to apply.
16. **Terminating our service**
This agreement may be brought to an end at any time by us giving you 3 months' notice or automatically if the agreement between us and the Company under which we provide this nominee service comes to an end.
In either case, the completion of transactions already under way will not be affected.
17. **Charges for your nominee service**
At present we charge nothing for holding your shares in our nominee service and taking care of much of the administration. We may charge fees for transferring your shares to and from NomineeCo, and some other services provided under this agreement.
Our current fees and charges for these other services are set out either at the end of these terms and conditions or in a separate booklet provided to you with them. We may review these amounts from time to time. We will let you know in writing before we change any of them (see also paragraph 18 below). If at any time you would like an update on our fees they are available from us on request.
In addition to the charges outlined above, we receive fees from the Company sponsoring the service. The Company sponsors this service so that you can benefit from holding your shares in an electronic account at low cost. The fees are negotiated regularly with the Company, with the actual charge made to the Company reflecting the size, complexity and value of the service and the overall relationship with the Company. We also receive fees from brokers with whom the Company has set up arrangements for you to sell your shares or buy additional shares.
These fees are charged by us for trade settlement and register access administration. The broker should give you details of these fees at the time of your trade. More information about these fees is available on request.
18. **Changing this agreement**
We may change these terms and conditions from time to time in order to
- comply with changes in law or regulation
 - correct inaccuracies, errors or ambiguities
 - take account of any corporate reorganisation inside our group of companies or a transfer of our rights, benefits and/or obligations under these terms and conditions to a third party, and/or
 - reflect changes in the scope and nature of the service we are able to provide, having regard to
 - our agreement with the Company
 - the CREST rules and regulations, and our CREST membership
 - our computer or database systems
 - administrative procedures and routines, and/or
 - market practice and overall customer requirements.
- If we intend to change the terms and conditions and the alteration is material we will give you at least 30 days' written notice of the alteration, unless it is impracticable to do so. See also paragraph 11.3 above as to when we may use email or a website to provide you with such notice.
Remember also that you have a right to leave the nominee service at any time, if you do not like an alteration that we propose to make to these terms and conditions, by following the procedure in paragraph 14 above.
19. **The extent of our liability**
- 19.1 We at Equiniti Financial Services Limited and NomineeCo will not be responsible for any losses or expenses you incur under this agreement, unless caused by our breaching FSA Rules, or our fraud, wilful default or negligence. Even in the event of our wilful default or negligence, we will not be liable for any loss attributable to a failure to let us know about address or name changes, other changes in personal details, or bankruptcy, or any problem or defect in your ownership or title to the shares (unless caused by us).
- 19.2 The amount of NomineeCo's or our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FSA Rules) will be no more than the value of your shares at the time the claim arises plus interest at 2% above the Bank of England base rate, starting from when the claim arises up until the point we pay our liability amount.
- 19.3 Neither we nor NomineeCo act as agent for the Company or accept any responsibility for anything the Company does or does not do.
- 19.4 Neither we nor NomineeCo will be responsible for
- acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order that we have not been notified about
 - forged or fraudulent instructions. So long as we have shown all due care, we will be entitled to assume
 - that signatures that purport to be yours are genuine
 - if we have agreed to accept a particular instruction over the phone or by email, that the caller's or emailer's identity is genuine – unless it ought to be obvious to anyone that it is not
 - any kind of loss or damage you suffer in the event of 'force majeure' – meaning any failure, interruption or delay in the performance of our obligations because of
 - industrial disputes
 - the malfunction or failure of any telecoms or computer service, or CREST
 - the failure of third parties to carry out their obligations
 - the activities of government or international authorities, including changes in law or regulations, or
 - any other event or circumstance not within our reasonable control provided, where relevant, that we have complied with the FSA Rules on business continuity. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible
 - any indirect, special or consequential loss (including direct or indirect loss of profit), other than where this results from fraud or a breach of the Conduct of Business Sourcebook or Client Assets Sourcebook in the FSA Rules on our part.
- 19.5 We and NomineeCo reserve the right to delay acting on any particular instruction you give us, in order that we can get additional information from you, and/or comply with any law or regulations, and/or investigate the validity or any other aspect of the instruction. Neither we nor NomineeCo will be responsible for any financial loss resulting from such a delay.
- 19.6 Neither we nor NomineeCo will be responsible in any way to anyone for any shortfall that might arise because we are accountable for tax on any of the shares, or any part of the shares, or on any income or capital distribution or other payment they produce, or from any sale proceeds. In order to comply with any tax liabilities of this kind that might arise, we will be entitled to recover the money by making deductions from the income arising from your shares, or by selling any or all of the shares and making deductions from the proceeds.
- 19.7 We and NomineeCo will be entitled to make any agreement with, or give any undertakings to, any tax authority as regards the taxation status of the transactions made under this agreement, and do everything necessary to abide by any such agreement or undertakings.
- 19.8 We and NomineeCo may do, or stop doing, anything that, in our reasonable opinion, is necessary in order to comply with any laws, rules, regulations or the requirements of any regulatory or other body that are binding on us.
20. **Indemnifying us**
- 20.1 You agree to indemnify us and NomineeCo and our respective agents, officers and employees for any liabilities arising from anything done by us in the proper performance of our duties in accordance with this agreement in relation to your shares, except for liabilities that are the result of our or NomineeCo's wilful default, negligence or fraud or a breach of the FSA Rules.
Should you owe anything as a result of this indemnity, we will be entitled to deduct enough from any income arising from your shares, or to sell all or any of your shares and take enough money from the proceeds, to cover everything you owe.
- 20.2 Your obligations under this indemnity will survive even in the event of
- complete or partial termination of this agreement, or
 - our or NomineeCo's resignation or replacement.
- 20.3 If you are liable under the terms of this agreement to pay us a sum of money and the law requires tax to be deducted or withheld from that sum, you must pay us enough to cover both your liability and the tax sum involved in full. We and you agree to make any payments and adjustments necessary to achieve this.
21. **Conflicts of interest**
- 21.1 The Equiniti Group has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FSA Rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make a gain at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.
- 21.2 Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.
- 21.3 You'll find full details of our Conflicts Policy on our website at www.shareview.co.uk, or you're welcome to contact us and ask us for a printed copy.
- 21.4 At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with 21.1 above.
22. **Governing law**
These terms and conditions are governed by English law. Any disputes relating to the agreement between us will be subject to the jurisdiction of the courts of England and Wales.
23. **No third party rights**
This agreement is only between you and us. It will not give any benefits to, nor be enforceable by, a third party.
24. **Complaints and compensation**
If you have a complaint of any kind, please be sure to let us know.
We will do our utmost to sort it out.
Please put your complaint in writing to us at the following address:
Service Quality Team, Equiniti, GlaxoSmithKline Nominee Service,
PO Box 4608, Worthing, West Sussex BN99 6NZ United Kingdom
If we cannot resolve the issue between us, you may – so long as you are eligible – ask the independent Financial Ombudsman Service to review your complaint.
Our leaflet How can we improve our service? has more details about our complaints procedure. You're welcome to ask us for a copy at any time.
We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000
If we cannot meet our obligations, you may be entitled to compensation from the Scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. For example, the Scheme covers corporate sponsored nominees, individual savings accounts and share-dealing.
Most types of claims for FSA regulated business are covered for 100% of the first £50,000. The maximum compensation is £50,000.
For more details about the Financial Services Compensation Scheme:
- call their helpline on 020 7892 7300
 - go to their website at www.fscs.org.uk
 - write to them at FSCS, 7th floor, Lloyds Chambers, Portoken Street, London E1 8BN.
- List of charges**
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| Duplicate Statement | £10 plus VAT |
| Transfer out of Service | £10 |
| Replacement Dividend Cheque: | |
- You can view these standard fees by visiting: www.shareview.co.uk/clients/paymentreissu
- Alternative Formats**
If you would like this in an alternative format for example large print, Braille or on audio tape, please contact us on 0871 384 2991. A textphone service is available on 0871 384 2255.
- Calls to the quoted 0871 numbers cost 8p per minute from a BT landline.
Other telephony providers costs may vary. Lines open 8.30am to 5.30pm Monday to Friday.