



Managed ISA Additional Terms

Managed ISA

Additional Terms

This document sets out the Additional Terms that form part of the Agreement as defined in the Barclays Wealth Terms. If there is any conflict between these Additional Terms and the Barclays Wealth Terms, these Additional Terms will prevail. If words beginning with a capital are not defined in these Additional Terms, they shall have the same definition as in the Barclays Wealth Terms.

The following sections of the Barclays Wealth Terms are relevant to the services provided under the Agreement:

- Section A,
- Section B,
- Section D,
- Section E, and
- Section F.

Your classification under the Financial Service Authority (FSA) Rules

For the purposes of the FSA Rules, we will treat you as a retail client unless we agree with you otherwise. This does not necessarily mean that you are 'eligible' for the purposes of the Financial Services Compensation Scheme or the Financial Ombudsman Service.

As a retail client, where you meet the requirements to be re-categorised, you have the right to request to be treated as an elective professional client either generally or in respect of a particular service, type of transaction or product. Such request must be made in writing, and we will consider any requests received on a case by case basis against the criteria set out in FSA Rules. We will inform you of any limitations that such a re-categorisation will entail, together with the scope of that re-categorisation.

If, following such a request, you are classified as an elective professional; you must keep us informed of any change in your circumstances that could affect your classification.

If we notify you that we will treat you as a professional client, you may request to be treated as a retail client either generally or in relation to one or more particular services, or in relation to one or more types of product

1. Definitions (Additional to Section F of the Barclays Wealth Terms)

BACS means the Banks Automated Clearing System;

Base Rate means the Barclays Bank PLC base rate at the time interest is calculated;

Cash Dividend means cash that can be held in our Managed ISA for investment purposes and which is held as Client Money in a bank deposit account that may be provided by a member of the Barclays Group;

Chosen Account means the United Kingdom (UK) bank or building society account whose details you have given on your Application Form or notified us of at a later date. Your chosen account must be a personal account either in your name or held jointly by you, and be BACS compatible;

Client Money has the meaning given by the FSA Rules, which is, broadly, money of one currency not held in a bank account in your name which, in the course of carrying on the business contemplated, we hold in respect of any investment agreement entered into, or to be entered into with or for you subject to certain exceptions identified in the FSA Rules concerning the treatment of clients' money;

Client Money Rules means those FSA Rules that concern the holding of Client Money;

FSA means the Financial Services Authority;

FSA Rules means the Financial Services Authority Rules;

ISA Regulations means the Individual Savings Account Regulations 1998, as amended or supplemented from time to time;

Managed ISA means a Barclays Stockbrokers Stocks & Shares ISA into which you can invest up to £7,200 in stocks and shares (subject to any subscriptions to a Cash ISA); and

Qualifying Investments means:

- Shares other than shares in an investment trust that:
 - are issued by a company incorporated anywhere in the world;
 - that are officially listed – as opposed to being simply traded – on a recognised stock exchange; and
 - that if acquired after the 6 October 2005, satisfy the 5% test.
- Securities other than securities in an investment trust that have been issued by a company.
- Units or shares in a non-UCITS retail scheme, which has been authorised by the Financial Services Authority for sale to retail investors in the UK that are:

- are listed on the Official List of the Stock Exchange; and
- the investment trust satisfies the requirements for investments
- Shares transferred directly into the stocks and shares ISA.
- Cash and any other cash held in a stocks and shares ISA held in sterling.

Tax Year means a year beginning 6 April one year and ending 5 April in the following calendar year.

2. The Service

2.1 The service is a Managed ISA provided by Barclays Stockbrokers Limited. We are authorised and regulated by the FSA, and entered on the FSA Register (Registration No. 124247).

3. Communicating with Us (Additional to Paragraph 3 of the Barclays Wealth Terms)

3.1 Unless the Agreement provides otherwise, you can communicate with us by post, telephone or email at; Barclays Stockbrokers Limited

Tay House
300 Bath Street
Glasgow G2 4LH
Telephone: 0845 601 7788

Email: stockbrokers@barclays.co.uk,
or such other contact details as notified in the future.

Calls made to 0845 numbers will cost no more than 4p per minute, plus 6p call set-up fee (current as at November 2007) for BT residential customers. The price on non-BT phone lines may be different.

- 3.2 Our website is intended for use by UK residents only. You must not make any transactions or open any accounts using our website if you are outside the UK. It is your responsibility to inform yourself about and observe any applicable laws.
- 3.3 We do not accept communications by fax for this service.
- 3.4 Email communications will be deemed to have been received by you when they are received by your internet service provider.
- 3.5 It is your responsibility to check that we have received any communication that you consider is important.

4. Opening Your Managed ISA

4.1 You are eligible to open a Managed ISA if you are:

- (a) resident in the UK; and
- (b) aged 18 or over.

We reserve the right to ask you to provide proof of your status and eligibility for a Managed ISA before we accept your application.

4.2 You may also be eligible to open a Managed ISA if you are a Crown employee working outside of the UK and are being paid out of UK public revenue or you are married to, or in a civil partnership with, such a person.

4.3 You cannot open a Managed ISA jointly with anyone else.

4.4 You can subscribe to one Stocks & Shares ISA with Barclays Stockbrokers Limited each tax year. However, you can hold a Cash ISA with another ISA provider.

4.5 Your Managed ISA will begin with us when your subscription is paid to your Managed ISA. Any future subscriptions must comply with the ISA Regulations and the Agreement.

5. Transferring Your Existing ISA(s) to Us

5.1 Transfers from other ISA managers will not be complete until we have received all dividends. This may take several months to complete.

5.2 Your Managed ISA will begin with us when we receive your existing ISA(s) investments from your current ISA Manager(s). We may carry out a voters roll check on receipt of your Application Form.

6. Your Managed ISA

6.1 We will comply with the ISA Regulations for your Managed ISA.

6.2 If after opening your Managed ISA or transferring your existing ISA to us, you do not continue to satisfy the eligibility requirements in Clause 4.1 and 4.2, your Managed ISA will remain open but no further subscriptions will be able to be made to it.

6.3 The stocks and shares held in your Managed ISA must be Qualifying Investments. If any of your stocks and shares:

- (a) are not Qualifying Investments; or
- (b) any changes to them in the future means that they are no longer Qualifying Investments,

we will ask you whether you want us to sell them and pay the proceeds to your Managed ISA, or re-register them into your own name. We may charge you for this.

6.4 We may refuse to accept certain stocks and shares transferred or delivered to us by you, or for you.

6.5 Your Managed ISA investments will be, and must remain, in your beneficial ownership. They must not be used as security for a loan except as permitted by the ISA Regulations.

6.6 Your Managed ISA will be managed by us at our discretion. We won't accept any investment instructions from you. Our investment objective will be to achieve growth in income and capital over the medium term.

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- 6.7 We will normally deal for you within 10 business days of paying your funds to your Managed ISA, but this may be longer depending on stock market conditions.
- 6.8 We will not combine the stocks and shares in your Managed ISA with our stocks and shares, or hold them in the same account as our own property or our Associates property.
- 6.9 We will pay your dividends to your Managed ISA or Chosen Account as you have instructed. These payments will normally be paid into your Managed ISA or Chosen Account six business days after the business day we receive them from the Company Registrar. This income will be released two business days after the business day of receipt from the Company Registrar. It may take a further four business days to reach your Managed ISA or Chosen Account. Interest will not be paid on this income before it has been paid to your Managed ISA or Chosen Account. If the income is not released by this period, interest will be paid from the business day it was due to reach your Managed ISA or Chosen Account until the business days the income is paid to your Managed ISA or Chosen Account. We will not pay interest of less than £5.
- 6.10 We will normally reinvest dividend income held in your Managed ISA when we consider that an appropriate sum relative to the overall value of the Managed ISA has accumulated.
- 6.11 You can ask us to:
- (a) transfer any ISA you hold with another ISA manager to us;
 - (b) transfer all or part of your Managed ISA held with us to another ISA manager. This may take up to six months to complete;
 - (c) withdraw funds from your Managed ISA and make payment to you. You can withdraw funds as long as you are not in default and/or we do not have grounds for refusing to act on your written instructions. We will send you the funds within five business days of receiving your instructions. Our standard charges will apply; or
 - (d) withdraw investments on closure of your Managed ISA. We will register them in your name and send you the share certificate(s). Our standard charges will apply.
- 6.12 You must ensure that there are sufficient funds available in your Managed ISA to pay any tax liability and charges incurred.
- 6.13 Any charges levied by us and deducted from your Managed ISA may reduce the tax benefits available to you.
- 6.14 Any funds that you withdraw from your Managed ISA and then subsequently want to return to it in the same Tax Year will count towards your annual subscription allowance (i.e. where you subscribe £5,000 to a Managed ISA then withdraw £3,000, you will only be able to subscribe a further £2,200 in that Tax Year)
- 6.15 We will send to you, HM Revenue and Customs (HMRC) and any other relevant regulatory body all the communications that we are required to under the ISA Regulations.
- 6.16 Our nominee may give your name, address and the size of your holding to the issuer or trustee of any of your stocks and shares in your Managed ISA.
- 6.17 If you would like annual reports and accounts for the stocks and shares held in your Managed ISA, please contact our Client Service Team.
- 6.18 If you are entitled to shareholder benefits on any of the stocks and shares held in your Managed ISA, you will need to ask us to claim these for you each time they are issued.
- 7. Subscribing to Your Managed ISA**
- 7.1 You can subscribe to your Managed ISA by sending us a cheque (made payable to "Barclays Stockbrokers Limited").
- 7.2 We will only accept a cheque from a recognised financial institution on your behalf that is endorsed with your name and account number.
- 7.3 We do not accept post-dated cheques.
- 7.4 Additional subscriptions to your Managed ISA can be made using a Switch, Solo, Visa, Delta or Electron debit card.
- 7.5 The minimum subscription amount by debit card is £2,000.
- 7.6 We only accept debit card instructions by telephone between 8:00am and 4:00pm.
- 7.7 Additional subscriptions by debit card can only be made if you have subscribed to this Managed ISA in the current or preceding Tax Year. If you have not subscribed in the current or preceding Tax Year, you must either agree to the Declaration and Authority online before making your subscription, or complete an additional subscription form and subscribe by cheque.
- 7.8 All funds (whether by cheque or debit card) must be from a personal UK bank/building society account in your own name or one held jointly by you.
- 7.9 Shares can be directly transferred into an ISA if they have been acquired by you from a savings related share option scheme, an approved profit-sharing scheme or a share incentive plan. Shares cannot be transferred directly into an ISA in any other circumstances.
- 7.10 You must transfer shares from a savings related share options scheme into an ISA within 90 days of the exercise of option date

- 7.11 You must transfer shares from an approved profit sharing scheme into an ISA within 90 days of the earlier of:
- the date that we direct the trustees to transfer ownership of the shares to you or direct to us; and
 - the release date. The release date is the third anniversary of the date of the appropriation, which can be found on the appropriation notice.
- 7.12 You must transfer shares from a share incentive plan in to an ISA within 90 days after the shares ceased to be subject to the plan.
- 7.13 Where a cooling off period applies the transfer of the shares to the ISA cannot take place until after the end of the cooling-off period.
- 7.14 You can ask us to sell UK equities and investment trusts which are outside of an ISA but in your name and/or your spouse's/civil partner's name. The proceeds from the sale(s) can be paid to your Managed ISA. Where you give both sets of dealing instructions at the same time as sending us your shares, sales will be commission-free and purchases will be charged at standard telephone commission rates. This is not available for any other types of stocks and shares. If you have asked us to buy shares, we reserve the right to extend the usual time it takes to settle the sale and invest the proceeds. We may ask you for your marriage certificate/civil partnership certificate and will need extra documentation to transfer the shares to your name before selling them.
- 7.15 The value of the stocks and shares of your subscription will be calculated by reference to the aggregate market value of the stocks and shares at the date of transfer. The "transfer in" price is the lower of the buying and selling prices from the LSE Daily Official List plus one quarter of the difference between those two figures.
- 8. Dealing on Your Behalf and Settlement (Additional to Paragraph 19 of the Barclays Wealth Terms)**
- 8.1 We may deal as your agent or principal; however, we will only act as your principal where we believe it is in your best interest to do so. If we act as your principal, we will notify you at the time of dealing.
- 9. Our Custody Services (Additional to Paragraph 21 of the Barclays Wealth Terms)**
- 9.1 You should carefully read Paragraph 21 of the Barclays Wealth Terms. It contains important information about:
- (a) our use of nominees and custodians (including the extent of our liability);
 - (b) pooling of assets;
 - (c) takeovers and other reorganisations; and
 - (d) other corporate events.
- 9.2 As Barclays Stockbrokers Limited is not a bank, your funds will be held in accordance with Paragraph 21.17 to Paragraph 21.24 of the Barclays Wealth Terms.
- Cash comprised in your Assets – cash held by Barclays Bank PLC as banker (only applicable to the UK)**
- 9.3 Where Custody Services are provided by Barclays Bank PLC, then money comprised in your Assets which is held in an account with us will be held by us as your banker, not as your trustee, and will therefore be subject to the UK regime regulating banks rather than being held in accordance with the FSA Client Money Rules.
- 9.4 Interest will not be payable on any such money except:
- (a) where we place it on your behalf into an interest-bearing account or on fixed-term deposit with ourselves in seeking to achieve your Investment Objective or otherwise implementing your instructions; or
 - (b) in accordance with the Client Money provisions referred to at Clause 9.5 below. The interest payable in these circumstances may be fixed or variable depending on the size of the relevant deposit. The rate of interest payable in respect of deposit accounts paying variable rate of interest will be related to the Bank of England base rate or other appropriate rate and calculated on a daily basis and, in the case of fixed-term deposits, will be based on the prevailing money market rate for deposits of a similar size and term.
- 9.5 Where money comprised in your Assets is not held in a Barclays Bank PLC account as described in Clause 9.3 and is Client Money, it will be held in accordance with the Client Money Rules and Paragraphs 21.15 to 21.22 of the Barclays Wealth Terms will apply.
- Cash comprised in your Assets – cash held as Client Money (as defined in Section F of the Barclays Wealth Terms)**
- 9.6 Where we are unable to hold Client Money in a client account with Barclays Bank PLC, Client Money will be held with an approved bank outside the UK. If this is a member of the Barclays Group it will be Barclays Private Clients International Limited in Jersey or such other bank in the Barclays Group of which we notify you before your Client Money is held with that bank.

10. Corporate Actions in Your Managed ISA

- 10.1 If a company has a bonus or other similar issue, we will credit your Managed ISA with the new stocks and shares or the proceeds as long as they are eligible to be held in your Managed ISA.
- 10.2 If a company has a rights issue, we will either sell the rights in the market or allow them to lapse. The proceeds less any dealing costs will be added to your Managed ISA.
- 10.3 If there is a takeover, conversion or other offer, we will act at our discretion.
- 10.4 If there are shares offered in lieu of a dividend (a "Scrip Dividend"), we will always take the Cash Dividend for you.
- 10.5 If there is an enhanced Scrip Dividend, we will decide on the merits of the offer whether to receive the extra shares or the cash.
- 10.6 If a company offers a Dividend Re-investment Programme (DRIP), we will always take the Cash Dividend for you.
- 10.7 Any investment you receive as a result of a take-over, conversion or other offer will be rounded down to the nearest whole unit. We will keep any amount remaining.
- 10.8 If a corporate action results in you being given an investment which is not a Qualifying Investment, we will sell it for you and pay the proceeds to your Managed ISA.
- 10.9 We will credit your Managed ISA with new stocks and shares paid to you from a corporate action as long as they are eligible to be held in your Managed ISA. These will be credited to your Managed ISA within three business days of issue from the Company Registrar.
- 10.10 We will credit your Managed ISA with proceeds paid to you as a result of any corporate action. These proceeds will be released within one business day after the business day of receipt from the Company Registrar. It may take a further four business days to reach your Managed ISA. Interest will not be paid on these proceeds before they have been paid to your Managed ISA. If these proceeds are not released by this period, interest will be paid from the business day they were due to reach your Managed ISA until the business day the proceeds are paid to your Managed ISA. We will not pay interest of less than £5.

**11. Client Reporting
(Additional to Paragraph 22 of the Barclays Wealth Terms)**

- 11.1 You will receive a confirmation statement each time we buy or sell investments on your behalf. It will set out (amongst other things) the amount you will receive or pay on settlement including charges and fees incurred by us in dealing with an agent. If the information on the confirmation statement is incorrect, please notify us as soon as possible.

- 11.2 If incorrect, you agree to return the original confirmation statement to us if we ask for it and agree to repay any overpayments immediately. We will charge you interest on any overpayment. We have the right to purchase replacement investments. You will pay for the investments and any costs. We may refer any amount due to us following an overpayment to a collection agent or solicitor. You will be liable to pay all costs that we incur in recovering any debt including those of our agents and solicitors. We may add these costs to your debt with us or our Associates.
- 11.3 Where we provide Custody Services to you or hold funds on your behalf, you will receive a six month periodic statement (not withstanding Paragraph 22.4 of the Barclays Wealth Terms).
- 11.4 You will receive a valuation of your Managed ISA as at the date the Agreement ends.

**12. Charges, Interest and Paymanet
(Additional to Paragraph 23 of the Barclays Wealth Terms)**

- 12.1 Interest will be calculated on a daily basis on the funds held in your Managed ISA that are waiting to be invested. It will be paid gross each quarter on the last Friday that is a business day. We are required under the ISA Regulations to give HMRC a flat rate charge on the interest (currently 20%). This deduction is not refundable to you.
 - 12.2 We pay interest at the rates published in our charges tariff. The interest rates are based on the Base Rate. If the Base Rate changes we will make this change and start to pay the new rates within five business days. You can obtain details of the Base Rate from your Relationship Manager or other Barclays Wealth Contact. Changes are listed in the national press and are also available from us on request.
 - 12.3 We charge fees and commissions according to our published rates. We can change our charges as long as we give you at least 30 days' notice in accordance with Paragraph 31.3 of the Barclays Wealth Terms.
 - 12.4 Your Managed ISA fees will be based on the total value of all stocks and shares and any funds in your Managed ISA. It will fall due every six months from the date we open your Managed ISA.
 - 12.5 If you have chosen that your Managed ISA fees are to be taken from your Managed ISA, we reserve the right to make sufficient retentions from it. We will deduct the fees when they are due from un-invested funds held in your Managed ISA.
 - 12.6 Government Stamp Duty, Stamp Duty Reserve Tax (SDRT) and Value Added Tax (VAT) will be charged at the prevailing rate.
- 13. Distance Marketing Directive – Cancellation Rights
(Additional to Paragraph 25 of the Barclays Wealth Terms)**
- 13.1 If the Agreement has been concluded without a face to face meeting between you and us and if the person entering the

Agreement is an individual including, individuals holding a joint account (rather than a corporate), (a 'Distance Contract'), you have a right to cancel the Agreement with us within 14 calendar days from the later of:

- (a) the date of its commencement (as specified in Section A of the Barclays Wealth Terms); and
- (b) the date on which the Barclays Wealth Terms and these Additional Terms were received by you.

- 13.2 Cancelling the Agreement will relieve you of all duties and obligations arising from the Agreement. You will not incur any cancellation fee, charge or penalty except for any shortfall (where we carry out transactions on your behalf during the cancellation period you will bear the applicable market risk).
- 13.3 If you wish to cancel the Agreement, you must send a notice in writing in accordance with Paragraph 3.1 of the Barclays Wealth Terms (you may not use email or other electronic communications for this purpose unless we have agreed otherwise). If you do not exercise the right to cancel, the Agreement will remain in effect until otherwise terminated in accordance with its terms.
- 13.4 If you decide to cancel the Agreement, termination will be subject to the provisions of the Agreement including in particular Paragraph 35 of the Barclays Wealth Terms.
- 13.5 Notice of cancellation must be given in writing to:
Barclays Stockbrokers Limited
Tay House
300 Bath Street
Glasgow G2 4LH
- 13.6 If you cancel the Agreement, we will transfer any investments we are holding for you into your own name or as you instruct. Where this is not reasonably practicable, you agree that we may sell the investments at the prevailing market price. The amount you get back will be reduced by any market loss from when your initial investment is made up until we receive the cancellation notice. The proceeds will be returned to you no later than 30 days after the date you send the notice of cancellation.

**14. Your Obligations
(Additional to Paragraph 26 of the Barclays Wealth Terms)**

- 14.1 You must be the only owner of your Managed ISA. There must be no reason why you should not enter into the Agreement.
- 14.2 You must write to us immediately if you become no longer eligible to:
- (a) open a Managed ISA; or
 - (b) add to your existing Managed ISA.
- (In particular, please refer to Clause 6.2.)

14.3 You must send us any dividends or other benefits which you receive which you are not entitled to. If you do not, we may take amounts from your Managed ISA, your Chosen Account or claim them from you. We will write to you to tell you what we are going to do at least 10 business days before we make the claim. We will then send them to the person who is entitled to them.

14.4 If you are completing a Direct Debit form, you must send us an original account statement for your Chosen Account. It must show your name and address, and it must not be more than 3 months old. We will return it to you.

**15. Our Liability to You
(Additional to Paragraph 27 of the Barclays Wealth Terms)**

15.1 Except for share certificates that we send to you, we do not accept responsibility for documents (including cheques and share certificates) that go missing in transit to and from our offices. Our liability for any loss will be for a period of one month and will be limited to the Company Registrar's charge for issuing a replacement certificate.

15.2 We will not be responsible for any claims or demands made by someone who has an interest in your Managed ISA.

**16. In the Event of Death
(Additional to Paragraph 33 of the Barclays Wealth Terms)**

16.1 Tax relief will not apply to your Managed ISA from the date of your death.

16.2 All income will be paid to your Managed ISA from the date we receive notification of your death. We will then hold the existing stocks and shares and any funds in your Managed ISA, and we will only carry out transactions authorised by your Legal Personal Representative(s) (LPR).

16.3 Once we receive the Grant of Representation for your estate, we will sell the stocks and shares in your Managed ISA unless we receive other instructions from your LPR in accordance with Paragraph 33.4 of the Barclays Wealth Terms. After taking any fees or costs due to us, we will then pay the proceeds from the sale and any funds to your LPR.

16.4 We are not responsible for losses to your Managed ISA during the period between your death and us receiving formal notice of it.

17. Complaints

(Additional to Paragraph 36 of the Barclays Wealth Terms)

17.1 If you have a complaint, please contact:

Client Service Team
Barclays Stockbrokers Limited
Tay House
300 Bath Street
Glasgow G2 4LH
Telephone: 0845 601 7788

Calls made to 0845 numbers will cost no more than 4p per minute, plus 6p call set-up fee (current as at November 2007) for BT residential customers. The price on non-BT phone lines may be different.

17.2 A leaflet outlining our complaints handling procedure is available on request.

Complaints (additional to Paragraph 36 of the Barclays Wealth Terms)

17.3 If we are unable to resolve your complaint in a timely or satisfactory manner, and if you are an eligible complainant, you may be able to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (Tel: +44 (0)845 0801 1800). The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service by telephoning our Client Service Team (0845 601 7788).

Financial Services Compensation Schemes

17.4 Each UK Barclays Wealth Company is covered by a Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. The scheme provides compensation in certain circumstances where an FSA authorised firm is unable to meet its liabilities to clients:

- (a) payments to depositors under the scheme are limited to 100 per cent of the first £2,000 and 90 per cent of the next: £33,000 (the maximum payment to any one eligible depositor is £31,700); and
- (b) payments to investors under the scheme are limited to 100 per cent of the first £30,000 and 90 per cent of the next £20,000 (the maximum payment to any one eligible investor is £48,000).

17.5 Further information about the scheme and those who are eligible claimants under the scheme may be obtained from our Client Service Team:

The Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London E1 8BN
Tel: +44 (0)20 7892 7300
Fax: +44 (0)20 7892 7301

18. Law, jurisdiction and language (additional to Paragraph 39 of the Barclays Wealth Terms)

- 18.1 The Agreement and our relationship with you will be governed by and construed in accordance with English law. The Agreement is supplied in the English language and all communication between you and us will be in English.
- 18.2 The Courts of England (subject to Paragraph 39.3) have exclusive jurisdiction to settle any dispute arising in connection with the Agreement including its creation, validity, effect, interpretation or performance and for such purposes the parties irrevocably submit to the jurisdiction of the English courts.
- 18.3 Paragraph 18.2 is for our benefit alone. We retain the right to bring proceedings against you in our absolute discretion in the courts of any other country which may have jurisdiction to whose jurisdiction you irrevocably submit.
- 18.4 You agree to the service of legal process or any other documents in connection with proceedings in any court by the registered mailing of copies to your last address shown in our records or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted.
- 18.5 To the extent there is any conflict between the Agreement and our duties under any applicable laws from time to time (including the rules and regulations of the London Stock Exchange and the FSA) we will be permitted to act in such manner as we reasonably consider necessary to comply with those laws and will not be treated as having breached the Agreement as a result.

19. Third Party Rights (additional to Paragraph 41 of the Barclays Wealth Terms)

19.1 A person who is not a party to the Agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of its terms.

20. The Direct Debit Guarantee

- 20.1 The Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change under the Direct Debit, we will notify you within 14 business days in advance of your account being debited or as we otherwise agree with you.
- 20.2 If an error is made by us or your Bank or Building Society, the Guarantee means that you are guaranteed a full immediate refund from your branch of the amount paid.
- 20.3 You can cancel your Direct Debit at any time by writing to your Bank or Building Society. You should also forward a copy of this letter to us for our records.

We are committed to providing equal access to our services for all customers with disabilities. Full details of Barclays services and facilities can be found in our brochure “Disabled customers – making our services available”. All of our literature can be provided in Braille, large print or audio tape on request, within a reasonable timescale, by calling 0845 601 7788* (via TextDirect if appropriate).

* Lines are open (excluding bank holidays) from 7:30am to 8:30pm Monday to Thursday, from 7:30am to 6:00pm Friday and from 9:00am to 2:00pm Saturday. Calls made to 0845 numbers will cost no more than 4p per minute, plus 6p call set-up fee (current as at November 2007) for BT residential customers. The price on non-BT phone lines may be different. If calling from outside the UK, please call +44 141 352 3909. Calls may be recorded to monitor the quality of our service, to check instructions and for security purposes.

Barclays Stockbrokers is the group name for the businesses of: Barclays Stockbrokers Limited, a member of the London Stock Exchange and PLUS; Registered No. 1986161. Barclays Sharedealing, Registered No. 2092410; and Barclays Bank Trust Company Limited, Registered No. 920880. All companies are registered in England and the registered address is: 1 Churchill Place, London E14 5HP. All companies are authorised and regulated by the Financial Services Authority.