

# BT dividend investment plan

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**This booklet is important.** If you have any doubt about the action you should take, please consult your financial adviser.

The value of shares and the income from them can fall as well as rise and you may not recover the amount of money you invest. You should not regard any of the information in this booklet as a recommendation to buy or hold BT shares. We would not recommend the BT dividend investment plan as suitable for a shareholding of 350 or less.

**This booklet sets out the terms and conditions of the BT Group plc dividend investment plan. Please read it carefully and keep it for future reference.**

# 1

## What is the BT dividend investment plan?

The dividend investment plan (the “plan”) gives you the opportunity to use the cash dividends on your shares in BT Group plc (“BT”) to buy more BT shares. We have arranged for the dividends of all shareholders who have joined the plan to be pooled and used to buy BT shares. You will receive as many whole shares as can be bought with your dividend, taking into account the costs of the plan (please see question 5).

If, before you receive this booklet, you have sold or transferred all your BT shares, you will not be able to join the plan. Please pass this booklet to the person who handled the sale or transfer of your shares.

**If you wish to receive dividends in cash you need take no further action and may disregard the rest of this booklet.**

# 2

## Who can join the plan?

All BT shareholders resident in the UK can join the plan. However, **BT considers that this plan is not generally appropriate for shareholders with less than 350 shares** in view of the small number of additional shares to be acquired with the dividends. For details regarding overseas shareholders, please see question 9.

The plan is also open to participants in BT Group EasyShare (“EasyShare”). For further details, see question 12.

# 3

## How do I join the plan?

There are three ways to join the plan:

**a** you can call the BT Shareholder Helpline on Freephone **0808 100 4141**;

**b** complete and return the form enclosed with this booklet (if applicable); or

**c** you can obtain a form online at **[www.bt.com/dip](http://www.bt.com/dip)**

You will need your shareholder reference number (shown on your tax voucher or share certificate) for the telephone and internet options.

Once you have joined the plan, your election will remain in force until cancelled by you or until the plan is terminated or suspended. For further details, please see questions 15 and 16. If you have more than one holding of BT shares, please see question 11.

Elections must be received by the plan administrator, Equiniti Financial Services Limited (Equiniti FS), before the record date relating to a dividend, to apply to both that particular dividend and subsequent dividends. Elections received after that date will apply only to subsequent dividends.

The record date is announced each time a dividend is declared and falls approximately four weeks before the date the dividend is paid.

# 4

## How many shares will I receive?

The number of shares you will receive for each dividend will depend on:

- a the amount of your cash dividend, which is based on the number of shares you hold at the dividend record date;
- b the amount of any cash balance brought forward from previous dividends;
- c the price at which the shares are bought; and
- d the dealing costs and stamp duty reserve tax for the purchase of the shares (for further details please see question 5).

You will receive the maximum whole number of shares which can be bought on your behalf. Any balance will be carried forward (see question 6).

# 5

## What are the costs of the plan?

To cover the costs of buying shares on your behalf and running the plan, you will be charged 0.5% of the amount actually used to buy shares for you, with a minimum of £1.50. You will also have to pay stamp duty reserve tax, currently at the rate of 0.5% of the value of the shares bought.

The total of these two costs will be added to the amount of money used to buy shares. If the sum to be invested, including these costs, is not enough to buy one share, no costs will be charged to you and the whole of your dividend will be carried forward.

# 6

## What happens to any cash balance?

Any cash balance remaining after buying the shares and dealing costs, or any cash dividend which is not enough to buy one share, will be carried forward without interest and added to your next dividend.

If you cancel your election, or if the plan is terminated or suspended, any cash balance of £5 or more will be returned to you. Any cash balance will also be repaid if you sell or transfer your entire holding of BT shares, or (where you are a sole shareholder) on your death, bankruptcy, liquidation or mental incapacity. Cash balances of less than £5 will be paid to charity unless you specifically request otherwise. Any repayments will normally be made within three months after the events listed above. Please see question 15 for further details.

# 7

## How will I know how many shares I have received?

Equiniti FS will send you a statement showing the number of shares bought for you, the price at which the shares were bought, the costs of the purchase and the cash balance, if any, to be carried forward and added to the next dividend.

If the amount of your dividend and any cash balance brought forward is not enough, after taking costs into account, to buy at least one share, you will receive a statement showing the cash balance carried forward to the next dividend.

For tax purposes you are treated as if you had received the whole of your dividend in cash and bought BT shares yourself.

A tax voucher covering the whole amount of the dividend invested in the plan will be attached to the statement. For further details about tax, see the terms and conditions on page 8.

# 8

## When will I receive my shares?

You will receive a share certificate, unless your shares are held in the CREST system, in which case the shares will be credited to your CREST account. Equiniti FS will send you the purchase statement, dividend tax voucher and, where applicable, a share certificate, no later than the first working day after they receive written confirmation that the purchase has been made. Your new shares will qualify for future dividends in the normal way which will also be invested.

If you also hold shares through EasyShare please see question 12

# 9

## Can overseas shareholders join the plan?

Due to the securities regulations in the USA, Canada and Japan, the plan is not open to shareholders with addresses in those countries. Accordingly, they will continue to receive their dividends in cash.

JPMorgan Chase Bank ("JPMorgan") offers a direct purchase plan for holders of BT American Depositary Shares ("ADSs") which includes dividend reinvestment. For further details, please contact JPMorgan at the address shown on page 7.

Shareholders who are subject to regulations of overseas countries other than the USA, Canada and Japan, should consult their independent advisers if they are not sure whether they are permitted under local law to receive shares instead of cash dividends, or whether their participation in the plan would require BT or Equiniti FS to comply with governmental or regulatory procedures or similar formalities.

# 10

## **Can I complete a form for part of my holding?**

You can only join the plan in respect of all the shares that you hold. However, Equiniti FS may, at their discretion, and with BT's agreement, permit a shareholder to join the plan in respect of part of a holding if that shareholder is holding shares on behalf of more than one beneficial owner.

# 11

## **What if I have more than one shareholding?**

If you have more than one holding of shares (other than a holding in EasyShare), you will need to complete a separate election form for each one, unless you ask Equiniti FS to combine your holdings. You cannot, however, combine a sole shareholding with a joint shareholding.

# 12

## **Can participants in EasyShare join the plan?**

If you have shares in EasyShare, any election you make will apply to all your shares (ie any held in your own name or in EasyShare).

The extra shares bought for you will be added to your EasyShare account.

# 13

## What are the tax effects of joining the plan?

A summary of the income tax and capital gains tax position for UK shareholders is set out in the terms and conditions on page 8. If you are not sure how your tax position will be affected, you should consult an independent adviser before making a decision about joining the plan.

# 14

## What happens if my shareholding changes?

Your election applies to all your shares.

If you sell or transfer some of your shares, acquire additional shares, or your shares are transferred into or out of your EasyShare account, your election will continue to apply to the whole of your shareholding at the relevant record date, so long as the name and address details for any additional holding are the same as those in which you already hold shares on the register.

# 15

## Can I leave the plan?

You can leave the plan at any time by notifying Equiniti FS. They must receive your notice before the record date for a particular dividend if you wish the notice to apply for that dividend. Otherwise, your notice will apply only to subsequent dividends.

If Equiniti FS receive notice of a shareholder's death, bankruptcy, liquidation or mental incapacity, participation in the plan will cease with immediate effect. However, if the shares are held jointly, the plan will continue for the remaining joint shareholder(s).

Before joining the plan, you may have had instructions in force to pay your cash dividends directly to a bank or building society account. When you leave the plan, your cash dividends will revert to being paid in accordance with those instructions. You must advise Equiniti FS if there have been any changes to your account details in the interim.

If you are joining the plan for the first time and are an individual shareholder who is acting for purposes outside your trade, business or profession, you have a statutory right to cancel your plan within 14 days of your instructions to participate in the plan being received by Equiniti FS, by giving them notice in writing.

# 16

## Can the plan be amended or terminated?

Equiniti FS, with BT's agreement, can amend, suspend or terminate the plan at any time by giving notice to all participants. If the plan is amended, notice will be given in sufficient time to allow you to leave the plan, if you wish, before the following dividend payment date.

If the plan is suspended or terminated, you will receive repayment of your cash balance (if applicable) within three months after the suspension or termination, and cash dividends on subsequent dividend payment dates.

# 17

## What do I do if I have any further questions?

Please contact Equiniti FS at:

Freefone **0808 100 4141**  
(+44 121 415 7178 from outside the UK)

A textphone service is available on **0870 600 3950**

Equiniti (2450)  
Aspect House  
Spencer Road  
Lancing  
West Sussex  
BN99 6DA

Email [bt@equiniti.com](mailto:bt@equiniti.com)

Equiniti Financial Services Limited, which is authorised and regulated by the Financial Services Authority, administers the dividend investment plan. Please contact Equiniti FS if you have any enquiries about your BT shareholding, including queries concerning the following matters:

- change of name or address
- loss of share certificate, dividend warrant or tax voucher
- change or notification of dividend mandate details or request for a mandate form
- dividend investment plan, including election forms and cancellation notices
- transfer of shares
- number of shares held.



When you contact Equiniti FS, please quote your full name, address, daytime telephone number and the account number shown on your share certificate(s).

### Other formats

If you need this booklet in another format please call Equiniti FS to discuss.

### Equiniti Shareview

You can look up details of your holding via the internet at [www.shareview.co.uk](http://www.shareview.co.uk)  
To register for this free service, please go to [www.bt.com/signup](http://www.bt.com/signup)

### JPMorgan Chase Bank

JPMorgan Chase Bank  
(JPMorgan ADR Service Center)  
P.O. Box 358409  
Pittsburg, PA  
15252-8409  
USA

[www.adr.com](http://www.adr.com)

Tel 1-800-634-8366 (toll free in the USA and Canada) or

Tel 1-201-680-6630 (from outside the USA and Canada)

Or send an e-mail to [jpmorganadr@mellon.com](mailto:jpmorganadr@mellon.com)

# Terms and conditions from 11 February 2010

Your Plan is provided by Equiniti Financial Services Limited, which is authorised and regulated by the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS, and is on the FSA register under reference 468631. The main business of Equiniti Financial Services Limited is investment and general insurance services. Our registered office is in the UK at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. We are registered in England and Wales, with number 06208699.

## 1. About the agreement between us

Once we accept your instruction to take part in the Plan, this booklet, these terms and conditions and your instruction will together constitute a binding agreement between you and us. Under the agreement, we will:

- collect the dividends paid on your shares in the Plan
- use your dividends to buy additional shares for you
- send you a detailed statement following each dividend showing details of the purchase.

This is an execution only service. We will carry out your instructions to buy shares. We will not offer or give any advice on the merits of your instructions or purchases. We will not assess the suitability of purchases made for you or other services provided under the Plan and you do not benefit from the rules of the Financial Services Authority on assessing suitability.

## 2. Definitions

Under the agreement between us, the following words have particular meanings:

- BT means BT Group plc
- Plan means this dividend investment plan
- you, your means
  - the personal investor or corporate body who signs the application form
- or
  - if more than one person signs, the joint holders jointly and severally and/or
  - your personal representatives
- we, our, us means Equiniti Financial Services Limited. It also includes any company to which we may transfer our rights and obligations in accordance with paragraph 14
- the Equiniti Group means Equiniti Financial Services Limited, its subsidiaries and parent companies and any subsidiary of any of its parent companies
- shares means ordinary shares in BT
- FSA and FSA rules mean respectively, the Financial Services Authority and the rules made by the FSA, amended from time to time

## 3. Eligibility to join the Plan

The decision to take part in the Plan is your responsibility.

You may participate in the Plan unless:

- you have a registered address in Japan, or
- you are a North American person

Here, a North American person means:

- any citizen or resident of the USA or Canada, including the estate of any such person, or
- any corporation, partnership or other body created in or organised under the laws of the USA or Canada, or any political subdivision of either country, or
- any estate or trust whose income, regardless of its source, is subject to US federal or Canadian income tax.

References here to the USA or Canada include their territories, possessions and all areas subject to their jurisdiction.

If you are a citizen or resident of an overseas country other than Japan, the USA or Canada, you may take part in the Plan provided you are not subject to regulations that would oblige us or BT to comply with any government or regulatory procedures or similar formalities. You are responsible for making sure you can validly take part and for complying with all necessary formalities. You should consult a professional adviser if you are in any doubt about whether:

- you need any government consents or to observe any other formalities, or
- you are prohibited from receiving shares instead of cash dividends.

## 4. Joining the Plan

Applications to join the Plan must reach us by the published record date for any particular dividend in order for your instructions to apply to the next dividend and then for subsequent dividends. Applications that miss the deadline will only be eligible for subsequent dividends.

We do not usually acknowledge receipt of applications.

We have the right to refuse an application. If your application is incomplete or incorrect and we are unable to get it corrected, we may have to return it without carrying out your instructions.

Once you join the Plan, all future dividends paid by BT will automatically be reinvested for you through the purchase of additional shares until either you leave the Plan or we suspend or terminate the Plan.

## 5. Tax position

This is a summary of your tax position under current UK law and HM Revenue and Customs practice.

**Please remember:**

- this is only an outline of the tax position, not a comprehensive picture – your own tax treatment will depend on your individual circumstances
- it only covers the tax position for a shareholder resident in the UK
- the law and rules on tax can change from time to time
- you are responsible for paying any taxes attributable to your taking part in the Plan, including (but without being limited to) income tax and capital gains tax
- we are not liable for any taxes attributable to your taking part in the Plan
- we cannot give you financial or tax advice. If you have questions or uncertainties, we strongly recommend you consult an authorised financial adviser.

**Income tax**

An individual shareholder is treated as having paid income tax at the dividend ordinary rate of 10%. This is called the tax credit. If you pay income tax at the starting or at the basic rate, you will have no further tax to pay on the dividends. If you are a higher rate taxpayer, you will have a further liability for tax. You cannot reclaim the tax credit.

**Capital gains tax**

To calculate your gain or loss for capital gains tax purposes when shares are sold, the base cost of shares bought on your behalf will be their purchase price, including the dealing charge and stamp duty.

**6. Share purchases**

**6.1** The share purchases under the Plan will be transmitted by us to one of our approved entities for execution. There are currently more than ten approved entities and all of them have been selected by us because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of order and the market conditions involved. In particular, these entities will treat price and costs (total consideration) as the most important factors when dealing with or executing share purchases, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant considerations.

These approved entities will normally execute share purchases on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous. We will monitor the performance of these entities and periodically review our internal arrangements and policies for dealing with share purchases under the Plan with a view to achieving the best possible result for you. Further information about these internal arrangements and policies (including a full list of our approved entities) is available on request.

Share purchases made on your behalf may be aggregated with share purchases made for other participants in the Plan, and this may work to your disadvantage in relation to a particular order, compared with the price you would have paid if your purchase had been made on its own.

For all participants, shares may be bought in separate transactions and on different days, if need be. If it is necessary to buy shares at different prices, we will calculate an average price for all of them.

You will receive the maximum whole number of shares it is possible to buy for you using your cash dividend plus any cash balance from previous dividend payments minus the charges described in this booklet.

Shares will be bought for you as soon as practicable on or after the dividend payment date.

The shares bought for you under the Plan will be registered in your name and you will be sent a share certificate unless:

- your shares are held in the CREST system. In this case, the shares will be credited to your CREST account
- or
- your shareholding is not registered in your own name but is held on your behalf (for instance, through EasyShare). In this case, the arrangements for share issues will depend on the terms and conditions of that service.

We will send you a statement with full details of the share purchase no later than the first working day after we receive written confirmation that the purchase has been made. If applicable, we will also send you a share certificate.

**6.2** Very occasionally, we may decide that, due to market conditions following a particular dividend, we are not able to purchase shares for you under the Plan within a reasonable time. In that case, we may forward the amount of the dividend to you in cash. Alternatively, if the entity used by us to make the purchase recommends that it be given more time to complete the order, we may allow this.

**7. Cash balances**

Any cash balance that remains after shares have been bought for you, less charges, or any dividend money that is too little to buy one whole share will be held by us until its investment or return.

You will not be paid interest on cash balances. We will keep any interest earned or any equivalent fee that the bank in question pays us.

All cash balances will be held by us as client money under the FSA rules and as follows:

- We will deposit the cash in the UK with an authorised bank.
- The bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right.

- We will not, however, be responsible for any acts or omissions of the bank
- If the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.

If you leave the Plan or the Plan comes to an end, any cash balance of £5 or more will be returned to you. Unless you ask us not to do so, cash balances under £5 will be paid to ShareGift, registered charity number 1052686.

If we are holding cash, whether client money or not, we may withdraw the cash and apply it towards paying fees, charges, and other sums due to us by you in connection with the Plan.

## 8. 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.

## 9. Full and partial reinvestment

Usually you must participate in the Plan for all the shares in your account. Any application to participate in the Plan will also apply to shares in your EasyShare account. But, if your shares are held for more than one beneficial owner, we may at our discretion and with BT's agreement allow you to reinvest the cash dividend on only part of your shareholding.

## 10. Partial sales and transfers of shares

If you sell or transfer some of your shares, your instructions will go on applying to your remaining shares.

## 11. The Plan charges

**11.1** We will be entitled to the fees and charges set out in this booklet. We may review the amount and structure of the charges from time to time. We will give you 30 days' notice in writing before any change to the Plan's fees or charges comes into effect.

Charges, tax and any other duties will be deducted from the transaction. If the money to be invested, less any fees and charges, is too little to buy one whole share, no purchase will be made and you will not be charged. Any cash balance will be held by us until its investment or return.

**11.2** In addition to the charges outlined above, we receive fees from BT. BT sponsors this service so that shareholders can benefit from the reduced charges available for bulk purchases, resulting from a number of shareholders' purchase instructions being dealt together. The fees are negotiated regularly with BT, with the actual charge made to BT reflecting the size, complexity and value of a particular scheme and our overall relationship with BT. More information about these fees is available on request.

## 12. Cancelling or leaving the Plan

If you are joining the Plan for the first time and are an individual shareholder who is acting for purposes outside your trade, business or profession, you have a right to cancel the Plan within 14 days of joining by sending us a letter stating that you wish to exercise your right to cancel. This must reach us within 14 days of your instruction to participate in the Plan reaching us.

Outside the cancellation period, you may leave the Plan at any time by sending us a letter stating that you no longer wish to participate.

If you do not want the Plan to apply to your next dividend, your letter must reach us by the published dividend record date. If we receive your instruction after the record date, we will apply it to the next dividend.

Cancelling or leaving the Plan will not prevent the completion of any transactions already under way. The normal charges will be made for these transactions.

Unless you tell us otherwise, any existing instruction you've given us to pay your cash dividends to a bank, building society or third party will carry on.

If we receive notification of a shareholder's death, mental incapacity, bankruptcy or liquidation, that shareholder's participation in the Plan will end for all future dividends – and, if we receive the notification before the next dividend record date, this will include the next dividend. If, however, the relevant shares are held in the name of more than one person, and after the event the shares are held by the other joint shareholder/s, then the Plan will continue to apply in relation to the shares.

## 13. If we terminate the Plan

We may, with BT's agreement, suspend or terminate the Plan at any time. If this happens:

- you will be notified by letter
- you will receive the next cash dividend paid by BT on, or as soon as practicable after, the dividend payment date
- the completion of transactions already under way will not be affected.

## 14. Assigning the agreement

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 the other company has undertaken to carry out. We shall satisfy ourselves that the company is competent to carry out those functions and duties transferred and is authorised to do so by the FSA, if 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.

Remember, however, that you have a right to end this agreement at any time by following the procedure set out in paragraph 12. No charge is payable by you when you leave the Plan.

## 15. Our policy on conflicts of interest

**15.1** 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. 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.

**15.2** 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.

**15.3** You will find full details of our Conflicts Policy on our website at [www.shareview.co.uk](http://www.shareview.co.uk), or you are welcome to contact us and ask us for a printed copy.

At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with paragraph 15.1 above.

## 16. 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.

## 17. FSA regulatory classification

You will be classified for the purposes of the FSA rules as a retail client. If, however, you would otherwise be an eligible counterparty or a professional client, you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see paragraph 21 of these terms and conditions.

## 18. Communications between you and us

Any agreement made between you and us under these terms and conditions will be in the English language. We will always communicate with you in English.

Please address all letters, instructions, notices and other documents for us to:

Share Dividend Team, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA.

Until your communication actually reaches us at this address, we will not be able to treat it as officially received, nor to act on it.

You must give us any instructions in writing. We may sometimes be able to accept instructions by fax, email, telephone or online, but in this case, we may require you to confirm your instructions in writing before we go ahead and act on them.

We will send all statements, notices and other documents by post to the sole or first-named joint holder. If the sole or first-named joint holder has given us an email address:

- we will have a discretion to send any statements, notices or other documents to you via that email address; and
- by sending to that email address a link to our website, we will have a discretion to use that website to provide to you (together with other participants in the Plan), statements, notices, general information or documents relevant to these terms and conditions in the future. For example, we may use the website to advise you of updates or amendments to these terms and conditions, or new fees and charges, rather than having to send this type of information to you (and all other participants in the Plan) individually by post or email.

If you provide us with an email address but subsequently decide that you do not want us to communicate with you by email or using a website, please send us a letter in the post stating this and we will resume using the last postal address we have for you.

Everything we send to you is at your own risk. If you need documents to be reissued or altered, there may be a fee to pay.

## 19. Protecting your personal data

**19.1** You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti database. These details may include:

- information that you or your agents give us on application forms, in letters, via electronic messages or over the phone
- what we know from providing you with this Plan and analysing the transactions you carry out through us
- information that comes to us from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges
- information we receive from our client companies or their agents.

We may store, use and process your personal information in order to:

- assess your application to participate in this service
- provide you with services
- identify other products and services that might be suitable for you
- keep our records about you up to date
- check your identity
- prevent and detect fraud and/or money laundering
- recover debts, and
- carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.

**19.2** 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](http://www.shareview.co.uk/clients/optout) or calling **0870 607 0636**.

**19.3** 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, do not hesitate to let us know so that we can correct it.

**19.4** 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 19.1 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 BT 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 14 of these terms and conditions.

**19.5** 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.

**19.6** 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 have given us, or in paying you the proceeds of a sale or sending out your share certificate/s, 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.

**19.7** 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.

## **20. Changing the Plan and/or these terms and conditions**

The operation of the Plan is at our discretion. We may amend these terms and conditions to:

- comply with legal, tax or regulatory requirements
- correct errors, omissions, inaccuracies or ambiguities
- take account of any corporate reorganisations within our group of companies
- reflect a change in market conditions or the overall cost of providing the Plan to our customers
- reflect a change in technology to cover a development or change in the Plan or in the facilities we provide
- reflect developments in market practices
- reflect the terms and conditions on which the new provider offers a similar plan, in accordance with paragraph 14, or the computer systems the new provider will use to provide the Plan
- reflect any other valid reason.

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.

## **21. 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, PO Box 4608, Worthing,  
West Sussex BN99 6NZ.

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 to voice your concerns** has more details about our complaints procedure. You are 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 £30,000 and for 90% of the next £20,000, so the maximum compensation is £48,000.

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](http://www.fscs.org.uk)**
- write to them at FSCS, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

For more on the classification of shareholders for regulatory purposes, please see paragraph 17 of these terms and conditions.

## 22. Our liability

Nothing in these terms and conditions will exclude us from:

- any liability caused by our fraud, wilful default or negligence or
- any liability that the FSA rules say cannot be excluded.

To the extent that the FSA rules make us liable for something, this agreement will be deemed to say so explicitly.

The amount of 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 following:

- the amount or total amount of the dividend relevant to your claim (for example, where your claim relates to two dividends, this refers to the total amount of these two dividends) plus
- interest at 2% above the Bank of England base rate, starting from when the claim arises up until the point when we pay our liability amount.

We will not be responsible for the following:

- anything done or not done by BT
- acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order about which we have not been notified
- forged or fraudulent instructions. We will be entitled to treat instructions that purport to be from you as genuine, unless it ought to be obvious to anyone that they are not
- any losses, costs, damages or expenses you suffer that result from industrial action or any cause beyond our reasonable control including, but not limited to, any shortfall in the performance of our obligations because of malfunction or failure of any telecoms or computer service, electronic payment system or CREST or because of the circumstances contemplated by paragraph 6.2 (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.

We may do, or stop doing, anything where, in our reasonable opinion, that is necessary to comply with any laws, rules, regulations or the requirements of any regulatory or other body that are binding on us.