

5 YEAR FIXED RATE BOND

May 2009 Edition

4% Gross/AER

Limited offer closes 5 June 2009

Contents

3	Why Barclays Wealth?
4	Opportunity for a competitive rate of interest
5	The 5 Year Fixed Rate Bond – May 2009 Edition - the detail
7	A few considerations
8	How to deposit
9	Further information
12	The 5 Year Fixed Rate Bond - May 2009 Edition - summary
13	Terms and conditions
21	Schedule

This Bond is being offered on a strictly limited basis and may close earlier than 5 June 2009. Applications will be accepted on a first come first served basis and in the event of oversubscription applications could be rejected. Unfulfilled applications together with your cheque will be return to you but this could take up to 7 days.

Why Barclays Wealth?

Barclays Wealth is the UK's leading wealth manager with a reputation for delivering world-class product, innovative solutions and outstanding service.

Barclays Wealth is part of the Barclays Group, a major global financial services provider. With over 300 years of history and expertise in banking, Barclays operates in more than 50 countries; transferring, lending, investing and protecting money for over 27 million customers and clients worldwide.

About Woolwich Plan Managers

Woolwich Plan Managers Limited is responsible for the management of the Bond. It is a wholly owned subsidiary in the Barclays Group and is authorised and regulated by the Financial Services Authority. A successful application for the Bond would be a contractual agreement with Woolwich Plan Managers Limited to effect on your behalf a deposit from Barclays Bank PLC. No relationship with any other member of the Barclays Group will exist.

To gain a full understanding of the 5 Year Fixed Rate Bond it is important that you read this brochure carefully, including the Terms and Conditions, and consult your financial adviser to ensure the Bond suits your requirements and overall savings and investment planning. Remember, the information in this brochure does not constitute tax, legal or investment advice and Woolwich Plan Managers Limited has given you no advice.

Opportunity for a competitive rate of interest

Against a backdrop of quantitative easing and falling interest rates, investors are finding it increasingly difficult to secure attractive returns from their respective savings and deposits accounts¹.

However for those prepared to commit funds over a medium/longer term, the rates of return can be considerably higher than those offered by traditional instant access accounts. This is where our new 5 Year Fixed Rate Bond merits strong consideration. For those prepared to commit their money for a five year period, this new bond rewards investors with a return of 4% gross p.a./AER². What is more, the Bond offers a 'roll-up' option which simply means that you can chose to defer interest payments, through to maturity.

¹ On 5 March 2009, the Bank of England reduced the official Bank Base Rate to 0.5%.

² AER means annual equivalent interest rate and illustrates the interest rate if interest was paid and compounded each year. Gross is the interest without deduction of tax.

The 5 Year Fixed Rate Bond - the detail

An overview

The 5 Year Fixed Rate Bond is a deposit with a term of 5 years. Depositors have the option to receive regular interest payments of 4% gross p.a./AER, paid annually in arrears (Annual interest option) or defer payments and receive one amount equal to 22% gross (equivalent to 4% AER) at the end of the term (Deferred interest option).

- The Bond is issued by Barclays Bank PLC.
- The minimum deposit into the Bond is £10,000.
- The Bond will mature on 12 June 2014, with proceeds being returned within 5 business days.
- Where interest is paid annually, the first payment will be made on 12 June 2010 and then annually thereafter until maturity.
- Withdrawal of funds before maturity is allowed but if you do withdraw early, then you may get back less than you originally deposited.

Tax

For individuals, interest will be subject to tax at your marginal rate in the year of receipt, with credit from HM Revenue & Customs for tax deducted at source. Tax will be deducted at source at the lower rate (currently 20%) unless you submit a valid declaration on HM Revenue & Customs' R85 form. Higher-rate tax payers will have to pay additional tax at a current rate of 20% normally via their annual tax assessment.

Levels and bases of taxation, and reliefs from taxation, are subject to Government legislation and may change, possibly during the term of the Bond. They will also depend on your particular circumstances. All references to taxation are to UK taxation, and are based on our current understanding of UK laws and HM Revenue & Customs practice.

What you can expect to receive

The table below provides examples of what you could expect to receive throughout the term, based on alternative levels of investment.

Amount deposited	Annual interest option		Deferred interest option	
	Gross interest	Net payment made (net of 20% tax)	Gross interest	Net payment made (net of 20% tax)
£10,000	£400	£320	£2,200	£1,760
£20,000	£800	£640	£4,400	£3,520
£30,000	£1,200	£960	£6,600	£5,280
£50,000	£2,000	£1,600	£11,000	£8,800
£100,000	£4,000	£3,200	£22,000	£17,600
£250,000	£10,000	£8,000	£55,000	£44,000
£500,000	£20,000	£16,000	£110,000	£88,000

Three important points to note:

1. The Bond is designed for those who can leave their capital deposited for the full five year term. Should you wish to withdraw early you may get back less than you originally deposited. Please refer to the example on page 9.
2. Repayment of your capital is guaranteed at maturity. Please note that this guarantee refers only to the obligation of Barclays Bank PLC to repay your capital in full and any return. The Bond is not guaranteed by any third party.
3. Remember, whatever you get back at the end of the term, inflation during the term will have reduced its value.

A few considerations

To help you decide if the 5 Year Fixed Rate Bond is right for you, here is a summary of some key points you should think about. If you are in any doubt about its suitability, please consult your financial adviser.

Yes, I am happy to deposit in the Bond because:

- I want to know that my original deposit will be repaid at maturity
- I am unlikely to need access to my money
- I am prepared to commit my money for the full term in exchange for receiving a competitive rate of return
- I have a minimum of £10,000 to deposit

No, this Bond probably isn't right for me because:

- I may need to withdraw my money before the end of the term and cannot risk getting back less than I deposited
- I am a regular saver and prefer to be able to add to my deposit from time to time
- I want to receive my payments more frequently than the annual rate currently offered by the bond.
- I have less than £10,000 to deposit
- I do not want to commit my deposit for five years when rates of interest offered might rise during the term.

How to deposit

Depositing in the Bond couldn't be easier

Simply read the brochure, including the Terms and Conditions, then complete the application form and return it to the address provided before the closing date.

You can deposit in the following ways:

Both individual and joint applications are accepted, subjected to a minimum of £10,000.

Self Invested Personal Pensions and Small Self Administered Scheme (SSAS), (minimum £10,000) pension arrangements are accepted. However you should seek advice as to whether the specific terms of your arrangement permit deposits of this type.

Trustee, Corporate and Charity applications are also accepted.

You have a choice of payment methods

You can elect to pay by either:

- Cheque. Please make your cheque payable to 'Barclays Investment Plans'.
- Any valid Switch, Delta, Solo or Maestro debit card (online only)
- Direct payment from a Barclays Bank current account

Please ensure you complete only ONE of the above options on the relevant section of the Application Form.

Application deadlines

All applications must be received by Woolwich Plan Managers, at the correct address before 5pm on 5 June 2009.

Keeping in touch with the progress of your deposit

We will acknowledge in writing your application to open a Bond on the business day following receipt of your application. We will provide you with statements twice a year, as at the end of June and December.

Further information

Can I change my mind?

Yes. You can change your mind within 14 days of the day following the date on which we open your Bond. An application confirmation will be sent out the business day following receipt of your completed application. If you decide that you do not want the Bond you must send your written letter of cancellation (or return the cancellation form) within 14 days of the day following the date on which we open your Bond to:

Woolwich Plan Managers

P.O. Box 9283, Brentwood, Essex,
CM14 9AQ.

Telephone 0800 234 6021

Following receipt of your request to cancel we will issue you with a full refund (this can take up to 30 days).

What happens when the Bond matures?

Approximately six weeks before the maturity date of the Bond, we will write to you to confirm the options available to you. So please make sure you write and tell us if your address changes.

What commission is earned by your financial adviser?

Barclays Bank PLC will pay a commission for the arrangement of this Bond. This will equate to 2.5% of your deposit and based on a deposit of £10,000, the amount of the commission would be £250.

Please note that the commission is already allowed for within the terms offered by the Bond. This means that no deductions will be taken from the amount you deposit.

Access to your deposit

You should only consider this Bond if you can leave your funds deposited for the full-term. Withdrawals or partial withdrawals from the Bond are permissible. However, if you decide to access some or all of your funds in the Bond before the end of its term you may get back less than you deposited.

The minimum permitted withdrawal is £10,000.

If you wish to make a partial withdrawal from your Bond then you must specify the percentage of your initial deposit that you wish to withdraw. When we receive your withdrawal or partial withdrawal request, Barclays Bank PLC has to end certain related transactions (or a part of them), which we entered into when your Bond was opened. The amount you receive from your withdrawal or partial withdrawal request will be the market value of the related transactions less the cost incurred by Barclays Bank PLC in terminating them. The market value will be dependent on prevailing market conditions including but not limited to interest rates and rates at which Barclays Bank PLC lends to and borrows from other banks.

Neither the market value nor the costs of ending the transaction will be known until we process your withdrawal or partial withdrawal request. If you make a partial withdrawal, the remainder of your investment will continue as if you had deposited that sum from inception of the Bond. For example, if you deposited £20,000 and want to withdraw the value

of 50% of your original deposit, this will reduce your outstanding deposit to £10,000 and any subsequent return will be calculated on your revised deposit amount. The amount you receive back for your early withdrawal may be less than at the time it was originally deposited, particularly during the early years of the deposit.

You may instruct us to make a full or partial withdrawal prior to the 10th Exchange Business Day or last Exchange Business Day in each month of the term.

Probate

If you should die before the proceeds of the Bond are available, your personal representatives should contact us and advise how they wish your Bond to be processed as part of probate/administration.

There will be two options:

- (a) Closing the Bond and having the proceeds paid to your personal representatives. As with any early withdrawal, the amount received is likely to be less than the full amount originally invested.

(b) Transferring the Bond into the name of another person, in either case Woolwich Plan Managers would follow the instructions of your personal representatives.

The cash value of your Bond may form part of your estate for Inheritance Tax purposes.

What compensation arrangements are in place?

In the unlikely event that Woolwich Plan Managers Limited becomes insolvent there are measures in place that may allow you to claim compensation. In this event, you should contact:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Telephone: 0207 8927 300

A statement describing your rights to compensation is available from Woolwich Plan Managers Limited on request.

Additionally the deposit held on your behalf by Woolwich Plan Managers Limited with Barclays Bank PLC, is covered by the Financial Services Compensation Scheme. Each individual depositor is protected up to a maximum of £50,000 compensation of net deposits¹ held with the particular institution.

What if I have a query and/or complaint?

If you want to complain about this product or the service you have received, or have any queries about the Bond, please do so in writing, by post or telephone, to:

Woolwich Plan Managers

PO Box 9283
Brentwood
Essex CM14 9AQ
Telephone: 0800 234 6021

Details of our complaints-handling procedure are available on request from the above contact details.

¹ Loans may be netted off against any deposits you have with the same deposit taker.

The 5 Year Fixed Rate Bond - summary

- Five year deposit
- Repayment of the capital deposited at the end of the term
- Offers an Annual interest option paying a fixed income rate of 4.0% gross per annum/AER over the term or a Deferred interest option where interest is deferred through to maturity when you will receive 22% gross
- You may not get back your initial deposit if you withdraw from the Bond before maturity
- Annual interest is paid in arrears on the 12 June, from 2010 to 2014 (inclusive), payment will reach your designated account within 5 business days
- Interest is taxed at your highest personal rate as income
- The minimum deposit is £10,000
- The Bond is open for subscription until 5 June 2009, although we reserve the right to close it earlier

Terms and Conditions

These Terms and Conditions, together with Your application form, comprise the entire agreement under which We will manage Your Bond.

Introduction

The Bond is provided by Woolwich Plan Managers Limited. Deposits will be held with Barclays Bank PLC. Your Deposit will be recorded and separately identified by the Woolwich Plan Managers Limited.

1. Definitions

In these Terms and Conditions:

'Account Manager' – means Woolwich Plan Managers Limited appointed to manage Your Bond.

'Affiliates' – means any person or entity controlling, controlled by or under common control with such party. For the purposes of this definition, control of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity.

'Barclays Group' – means Barclays Bank PLC and its Affiliates.

'Bond' – is The 5 Year Fixed Rate Bond – May 2009 Edition

'Bond Holder' – means the legal owner of the Bond and person(s) named as applicant(s) on a valid application form.

'Business Day' – means a day on which banks are open for business in London.

'Charges' – has the meaning as set out in the Schedule

'Deposit' – means the capital deposited in the Bond.

'Early Closure Amount' – means the amount You will receive if You close Your Bond (or withdraw a portion of Your Deposit) before the Maturity Date in accordance with Term 8. The Early Closure Amount will not necessarily be as much as You deposited or, if You are making a partial withdrawal, as much as the fraction of Your total deposit that You withdraw; it may be less or more.

When You open the Bond Barclays Bank PLC enters into certain related transactions which help it to provide the payments due to You at the Maturity Date. When You close, or withdraw from the Bond before the Maturity Date, Barclays Bank PLC has to bring these related transactions (or a part of them) to an end. When it does so, it will receive their market value less the costs incurred in ending them and this is the Early Closure Amount that You would receive. The market value will depend on various factors prevailing at that time, for example: interest rates, rates at which Barclays Bank PLC lends to and borrows from other banks and the level of the Index.

Neither the market value nor the costs of ending the transaction will be known until your account is closed or a withdrawal is made.

'Early Withdrawal' – means the withdrawal by You of part of Your Deposit from your Bond prior to the Maturity Date.

'Exchange Business Day' – has the meaning as set out in the Schedule.

'Interest' – has the meaning as set out in the Schedule.

'Maturity Date' – has the meaning as set out in the Schedule

'Offer Period' – has the meaning as set out in the Schedule

'Repayment' – has the meaning as set out in the Schedule.

'Schedule' – means the schedule attached to these Terms and Conditions, the provisions of which are deemed to be incorporated into these Terms and Conditions.

'Term' – means the period commencing on the when We accept your application and ending on the Maturity Date.

'Valuation Dates' – has the meaning as set out in the Schedule.

'We/Us/Our/Ours' – means the Account Manager.

'You/Your/Yours' – means the Bond Holder(s). In these Terms and Conditions unless the context otherwise requires, the singular shall include the plural and vice versa. Headings shall not affect the interpretation of any provisions.

2. Your Bond

- 2.1 We will only accept an application to open an Bond on these Terms and Conditions. We shall consider receipt of Your application form as an instruction from You to open an Bond.
- 2.2 You confirm that the information supplied, and any declarations made, on Your application form are true, accurate and complete. You acknowledge that We may be required to void Your Bond if they are untrue, inaccurate or incomplete, for example in accordance with Our obligations under the applicable law. You will be liable for any costs We incur due to having to void Your Bond under this Term, so long as they are reasonably incurred.
- 2.3 You will provide Us with details of any change of residency or citizenship without delay.
- 2.4 You must provide Us with all information that We may reasonably require in order to carry out Our duties in managing Your Bond.
- 2.5 If We accept Your application, We will open Your Bond on the date which We receive Your Deposit, or if that day is not a Business Day, We will open Your Bond on the next following Business day. If Your Deposit fails to clear by 5pm on 5 June 2009, We will not accept it and We will not open Your Bond.

- 2.6 We do not provide any advice to You in relation to Your Bond. By accepting Your application to open an Bond, We are not confirming that a deposit in the Bond is suitable for You. If You are in any doubt as to whether the Bond is suitable for You, You should seek independent financial advice.
- 2.7 If We receive invalid or unclear instructions from You at any time, We may decline to act on them. If so, We will notify You by post and await Your further instructions.
- 3. Eligibility**
- 3.1 The Bond is available to personal depositors aged 18 years or over (in sole or joint names) and Corporates and Trustees.
- 3.2 If You reside in, are physically present in, or move to a jurisdiction in which We are not appropriately licensed or authorised, We reserve the right to (i) refuse a Deposit or decline to open an Bond or (ii) close Your Bond with immediate effect. If We close Your Bond We shall notify You of this.
- 3.3 This Bond is not available to any US person. A "US person" is
- an individual who is resident in the United States for more than 3 months of any 12 month period;
 - any corporation, partnership or other entity created or organised in, or under the laws of the United States;
 - any estate of which any executor or administrator is a US person;
 - any trust of which any trustee is a US person;
 - any agency or branch or a foreign entity located in the US; or
 - any other person, corporation, partnership, trust, estate or other entity which then is treated as a US person for the purposes of the U.S. Securities laws provided, however, that the term "US person" shall not include any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US person by a dealer or other fiduciary incorporated or resident in the United States.
- 3.4 This product is not available to any person residing in Canada or a Canadian resident company or any other form of Canadian organisation.
- 3.5 This product is not available to any person residing in Sudan, Cuba, Syria, Iran, Iraq, Liberia, North Korea, Nauru or Myanmar (Burma).
- 3.6 We reserve the right generally both to refuse a Deposit or to decline to open an Bond. No applications will be accepted after the Offer Period ends.
- 3.7 The maximum number of joint applicants allowed on a single Bond application is four.
- 4. Deposit Limits**
- The minimum Deposit is £10,000. Additions to the Deposit will not be permitted during the term but You may open additional Bonds during the Offer Period, subject to availability.
- 5. Availability**
- Applications may be submitted during the Offer Period. The Bond is strictly limited and the offer may be withdrawn at any time without notice. Because this offer is a limited issue Your application may not be successful.
- 6. Interest**
- The Interest on the Bond will be as set out in the Schedule.
- 7. Repayment**
- The Bond will be repaid in accordance with the repayment process as set out in the Schedule.
- 8. Early Closure and Withdrawals**
- 8.1 You may instruct us to effect an Early Closure or an Early Withdrawal for You on any Valuation Date. You must notify Us in writing by the close of business on the Exchange Business Day before the next Valuation Date if You wish the closure or withdrawal to take place on that Valuation Date.
- 8.2 Partial transfers or withdrawals from Your Deposit are permitted. If You wish to make a partial withdrawal from Your Bond then You must specify that fraction of Your initial deposit that You wish to withdraw. The minimum amount that You instruct Us to transfer or withdraw must have a value of £10,000. Please note that in such circumstances, You would only receive the Early Closure Amount. If You make a partial withdrawal, the remainder of Your investment will continue as if You had deposited that sum at inception of the Bond.
- 8.3 You acknowledge that if You request an Early Closure or an Early Withdrawal:
- You will not be entitled to the Return that would otherwise be payable on Your Bond; and
 - Your Deposit is at risk, the amount You receive may be less than, You originally deposited and less than You would receive if You were to hold Your Bond until the Maturity Date. The amount that You will receive from Your withdrawal request will be the market value of the underlying investment issued by Barclays Bank PLC. The amount that You receive back will be this market value. The market value will be dependent on prevailing market conditions including but not limited to interest rates, rates at which Barclays Bank PLC lends to or borrows from other banks and

the level of the Index. The market value will not be known and cannot be calculated until We process Your withdrawal request.

- 8.4 The cash proceeds arising from any Early Closure or any Early Withdrawal (the Early Closure Amount) will be paid back into Your nominated bank account within five Business Days after the Valuation Date following receipt of Your valid instructions under Term 8.1.
- 8.5 Any proceeds from an Early Closure or Early Withdrawal will only be made payable to You.
- 8.6 Where any amounts due to Your Bond are outstanding at the time We pay the Early Closure Amount, such amounts will, once they are received by us, be paid to You in accordance with Term 8.4.
- 8.7 Early Closure of Your Bond (for whatever reason) will not affect:
 - (a) Any liabilities or obligations of either You or us to the other incurred before the date of closure; and
 - (b) All sums rightfully due from either You or us to the other becoming payable on the date of closure.
- 8.8 Early Closure of Your Bond will not entitle You to any compensation or damages.

9. Documents You will receive

- 9.1 We will acknowledge in writing Your application to open a Bond on the Business Day following receipt of Your completed application. You will also receive Your cancellation notice with the acknowledgement notice (see Term 17).
- 9.2 We will provide You with statements twice a year, as at 30 June and 31 December. These statements will show any changes since the last statement that was sent to You.

10. Joint names and trustees

- 10.1 Where You hold the Bond in joint names, unless You advise Us otherwise, We shall be entitled to accept the signature, instruction or authority of either one of You to operate the Bond. If You wish to make it necessary for all joint depositors to sign in order to operate the Bond, You must make this clear to Us in writing.
- 10.2 We will accept such authority until it is terminated by either of You or by law. If either of You inform Us of a dispute between You, We may treat this information as notice of termination of the authority.
- 10.3 We will require instructions from all trustees or from their successors in which case further documentation may be required.

11. Death

In the event of the death of a personal Bond Holder, the personal representative(s) may close the Bond (after providing such evidence of their authority as We may require) by withdrawing the total Deposit, without notice or penalty. If a joint Bond Holder dies, the Bond may continue in the name of the surviving Bond Holder(s) until the end of the Term. Alternatively, the survivor(s) may close the Bond by withdrawing the Deposit without notice, or penalty. However, please note that if the Bond is closed, You will not receive any Return that would otherwise be payable in relation to the Bond.

12. Insolvency/dissolution

If You are a corporate or trust client and You have been wound up, placed under administration or receivership, dissolved or otherwise, the appointed administrator, receiver, liquidator or other relevant appointee may close the Bond (after providing evidence of such authority as We may require). However please note a penalty may be applied and if the Bond is closed You will not receive any Return that would otherwise be payable in relation to the Bond.

13. General

- 13.1.1 We may change these Terms and Conditions and introduce changes to our services at any time. Changes will be caused by changes in the cost of providing a service to You, predicted changes in legal or other regulatory requirements affecting us, or any system or product development. We will not change the contractual return payable to You during the Term of the Bond.
- 13.1.2 We will give You at least 30 days' advance notice of any changes which are to Your disadvantage. We may introduce changes immediately and advise You within 30 days of the change if we reasonably consider the change is not to Your disadvantage.
- 13.2 No cheque books or passbooks will be issued on the Bond.
- 13.3 Direct Debits and standing orders are not available on the Bond.
- 13.4 The Bank may pay a fee, commission, brokerage or other payment to third parties as a result of Your successful application for the Bond.

14. Assignment

We may at any time without the need for Your prior consent assign or transfer any of Our rights or obligations relating to the Bond, provided that this does not reduce any guarantees to which You may be entitled by law unless You agree otherwise or infringe any regulatory rules which may apply to the Bond. You may not assign or transfer any of Your rights or obligations relating to the Bond to anyone else without Our written consent, which We may not withhold unreasonably.

15. Closure

We may close the Bond with immediate effect if You default under these Terms and Conditions or in circumstances of fraud or suspected fraud. If We close the Bond, We shall notify You that We have done this. We reserve the right to withhold funds until such time that We are satisfied that We can return the Bond proceeds to You.

16. Telephone calls

For security reasons and in order to maintain quality of service, telephone conversations between You and Us may be recorded and/or monitored. *Available between the hours of 9am to 5pm Monday to Friday (UK time). Calls are recorded so that We can monitor the quality of Our service and for security purposes. Calls to 0800 numbers from UK landlines are free, other call costs may vary - please check with Your telecoms provider.

17. Cancellation rights

- 17.1 You have the option to cancel Your Bond within 14 days of the day following the date on which We open Your Bond. An application confirmation and cancellation notice will be sent to You on the Business Day following receipt of Your completed application. In order to cancel, You must post the cancellation notice or signed letter of cancellation to Woolwich Plan Managers Limited., P.O. Box 9283, Brentwood, Essex, CM14 9AQ. If You cancel, You will receive a full refund of Your Deposit. If You do not cancel You will have entered into a legally enforceable contract under which You have agreed to open an Bond.
- 17.2 Any proceeds due to You following any cancellation of Your Bond, shall be paid to You as soon as reasonably practical, and in any event, within 30 days of the date upon which Your cancellation becomes effective.
- 17.3 The relationship between Us and You prior to the opening of Your account will be governed by Isle of Man law.

18. Notices

- 18.1 Unless otherwise stated, any notice, instruction or other communication to be given by Us will be valid if posted to Your correspondence address, as supplied to Us. Communications sent by Us by post will be deemed to be received on the second Business Day after posting unless otherwise stated.
- 18.2 We will only accept instructions or requests from You if they are in writing, sent to the address We have notified to You for that purpose, and accompanied by any other documents We may reasonably require. We will not be bound to act unless the instructions are in Our reasonable opinion, clear and unambiguous. Subject

to Term 18.1 instructions and requests from You will not be treated as received until actually received by Us on a Business Day.

19. Tax

- 19.1 For individuals, unless an HM Revenue & Customs form R85 has been provided to Us entitling You to receive interest gross: (a) interest will be paid net of lower rate income tax and (b) interest earned pursuant to clause 8 will be credited to the Account net of lower rate income tax.
- 19.2 For companies, other corporations and associations, interest earned pursuant to clause 6 will be credited to the Account gross. We reserve the right to change the provisions in this condition if there is a change in tax law or HM Revenue & Customs practice. Please note that it is possible that You will be liable to pay additional taxes or costs that are not paid through, or imposed by Us.
- 19.3 You will provide to Us details of any change of residency or citizenship without delay and also provide any information concerning Your identity or affairs We may from time to time reasonably request.

20. Your information

- 20.1 In order to provide You with products and services We need to collect, use, share and store personal and financial information about You ('Your Information'). This includes information which We: (a) obtain from You or third parties, such as employers, joint account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when You apply for the Bond or any other Barclays Group product or service, or which You or they give to Us at any other time; or (b) learn from the way in which the Bond is administered and managed, from the transactions made such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, transactions in assets, retail services) and from the payments which are made to and from the Bond.
- 20.2 Where You provide personal and financial information about others (such as dependants, other family members and a joint account holder, where applicable) You confirm that You have their consent or are otherwise entitled to provide this information to Us and for it to be used in accordance with these Terms and Conditions.
- 20.3 You authorise Us to process and disclose Your information relating to medical,

- health, lifestyle, ethnic background and criminal offences alleged or otherwise that is provided by You or that We obtain from third parties for the purposes of:
- (a) assessing and identifying products and services;
 - (b) applying for a product of an insurance company/organisation;
 - (c) detecting and preventing crime (including without limitation fraud and money laundering);
 - (d) transferring Your information in accordance with clause 20.10 (f); and
 - (e) otherwise meeting Our obligations under these Terms and Conditions, including but not limited to this clause 20.
- 20.4 We and other companies in the Barclays Group will use Your information to manage Your account(s), give You statements and provide Our services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet Our obligations to any relevant regulatory authority, and to develop and improve Our services to You and other clients and protect Our interests.
- 20.5 We and other members of the Barclays Group may use Your information to inform You by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to You. You may tell Us at any time if You do not wish to receive marketing communications from Us and/or other members of the Barclays Group by writing to Us providing Your full name, address and account details.
- 20.6 We may record or monitor telephone calls for security purposes and so that We can check instructions and make sure that We are meeting Our service standards.
- 20.7 We give Your information to and receive information from credit reference agencies and fraud prevention agencies. We and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes and to make credit assessments. Examples of circumstances when Your information or information relating to Your partner or other members of Your household may be shared include:
- (a) checking details on applications for products and services, and credit and credit-related, or other, facilities;
 - (b) managing credit and credit related accounts or facilities;
 - (c) recovering debt;
 - (d) checking details on proposals and claims for all types of insurance;
- (e) checking details of job applicants and employees; and
 - (f) making enquiries when You ask for any lending products or investment products and to assist in managing Your account.
- 20.8 Information held about You by the credit reference agencies may already be linked to records relating to Your partner or members of Your household where a financial “association” has been created. Any enquiry We make at a credit reference agency may be assessed with reference to any “associated” records. Another person’s record will be “associated” with Yours when:
- (a) You make a joint application;
 - (b) You advise Us of a financial association with another person; or
 - (c) if the credit reference agencies have existing linked or “associate” records. This “association” will be taken into account in all future applications by either or both of You and shall continue until one of You applies to the credit reference agencies and is successful in filing a “disassociation”. We do not give information about savings accounts to credit reference agencies.
- 20.9 Credit reference agencies keep a record of Our enquiries and may record, use and give out information We give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UK and in other countries. Please contact Us if You want to receive details of the relevant fraud prevention agencies.
- 20.10 We may disclose information about You and the management of the Bond to the following, wherever located:
- (a) other companies within the Barclays Group;
 - (b) Our partners, companies and organisations that provide services or assist Us in reviewing Your financial position, to process transactions in the exercise of Our discretion under these Terms and Conditions where applicable or arising from recommendations made by Us to You; for example, to obtain product quotes and recommend and complete a product purchase with a product provider;
 - (c) companies and organisations providing a service to Us or acting as

- Our agents, including, but not limited to, subcontractors (including their agents) and professional advisers, on the understanding that they will keep Your information confidential;
- (d) companies and organisations that assist Us to process transactions under these Terms and Conditions, including, but not limited to, executing trades on an exchange;
 - (e) anyone to whom We may transfer Our rights and/or obligations under these Terms and Conditions;
 - (f) any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses Your information for the same purposes as it was originally supplied to Us and/or used by Us;
 - (g) Your advisers (including, but not limited to, accountants, lawyers or other professional advisers) where authorised by You;
 - (h) Your financial adviser or agent. Where transactions have been carried out through a financial adviser or agent, that person will be deemed to be Your agent to whom full details of Your information under the Bond may be disclosed unless You advise Us to the contrary in writing;
 - (i) any person notified by You as authorised to give instructions or to use the service on Your behalf for the purpose of managing and administering the service provided under the Bond, to the extent reasonably necessary to enable Us to perform the agreement;
 - (j) where the Barclays Group has a duty to do so, or if law or regulation allows Us to do so. In order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing Us to make payments, You agree to this on behalf of yourself and others involved in Your payments.
- 20.11 Where We transfer Your information to a service provider or agent in another country (including, without limitation, countries outside the European Economic Area), We will make sure the service provider or agent agrees to apply the same levels of protection as We are required to apply to Your information and to use Your information in accordance with Our instructions.
- 20.12 We will retain information about You after the termination of the Bond or if Your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention, financial crime and legitimate businesses purposes.
- 20.13 You can ask for a copy of Your information We hold about You by writing to Us. A fee may be charged for this service as permitted by appropriate law or regulation.
- 21. Internet communications**
Internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for unauthorized access by a third party or the corruption of data sent to or by Us. For security, operational and business purposes We may monitor emails received by Us or issued by Us.
- 22. Complaints & compensation**
22.1 If You have a complaint about Your Bond and its operation, You should contact Us by post or by telephone, at: Woolwich Plan Managers Limited, P O, Box 9283, Brentwood, Essex, CM14 9AQ. Telephone 0800-234-6021*.
22.2 Details of Our complaints handling procedures are available on request.
- 23. General Information**
23.1 These conditions are governed by the laws of the England.
23.2 The language in which this Agreement is supplied is English and We will communicate with You in English during the course of this Agreement.
23.3 We may decide not to send documents to You by post if You are in a country where We consider that, for security reasons, there is an unacceptable degree of risk to the integrity of the information in the documents.
- 24. Variation**
24.1 We may change these Terms and Conditions and introduce changes to our services at any time. Changes will be caused by changes in the cost of providing a service to You, predicted changes in legal or other regulatory requirements affecting us, or any system or product development. We will not change the contractual rate of return payable to You during the term of Your Plan.
24.2 We will give You at least 30 days' advance notice of any changes which are to Your disadvantage. We may introduce changes immediately and advise You within 30 days of the change if We reasonably consider the change is not to Your disadvantage.

Schedule

5 Year Fixed Rate Bond - May 2009 Edition

Bond	The 5 Year Fixed Rate Bond – May 2009 Edition, a form of deposit held with Barclays Bank PLC
Offer Period	Until 5th June 2009 at the latest
Maturity Date	12 June 2014
Exchange Business Days	Any day that the London Stock Exchange is open for business
Valuation Dates	The 10th Exchange Business Day and the last Exchange Business Day in each month
Interest	Annual interest option: a fixed return of 4% gross p.a. payable on 12 June 2010 and annually thereafter until the Maturity Date inclusive. Deferred interest option: 22% gross payable on the Maturity Date.
Repayment	The Bond will be available for repayment no later than five business days following the Maturity Date. We will contact You approximately six weeks prior to the Maturity Date to offer You a potential replacement deposit (subject to availability). Should You not choose to take a replacement deposit at the end of the term the funds deposited will be returned to You, inclusive of any return earned (if appropriate), by direct credit into Your nominated account made payable to the Bond Holder within five working days from the Maturity Date.
Charges	All charges are taken into account when the Bond is opened and reflected in the terms of the Bond. Charges are not expected to exceed 3.3% of Your original deposit. This will incorporate management costs, service fees and commissions payable.

This item can be provided in Braille, large print or audio by calling 0800 400 100 (via TextDirect if appropriate).

Lines are open 8am to 8pm UK time Monday to Friday and 9am to 5pm UK time Saturday and UK bank holidays. Calls to 0800 numbers are free if made from a UK landline. Other call costs may vary - please check with your telecoms provider.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries. Woolwich Plan Managers Limited is authorised and regulated by the Financial Services Authority. FSA Number: 183887. Woolwich Plan Managers Limited is registered in England. Registered Number: 3230386. Registered Office: 1 Churchill Place, London E14 5HP.

Correspondence address: PO Box 9283, Brentwood, Essex CM14 9AQ.

Item Ref: ????????, April 2009