

**Centrica plc**  
**FlexiShare Telephone Dealing**  
Terms and Conditions

**Helpline**  
**0845 603 1470** (Lo Call)  
(+44 113 244 2710 from overseas)

Should you require assistance in selling your Centrica shares or would like to discuss any of our other services, please call our helpline on the above number. The helpline is open between the hours of 8:00am and 4:30pm, Monday to Friday.



## Introduction to WH Ireland Limited

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W.H. Ireland is one of the largest independent regional stockbroking houses in the UK and has been in existence for over 100 years. The company now has 13 offices across the UK as well as an Australian subsidiary in Perth. We employ financial industry professionals providing high quality stockbroking, investment management and corporate finance services to a growing client base.

## The WH Ireland Centrica FlexiShare Telephone Dealing Service

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We provide a telephone share dealing facility for Centrica plc shareholders who hold shares in a FlexiShare account. You may sell some or all of the shares held in your account through the WH Ireland telephone share dealing service at a preferential commission rate.

## Charges

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### **Commission**

Commission charges levied on the sale of shares in Centrica plc held in a FlexiShare account are:-

1% on the first £5,000 of sale proceeds  
0.25% on any excess  
Subject to a minimum charge of £30

### **PTM Levy**

A flat £1 levy on transactions over £10,000 in value is payable to the Panel on Take-overs and Merger.

### **Foreign Payments**

Should you require your settlement proceeds to be paid to an overseas bank, any related charges will be deducted from the payment. Please note that there may be a slight delay in crediting your account depending on the time it takes for the receiving bank to process the payment. Please call the helpline for further information

## How to use the service

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Please telephone 0845 603 1470 (+44 113 244 2710 from overseas) and quote the Centrica FlexiShare Telephone Dealing Service. Please have your FlexiShare account number to hand together with your bank account information.

Once we have taken your instructions and sold your shares, a contract note confirming the details of the transaction will be mailed to you, normally within two working days of the sale taking place.

On settlement day, payment of the net proceeds will ordinarily be made via the BACS system direct into your bank account.. Please note that we are unable to transfer funds into a building society account using this method. Payments via the BACS system usually take 2 working days to clear into your account and we can only make payment into an account bearing the same name as the FlexiShare account holder.

# Centrica plc Employee Share Dealing Terms & Conditions

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These Terms and Conditions govern all aspects of the Facilities and are in addition to, and not in substitution for, all legal rights of WH Ireland Limited. For the purposes of these Terms and Conditions, a connected company means any company of which WH Ireland Limited is the holding company, or any other person who or which is treated as connected with us for the purposes of the Financial Services Authority ('FSA') Conduct of Business Rules.

## The Service

1. The Share Dealing Facility is provided by WH Ireland Limited. It is an execution-only service and WH Ireland Limited will not provide you with financial or taxation advice. Under the FSA rules we must take all reasonable steps to obtain the best possible result for you taking into account various factors. Our approach to this obligation is set out in our Order Execution Policy which is set out below. In addition, for your information, a summary of our Conflict of Interest Policy can be found at [www.wh-ireland.co.uk](http://www.wh-ireland.co.uk).
2. Price Limit Facility. WH Ireland Limited can arrange for the shares to be sold only when the share price reaches a set price limit, providing it does so within 90 calendar days of your instruction. If the price limit has not been reached within 90 calendar days, WH Ireland Limited will cancel your instructions.
3. WH Ireland Limited may verify with Centrica plc, via their registrars Equiniti, as soon as is reasonably practical, that your shares can be sold. WH Ireland Limited may not carry out a sale instruction without such verification having taken place. WH Ireland Limited will not be liable for any loss resulting from a delay in obtaining verification and you acknowledge that prices may fluctuate whilst this process is being undertaken. In order to comply with UK Money Laundering Regulations, WH Ireland may seek to obtain documentary evidence of your identity from Centrica plc and you hereby consent to such information being provided to us.
4. A contract note to confirm the details of your transaction will be posted to you at the address specified by you, normally within 48 hours of the transaction taking place.
5. WH Ireland Limited may aggregate your dealing with any dealing undertaken on behalf of any other client, which may be a connected company. This may result in a more or less favourable price than would have been achieved had your order been executed separately. Where this results in transactions at different prices, WH Ireland Limited will average these prices, so that all clients involved in the transactions receive the same average price. Details of the calculation of an average price will be provided on request.

## Order Execution Policy

6. The Markets in Financial Instruments Directive ("MIFID") which comes into force on 1 November 2007 requires WH Ireland to put in place an Order Execution Policy and to take all steps to obtain the best possible result (best execution) on behalf of its retail and professional clients. It is also a requirement that WH Ireland provides appropriate information to its clients on its MIFID Order Execution Policy. Our commitment to provide you with best execution does not mean that we owe you any fiduciary responsibilities over and above the specific regulatory obligations placed upon us or may be otherwise contracted between us.
7. WH Ireland's Order Execution Policy applies to retail and professional clients and refers to financial instruments. The policy applies where WH Ireland receives and transmits client orders and/or executes clients orders.
8. The execution venues and entities that we use with respect to each class of financial instrument can be found at [www.wh-ireland.co.uk/bestexecution.asp](http://www.wh-ireland.co.uk/bestexecution.asp). This list is not exhaustive but it details those venues on which we place significant reliance. In summary WH Ireland may use one or more of the following venues when executing orders:
  - Regulated Markets ("RM")
  - Multilateral Trading Facilities ("MTFs")
  - Systematic Internalisers ("SIs")
  - Market makers or other liquidity providers
  - Other FSA authorised firms and EU or non-EU institutions (for overseas instruments)
9. Where we believe that we can trade to your advantage (or at no disadvantage to you) we may transact a trade with you via our in-house principal book. Any entity to which we may transmit an order for execution will itself be subject to a regulatory or contractual obligation to provide best execution.
10. The execution factors that WH Ireland will take into account are: price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. WH Ireland will take all reasonable steps to obtain the best possible result for its clients and will ordinarily place a higher importance on price. However, we will, in certain circumstances, for some clients, determine that other execution factors are more important than price in obtaining the best possible execution result, in this case we will take into account the characteristics of the client; the client order; the financial instrument subject to the order; the execution venue.
11. Where you have provided us with specific instructions for execution of a transaction, for example a specific venue, this may prevent us from obtaining the best possible result as per our execution factors.
12. WH Ireland will monitor compliance with its order execution arrangements and policy at least annually. We will also assess whether the execution venues in our policy provide the best possible result for our clients. Any review may result in an update to our execution venues. WH Ireland will notify you of any material changes to its order execution policy.
13. We are required to obtain your consent to our order execution policy when we trade via a RM or MTF. We will consider that consent has been given should you continue to place orders with us after 1 November 2007.
14. In order to provide our clients with best execution, we may, on occasion, trade outside a RM or MTF. In order for WH Ireland to do this we are required to obtain prior express consent which you agree to by signing this form. We are also required to obtain prior express consent should you not wish us to make public any limit order that you place with us.

## **Charges**

15. Our charges will be in accordance with our rates in effect at the time the charges are incurred. Our current charges are set out in the brochure accompanying these Terms and Conditions. In addition, charges will be levied in respect of proceeds transmitted abroad, whether in sterling or a foreign currency. We may not be able to deal in some currencies. WH Ireland Limited reserves the right to charge for duplicate contract notes and/or copies of correspondence. You will also pay to WH Ireland Limited on demand any duties or other charges payable or incurred by WH Ireland Limited.

## **General**

16. WH Ireland Limited may, at its sole discretion, delay acting on your instructions and will have no liability for any such delay.
17. Telephone conversations may be recorded in order to resolve problems which may arise through misunderstandings or human error.
18. We may, in certain circumstances, communicate with you via electronic media in relation to matters arising under these Terms and Conditions.
19. WH Ireland Limited can deal with your money only in accordance with the FSA Client Money Rules which, among other things, require WH Ireland Limited to hold your money (which may be held with the money of other clients) in a bank account at an approved bank. The approved bank used by WH Ireland Limited in the United Kingdom is the Bank of Scotland. If WH Ireland Limited intends to hold your money at an approved bank outside the UK, WH Ireland Limited will first seek your express agreement in writing to use an overseas account. You will be informed of the country or territory in which the account will be held and if the bank concerned is a connected company. No interest will be paid to you on any monies held on your behalf by WH Ireland Limited.
20. Any dividends or other benefits received by you but due to the purchaser, or due to you in the case of shares acquired, will be charged to and/or claimed from you or claimed on your behalf, as appropriate.
21. WH Ireland Limited, or a company connected with it and/or its clients and officers may have a position or engage in transactions in any of the shares mentioned. WH Ireland Limited, or a connected company may, without prior reference to you, effect transactions in which it has a material interest or relationship of any description with another party which may involve a conflict with WH Ireland Limited's duty to you.
22. WH Ireland Limited shall not be required to carry out any act which would, in its opinion, breach any applicable laws or regulations (including the rules, regulations or usages of any stock or investment exchange). WH Ireland Limited may take such actions as it considers necessary to comply with such laws and regulations. Under the Take-over Code, you will, in certain circumstances be required to inform the LSE if you buy or sell shares in any company involved in a take-over. You will also need to comply with any notification requirements of the United Kingdom Companies Act 1985.
23. Neither WH Ireland Limited nor any of its officers shall be responsible for the tax implications of the Facilities nor for any tax liabilities howsoever arising. WH Ireland Limited will not be liable for any loss, damage or delay, howsoever caused, except where caused by the negligence, willful default or fraud of them or their employees, or where the same results from a breach of the FSA's rules or the Financial Services and Markets Act 2000. WH Ireland Limited will not accept responsibility for any postal delays and losses, and you acknowledge that prices may fluctuate whilst orders are in transit. You confirm that all information is and will be, to the best of your knowledge and belief, correct when supplied and that you will notify WH Ireland Limited of any material changes.
24. We operate an internal complaints procedure which complies with the requirements of the FSA's rule for the handling of client complaints, a copy of which is available on request. You may also refer a complaint directly to the Financial Services Ombudsman if you are not satisfied with our final response, or if we do not provide such response within 8 weeks of receiving your complaint.
25. We participate in the Financial Services Compensation Scheme, which provides compensation to qualifying investors for loss up to £48,000 in the event of our being unable to meet our liabilities to you. Further information can be obtained from the FSA or the Financial Services Compensation Scheme.

## **Your Information – using and sharing Your Information**

26. Any reference in this section and the Credit Reference and Fraud Prevention Agencies section of the accompanying Application Form to 'we', 'us', 'our' or 'ourselves' means WH Ireland Limited.
27. WH Ireland Limited is registered under the Data Protection Act 1998. For the purposes of the Act we are data controllers.
28. Your information may be held on our databases and used by us for the purposes set out in this section. Your information includes any information which we hold, now or at any time in the future and which comes from or relates to (a) application forms or other dealings with us; (b) third parties, such as credit reference agencies and parties associated with you; and (c) your products and services from us.
29. We will use, analyse and assess your information (a) to consider any applications made by you and help us make credit-related decisions about you; (b) to operate and administer the services supplied; and (c) for financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention.
30. We do not disclose your information to other parties except (a) for operational reasons described in clause 24. above; (b) where we have your consent; (c) where we are required or permitted to do so by law; (d) to persons to whom we may transfer rights and obligations under these Terms and Conditions; (e) to any persons who provide a service to us, who have agreed to keep your information strictly confidential; (f) to any persons, including lenders, who supply benefits or services to you under or in connection with these Terms and Conditions; or (g) to credit reference and fraud prevention agencies. These credit reference and fraud prevention agencies will record the enquiries we may make about you. You have the right of access to your personal records held by credit reference and fraud prevention agencies. We will supply their names and addresses upon request.
31. In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries. If we do this, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
32. You have the right of access to your personal records held on our files by written request to us and on payment of a fee.

## **Governing laws**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of England. Disputes arising shall be subject to the exclusive jurisdiction of the English Courts, to which you submit.

## **April 2009**

A wholly owned subsidiary of WH Ireland Group plc

Member of the London Stock Exchange

Authorised and Regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS

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