

next

NEXT plc

(incorporated with limited liability in England and Wales with registered number 4412362)

£250,000,000 4.375 per cent. Bonds due 2026

Issue price: 99.882 per cent.

The £250,000,000 4.375 per cent. Bonds due 2026 (the **Bonds**) are issued by NEXT plc (the **Issuer**).

Application has been made to the Financial Conduct Authority in its capacity as competent authority (the **UK Listing Authority**) for the Bonds to be admitted to the Official List of the UK Listing Authority (the **Official List**) and to the London Stock Exchange plc (the **London Stock Exchange**) for the Bonds to be admitted to trading on the London Stock Exchange's regulated market (the **Market**).

References in this Prospectus to the Bonds being **listed** (and all related references) shall mean that the Bonds have been admitted to the Official List and have been admitted to trading on the Market. The Market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC).

An investment in the Bonds involves certain risks. For a discussion of these risks see "Risk Factors".

Interest on the Bonds is payable annually in arrear on 2 October in each year. Payment on the Bonds will be made without deduction for or on account of taxes in the United Kingdom to the extent described under "*Terms and Conditions of the Bonds – Taxation*".

The Issuer may, at its option, redeem all, but not some only, of the Bonds at any time at par plus accrued interest, in the event of certain tax changes as described under "*Terms and Conditions of the Bonds – Redemption for Taxation Reasons*". In addition, the Issuer may, at its option, redeem some or all of the Bonds on any date that falls within the period from, and including, 4 July 2026 up to, but excluding, 2 October 2026 at par plus accrued interest, as set out in the "*Terms and Conditions of the Bonds – Redemption at the Option of the Issuer*". The Bonds mature on 2 October 2026, subject as set out in "*Terms and Conditions of the Bonds – Redemption at the Option of the Holders*".

The Bonds are expected to be assigned a rating on issue of Baa2 by Moody's Investors Service Limited and BBB by Standard & Poor's Credit Market Services Europe Limited. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating organisation. Moody's Investors Service Limited and Standard & Poor's Credit Market Services Europe Limited are established in the European Union and are registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**).

The Bonds will initially be represented by a temporary global bond (the **Temporary Global Bond**), without interest coupons, which will be deposited on or about 2 October 2013 (the **Closing Date**) with a common safekeeper for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**). Interests in the Temporary Global Bond will be exchangeable for interests in a permanent global bond (the **Permanent Global Bond** and, together with the Temporary Global Bond, the **Global Bonds**), without interest coupons, on or after a date which is expected to be 12 November 2013 (the **Exchange Date**), upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Bond will be exchangeable for definitive Bonds in bearer form in denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000, with interest coupons attached, only in certain limited circumstances – see "*Summary of Provisions relating to the Bonds while represented by the Global Bonds*".

Joint Lead Managers

Barclays
The Royal Bank of Scotland

Goldman Sachs International
UBS Investment Bank

Co-Lead Managers

HSBC

Lloyds Bank

The date of this Prospectus is 30 September 2013

This Prospectus comprises a prospectus for the purposes of Article 5.3 of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the **Prospectus Directive**).

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Prospectus shall be read and construed on the basis that such documents are incorporated in and form part of this Prospectus.

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the offering, sale or delivery of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer or the Managers (as defined under “*Subscription and Sale*” below). Neither the delivery of this Prospectus nor the offering, sale or delivery of the Bonds shall, under any circumstances, constitute a representation or create any implication that there has been no change or any event reasonably likely to involve any change in the affairs of the Issuer or the Issuer and its subsidiaries (together, the **Group**) since the date hereof. The Managers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer and/or the Group during the life of the Bonds or to advise any investor in the Bonds of any information coming to their attention. Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds constitutes an offer of, or an invitation by, or on behalf of, the Issuer or the Managers to subscribe for, or purchase, any of the Bonds.

The Managers and The Law Debenture Trust Corporation p.l.c. (the **Trustee**) have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Managers or any of them or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer in connection with the Bonds or their distribution. No Manager or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the Bonds or their distribution.

Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or the Managers or any of them or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the offering of the Bonds should purchase any Bonds. Each investor contemplating purchasing Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended, (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States or to U.S. persons. For a further description of certain restrictions on the offering and sale of the Bonds and on distribution of this Prospectus, see “*Subscription and Sale*” below.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer, the Managers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that the Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Managers or the Trustee which is intended to permit a public offering of the Bonds or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the

offering and sale of Bonds. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in the United States and the United Kingdom. See “*Subscription and Sale*”.

IN CONNECTION WITH THE ISSUE OF THE BONDS, THE ROYAL BANK OF SCOTLAND PLC (OR PERSONS ACTING ON BEHALF OF THE ROYAL BANK OF SCOTLAND PLC) MAY OVER-ALLOT BONDS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE ROYAL BANK OF SCOTLAND PLC (OR PERSONS ACTING ON BEHALF OF THE ROYAL BANK OF SCOTLAND PLC) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE OFFER OF THE BONDS IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE CLOSING DATE AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE BONDS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE ROYAL BANK OF SCOTLAND PLC (OR PERSONS ACTING ON BEHALF OF THE ROYAL BANK OF SCOTLAND PLC) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

The Bonds may not be a suitable investment for all investors. Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including Bonds where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Bonds and is familiar with the behaviour of financial markets; and
- (e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Bonds are legal investments for it, (2) Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Bonds under any applicable risk-based capital or similar rules.

All references in this document to **Sterling, pounds sterling** and **£** refer to the currency of the United Kingdom.

CONTENTS

Risk Factors	5
Documents Incorporated by Reference	10
Terms and Conditions of the Bonds	11
Summary of Provisions Relating to the Bonds while Represented by the Global Bonds	23
Use of Proceeds.....	26
Description of the Issuer	27
Taxation	30
Subscription of Sale	33
General Information.....	34

RISK FACTORS

In purchasing Bonds, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Bonds. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Bonds. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Bonds.

In addition, factors which are material for the purpose of assessing the market risks associated with the Bonds are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under the Bonds

1. The following risk factor applies to the business of the Issuer

The Issuer is a public limited company and parent company of the Group. The business operations of the Group are based predominantly in the United Kingdom and Eire and are carried on through subsidiary companies. The Issuer's principal asset is its investment in Next Group Plc which holds investments in the principal trading entities. As such, the Issuer is dependent upon dividend and other cash inflows from its subsidiaries to meet its financial obligations.

2. The following risk factors apply to the business of the Group

Business strategy development and implementation

If the Issuer's Board of Directors (the **Board**) adopts the wrong business strategy or does not implement its strategies effectively, the business may suffer. The Board needs to understand and properly manage strategic risk in order to deliver long term growth for the benefit of NEXT's stakeholders. The Board reviews business strategy on a regular basis to determine how sales and profit budgets can be achieved or bettered and business operations made more efficient. This process involves the setting of annual budgets and longer term financial objectives to identify ways in which to increase shareholder value. Critical to these processes are the consideration of wider economic and industry specific trends that affect the Group's businesses, the competitive position of its product offer and the financial structure of the Group.

Liquidity and credit risk

The Group has adequate medium and long term financing in place to support its business operations. The Board continues to assess the Issuer's exposure to counterparty risk in the light of the prevailing economic climate both in the UK and globally and its treasury policy is amended as necessary to manage counterparties with which deposits, investments and other transactions may be made.

NEXT is exposed to credit risk in respect of its Directory and other business customers. Rigorous procedures are in place with regard to the Group's credit customers and these are regularly reviewed and updated as required. Key suppliers whose services are essential to the successful running of the business also face credit risk. These include the production of the Directory, provision of IT systems and certain systems and suppliers to the Group's warehouse and distribution network. The Group's risk assessment procedures for key suppliers identify alternatives and develop contingency plans in the event any of these suppliers fail.

Management team

The success of NEXT relies on the continued service of its senior management and technical personnel and on its ability to continue to attract, motivate and retain highly qualified employees. The retail sector is very competitive and NEXT staff are frequently targeted by other companies. The Remuneration Committee identifies senior personnel, reviews remuneration at least annually and formulates packages to retain and motivate these employees. In addition, the Board considers the development of senior managers to ensure that there are adequate career development opportunities for key personnel, with orderly succession and promotion to important management positions.

Product design and selection

The success of NEXT depends on providing exciting, beautifully designed, excellent quality clothing and homeware. Success also depends upon its ability to anticipate and respond to changing consumer preferences and trends. Many of NEXT's products represent discretionary purchases and demand for these products can decline in periods of negative consumer confidence. As a consequence, NEXT may be faced with surplus stocks that cannot be sold at full price and have to be disposed of at a loss. Executive directors and senior management continually review the design and selection of NEXT's product ranges. This ensures, so far as possible, that there is a well-balanced product mix that is good value for money, available in sufficient quantities and at the right time to meet customer demand.

Key suppliers and supply chain management

NEXT relies on its supplier base to deliver products on time and to the quality standards it specifies. It continually seeks ways to develop its supplier base so as to reduce over-reliance on individual suppliers of product and services, and to improve the competitiveness of its product offer. If input costs rise, for example, raw materials or labour costs, NEXT will work with existing suppliers to mitigate the inflationary impact. New sources of supply will be developed in conjunction with "Next Sourcing", its own sourcing operation, external agents and direct suppliers.

Non-compliance by suppliers with the NEXT Code of Practice may increase reputational risk. NEXT carries out regular inspections of its suppliers' operations to ensure compliance with the standards set out in this code, covering production methods, employee working conditions, quality control and inspection processes. NEXT also monitors and reviews the financial, political and geographical aspects of its supplier base to identify any factors that may affect the continuity or quality of supply of its products.

Retail store network

Growth of the Group's retail business is dependent upon developing the trading space within its store network and customers spending more. NEXT will continue to invest in new stores where its financial criteria are met and refurbish its existing portfolio when appropriate. New store appraisals estimate the effects of sales deflection from existing stores, although the performance of new stores and sales deflection may differ from estimates.

Successful development of new stores is dependent upon a number of factors including the identification of suitable properties, obtaining planning permissions and the negotiation of acceptable lease terms. Notwithstanding that there have been a number of retail failures in recent years, prime sites will generally remain in demand and increased competition can result in higher future rents.

Directory customer base

Growth of the NEXT Directory depends upon the recruitment and retention of customers and increasing the average spend per customer. NEXT will continue to recruit new credit customers where they satisfy its credit score requirements. However, there can be no assurance that new customers will result in higher sales per customer or lower incidence of bad debts, compared with the existing customer base.

In addition, NEXT requires its internet website to attract new customers and encourage existing customers to continue ordering from the NEXT Directory. Management continually review the configuration, content and functionality of the website to ensure it provides a positive customer shopping experience. Service levels and response times are monitored to ensure that the website is both resilient and secure at all times.

Warehousing and distribution

NEXT regularly reviews the warehousing and distribution operations that support the business. Risks include business interruption due to physical damage, access restrictions, breakdowns, capacity shortages, inefficient processes and delivery service failures. Planning processes are in place to ensure there is sufficient warehouse handling capacity for expected future business volumes over the short and longer terms. In addition, service levels, warehouse handling and delivery costs are monitored continuously to ensure goods are delivered to Retail stores, NEXT Directory customers and third party clients in a timely and cost-efficient manner.

IT systems and business continuity

NEXT is dependent upon the continued availability and integrity of its I.T. systems, which must record and process a substantial volume of data and conduct inventory management accurately and quickly. The Group expects that its systems will require continuous enhancement and investment to prevent obsolescence and maintain responsiveness. Back up facilities and business continuity plans are in place and are tested regularly to

ensure that business interruptions are minimised and data is protected from corruption or unauthorised access or use.

Call centre capacity and service levels

NEXT is dependent on the efficient operation of its own and third party call centres to receive and respond to customer orders and enquiries. Insufficient manpower, supplier failures and interruption in the availability of telephony systems to meet customer service requirements are the principal risks. The Group continuously monitors call centre operations that support the business to ensure that there is sufficient capacity to handle call volumes. Capacity forecasting is used to manage peak demands and growth in business volumes, and customer satisfaction is measured on a regular basis. Business continuity plans minimise the risk of business interruption.

Treasury and financial risk management

The main financial risks are the availability of funds to meet business needs, default by counterparties to financial transactions (see “*Liquidity and credit risk*” above), and fluctuations in interest and foreign exchange rates. In addition, business expansion and share buybacks may necessitate the raising of additional finance, which can in turn increase interest costs and give rise to fluctuations in profit. Higher debt could also increase the proportion of cash flow required to service debt and potentially increase exposure to interest rate fluctuations.

NEXT operates a centralised treasury function which is responsible for managing its liquidity, interest and foreign currency risks. The Group’s treasury policy allows the use of derivative instruments provided they are not entered into for speculative purposes. Further details of the Group’s treasury operations are given in Notes 27 to 30 to the Issuer’s consolidated financial statements for the year ended 26 January 2013, which are incorporated by reference into this Prospectus. (See “*Documents Incorporated by Reference*” below.)

In addition, NEXT has to fund its defined benefit pension scheme and ensure that sufficient contributions are made to meet outstanding liabilities as they fall due. If NEXT fails to provide sufficient and timely funding, action may be taken by the pension scheme trustees, or the Pensions Regulator, which could result in an acceleration and/or an increase in overall contributions towards any deficit. Management meets regularly with the trustees of its pension scheme to assess fund performance, as well as to agree future contribution levels and any necessary changes to members’ future benefits.

Factors which are material for the purpose of assessing the market risks associated with the Bonds

Risks related to the Bonds

Set out below is a brief description of certain risks relating to the Bonds:

Bonds subject to optional redemption by the Issuer.

During any period when the Issuer may elect to redeem Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem the Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Modification, waivers and substitution

The Terms and Conditions of the Bonds and the Trust Deed contain provisions for convening meetings of Bondholders to consider any matter affecting their interests. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Bonds and the Trust Deed also provide that the Trustee may, without the consent of the Bondholders or Couponholders, (i) agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Bonds or the Trust Deed or (ii) determine that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, provided that, in either case, in the opinion of the Trustee, it will not be materially prejudicial to the interests of Bondholders, or may agree, without such consent as aforesaid, to any modification of the provisions of the Bonds or the Trust Deed which, in its opinion, is of a formal, minor or technical nature or is to correct a manifest or proven error.

The Trust Deed contains provisions under which the Trustee may, without the consent of the Bondholders or Couponholders, agree with the Issuer that any Subsidiary (as defined in Condition 3) of the Issuer be substituted in place of the Issuer as the principal debtor under the Trust Deed and the Bonds provided that certain conditions, as specified in Condition 13 of the Bonds and the Trust Deed, are fulfilled, including the Bonds being unconditionally and irrevocably guaranteed by the Issuer and the Trustee being satisfied that the substitution is not materially prejudicial to the interests of the Bondholders.

Withholding under the EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The European Commission has proposed certain amendments to the Directive which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to the Bonds as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

Change of law

The Terms and Conditions of the Bonds are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus and any such change could materially adversely impact the value of any Bonds affected by it.

Denominations involve integral multiples: definitive Bonds

The Bonds have denominations consisting of a minimum of £100,000 plus one or more higher integral multiples of £1,000. It is possible that the Bonds may be traded in amounts that are not integral multiples of £100,000. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than £100,000 in his account with the relevant clearing system at the relevant time may not receive a definitive Bond in respect of such holding (should definitive Bonds be printed) and would need to purchase a principal amount of Bonds such that its holding amounts to at least £100,000.

If definitive Bonds are issued, holders should be aware that definitive Bonds which have a denomination that is not an integral multiple of £100,000 may be illiquid and difficult to trade.

Risks related to the market generally

Set out below is a description of the material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

The Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Bonds in pounds sterling. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than pounds sterling. These include the risk that exchange rates may significantly change (including changes due to devaluation of pounds sterling or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to pounds sterling would

decrease (1) the Investor's Currency-equivalent yield on the Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Bonds and (3) the Investor's Currency-equivalent market value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Bonds. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

An investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds.

Credit ratings may not reflect all risks

Moody's Investors Service Limited and Standard & Poor's Credit Market Services Europe Limited, will assign credit ratings to the Bonds. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU- registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings referred to in this Prospectus is set out on the front page of this Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Prospectus and have been filed with the Financial Conduct Authority shall be incorporated in, and form part of, this Prospectus:

- (a) the auditors' report and audited financial statements of the Issuer and the Group for the financial year ended 26 January 2013, as set out on page 54 and pages 55 – 94, respectively, of the Issuer's January 2013 Annual Report and Accounts, which include, *inter alia*, the following information:
 - (i) Consolidated Balance Sheet (page 57);
 - (ii) Issuer's Balance Sheet (page 91);
 - (iii) Consolidated Income Statement (page 55) and Consolidated Statement of Comprehensive Income (page 56);
 - (iv) Accounting Policies and Notes (pages 60 – 90 and 93-94); and
 - (v) Auditors' Report (page 54);
- (b) the auditors' report and audited financial statements of the Issuer and the Group for the financial year ended 28 January 2012, as set out on pages 45 – 46 and pages 47 – 90, respectively, of the Issuer's January 2012 Annual Report and Accounts, which include, *inter alia*, the following information:
 - (i) Consolidated Balance Sheet (page 49);
 - (ii) Issuer's Balance Sheet (page 52);
 - (iii) Consolidated Income Statement (page 47) and Consolidated Statement of Comprehensive Income (page 48);
 - (iv) Accounting Policies and Notes (pages 55 – 90); and
 - (v) Auditors' Report (pages 45 – 46);
- (c) the interim unaudited financial statements of the Issuer and the Group for the six months ended July 2013 , as set out on pages 19 - 27, of the Issuer's July 2013 Half Year Statement, which include, *inter alia*, the following information:
 - (i) Unaudited Consolidated Balance Sheet (page 21);
 - (ii) Unaudited Consolidated Income Statement (page 19) and Unaudited Consolidated Statement of Comprehensive Income (page 20); and
 - (iii) Accounting Policies and Notes (pages 23 – 27).

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Prospectus.

Following the publication of this Prospectus, a supplement may be prepared by the Issuer and approved by the UK Listing Authority in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus can be obtained from the following address:
<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

TERMS AND CONDITIONS OF THE BONDS

The following is the text of the Terms and Conditions of the Bonds which (subject to modification) will be endorsed on each Bond in definitive form (if issued):

The £250,000,000 4.375 per cent. Bonds due 2026 (the **Bonds**, which expression shall in these Terms and Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 16 and forming a single series with the Bonds) of NEXT plc (the **Issuer**) are constituted by a Trust Deed dated 2 October 2013 (the **Trust Deed**) made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Trustee**, which expression shall include its successor(s)) as trustee for the holders of the Bonds (the **Bondholders**) and the holders of the interest coupons appertaining to the Bonds (the **Couponholders** and the **Coupons** respectively).

The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed and the Paying Agency Agreement dated 2 October 2013 (the **Agency Agreement**) made between the Issuer, HSBC Bank plc (the **Principal Paying Agent**, which expression shall include any successor) and the other initial Paying Agents named therein (the **Paying Agents**, which expression shall include any successor(s) and, unless the context otherwise requires, the Principal Paying Agent) and the Trustee are available for inspection during normal business hours by the Bondholders and the Couponholders at the registered office for the time being of the Trustee, being at the date of issue of the Bonds at Fifth Floor, 100 Wood Street, London EC2V 7EX and at the specified office of each of the Paying Agents. The Bondholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

1. FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Bonds are in bearer form, serially numbered, in denominations of £100,000 and integral multiples of £1,000 in excess thereof up to and including £199,000, each with Coupons attached on issue. No definitive Bonds will be issued with a denomination above £199,000. Bonds of one denomination may not be exchanged for Bonds of any other denomination.

1.2 Title

Title to the Bonds and to the Coupons will pass by delivery.

1.3 Holder Absolute Owner

The Issuer, any Paying Agent and the Trustee may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Bond or Coupon as the absolute owner for all purposes (whether or not the Bond or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Bond or Coupon or any notice of previous loss or theft of the Bond or Coupon or of any trust or interest therein) and shall not be required to obtain any proof thereof or as to the identity of such bearer.

2. STATUS

The Bonds and the Coupons are direct, unconditional and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and (subject as aforesaid) rank and will rank *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

3. NEGATIVE PLEDGE

So long as any of the Bonds remains outstanding (as defined in the Trust Deed), the Issuer will not, and will procure that none of its Subsidiaries (as defined below) shall,

- (a) create or permit to subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of the present or future business, undertaking, assets (as defined in the Trust Deed) or revenues (including any uncalled capital) of the Issuer or any of its Subsidiaries to secure payment of any Relevant Indebtedness unless the Issuer or the Subsidiary, as the case may be, in the case of the creation of the Security Interest, before or at the same time, and, in any other case, promptly, takes any and all action necessary to ensure that:

- (i) all amounts payable by it under the Bonds, the Coupons and the Trust Deed are secured by the same Security Interest equally and rateably with the Relevant Indebtedness to the satisfaction of the Trustee; or
 - (ii) such other Security Interest or guarantee or other arrangement (whether or not it involves the giving of a Security Interest) is provided either as the Trustee in its absolute discretion deems to be not materially less beneficial to the interests of the Bondholders or as is approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders; or
- (b) conduct any Securitisation other than a Permitted Securitisation.

For the purposes of these Terms and Conditions:

Group means the Issuer and the Subsidiaries;

Permitted Securitisation means any Securitisation where (i) the aggregate principal amount of all Securitisations (including the relevant Securitisation but excluding any Securitisation which is permitted under paragraph (ii) below) does not exceed £100,000,000 at any time outstanding or (ii) the Security Interest securing that Securitisation is a Permitted Security Interest;

Permitted Security Interest means (i) any Security Interest over or affecting the whole or part of the present or future business, undertaking, assets or revenues (including any uncalled capital) of any company which becomes a Subsidiary after 30 September 2013, where such Security Interest was created prior to the date on which such a company becomes a Subsidiary, but only if (A) such Security Interest was not created in contemplation of such company becoming a Subsidiary and (B) the amount thereby secured has not been increased in contemplation of, or since the date of, such company becoming a Subsidiary; and (ii) any Security Interest (the **Replacement Security Interest**) created in whole or in part to replace or renew or in substitution for any Security Interest created by a company referred to in (i) of this paragraph (the **Old Security Interest**) upon a refinancing or similar transaction where the Replacement Security Interest is created in respect of the same business, undertaking, assets or revenues as the Old Security Interest and where the amount secured by the Replacement Security Interest is equal to or less than the amount secured by the Old Security Interest;

Relevant Indebtedness means (i) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market; and (ii) any guarantee or indemnity in respect of any such indebtedness;

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or other security interest or any other agreement or arrangement having a similar effect;

Securitisation means any securitisation, asset-backed financing or like arrangement, payments under or in respect of the indebtedness incurred in relation to which are secured principally by a Security Interest over or in connection with the asset or assets the subject of the securitisation, asset-backed financing or like arrangement owned by a member of the Group, or which were owned by a member of the Group immediately prior to the securitisation, asset-backed financing or like arrangement; and

Subsidiary means any company which is for the time being a subsidiary within the meaning of section 1159 of the Companies Act 2006.

4. INTEREST

4.1 Interest Rate and Interest Payment Dates

The Bonds bear interest on their outstanding principal amount from and including 2 October 2013 at the rate of 4.375 per cent. per annum, payable annually in arrear on 2 October in each year (each an **Interest Payment Date**).

4.2 Interest Accrual

The Bonds will cease to bear interest from and including their due date for redemption unless (i) upon due presentation, payment of the principal in respect of any Bond is improperly withheld or refused, in which event interest shall accrue on that principal amount payment of which has been so withheld or refused (both before and after any judgment or other order of a court of competent jurisdiction) at the rate aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by English law) from and including the date of such withholding or refusal up to and including the date on which, upon further presentation of the relevant Bond, payment of the full amount (including interest as aforesaid) in pounds sterling payable in respect of such Bond is made or (if earlier) the seventh day after notice is given to the relevant Bondholder (either individually or in accordance with Condition 12) that the full amount (including interest as aforesaid) in pounds sterling payable in respect of such Bond is available for payment, provided that, upon further presentation thereof being duly made, such payment is made, or (ii) default is otherwise made in respect of payment, in which event interest shall continue to accrue on the principal amount of the Bonds (both before and after any judgment or other order of a court of competent jurisdiction) at the rate aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by English law) up to and including the date which the Trustee determines to be the date on and after which payment is to be made to the Bondholders in respect thereof as stated in a notice given to the Bondholders in accordance with Condition 12 (such date to be not later than 30 days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue pursuant to this sub-paragraph (ii) up to and including that date, has been received by the Trustee or the Principal Paying Agent).

4.3 Calculation of Broken Interest

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated on the basis of (a) the actual number of days in the period from and including the date from which interest begins to accrue (the **Accrual Date**) to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to but excluding the next following (or first) Interest Payment Date.

5. PAYMENTS

5.1 Payments in respect of Bonds

Payments of principal and interest in respect of each Bond will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Bond, except that payments of interest due on an Interest Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of any of the Paying Agents.

5.2 Method of Payment

Payments will be made by credit or transfer to an account in pounds sterling maintained by the payee with, or, at the option of the payee, by a cheque in pounds sterling drawn on, a bank in London.

5.3 Missing Unmatured Coupons

Each Bond should be presented for payment together with all relative unmatured Coupons, failing which the full amount of any relative missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of the missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of the relevant Bond (whether or not the Coupon would otherwise have become void pursuant to Condition 8) or, if later, five years after the date on which the Coupon would have become due, but not thereafter.

5.4 Payments subject to Applicable Laws

Payments in respect of principal and interest on the Bonds are subject in all cases to any fiscal or other laws and regulations thereto applicable in the place of payment, but without prejudice to the provisions of Condition 7.

5.5 Payment only on a Presentation Date

A holder shall be entitled to present a Bond or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 4, be entitled to any further interest or other payment if a Presentation Date is after the due date.

Presentation Date means a day which (subject to Condition 8):

- (a) is or falls after the relevant due date;
- (b) is a Business Day in the place of the specified office of the Paying Agent at which the Bond or Coupon is presented for payment; and
- (c) in the case of payment by credit or transfer to a pounds sterling account as referred to above, is a Business Day in London.

In this Condition, **Business Day** means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place.

5.6 Initial Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Terms and Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents provided that it will at all times maintain:

- (a) a Principal Paying Agent;
- (b) a Paying Agent having a specified office in a European Union Member State that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (c) a Paying Agent having a specified office in London or such other place as the UK Listing Authority may approve; and
- (d) a Paying Agent having a specified office in continental Europe.

Notice of any termination or appointment and of any changes in specified offices will be given to the Bondholders promptly by the Issuer in accordance with Condition 12.

6. REDEMPTION AND PURCHASE

6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the Issuer will redeem the Bonds at their principal amount on 2 October 2026. The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition 6.

6.2 Redemption for Taxation Reasons

If the Issuer satisfies the Trustee immediately before the giving of the notice referred to below that:

- (a) as a result of any change in, or amendment to, the laws or regulations of the Relevant Jurisdiction (as defined in Condition 7), or any change in the application or official interpretation of the laws or regulations of the Relevant Jurisdiction, which change or amendment becomes effective after 30 September 2013, on the next Interest Payment Date the Issuer would be required to pay additional amounts as provided or referred to in Condition 7; and
- (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

the Issuer may at its option, having given not less than 30 nor more than 60 days' notice to the Bondholders in accordance with Condition 12 (which notice shall be irrevocable), redeem all the Bonds, but not some only, at any time at their principal amount together with interest accrued to but excluding the date of redemption. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer stating that the requirement referred to in (a) above will apply on the next Interest

Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders and the Couponholders.

6.3 Redemption at the Option of the Issuer

The Issuer may at its option, having given:

- (a) not less than 30 nor more than 60 days' notice to the Bondholders in accordance with Condition 12; and
- (b) notice to the Trustee and the Principal Paying Agent not less than 15 days before the giving of the notice referred to in (a);

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Bonds or, subject as provided in paragraph 6.4 below, from time to time some only, on any date falling within the period from, and including, 4 July 2026 up to, but excluding, 2 October 2026 at their principal amount together with interest accrued to but excluding the date of redemption.

6.4 Provisions relating to Partial Redemption

In the case of a partial redemption of Bonds, Bonds to be redeemed will be selected, in such place as the Trustee may approve and in such manner as the Trustee may deem appropriate and fair, not more than 30 days before the date fixed for redemption. Notice of any such selection will be given not less than 15 days before the date fixed for redemption. Each notice will specify the date fixed for redemption and the aggregate principal amount of the Bonds to be redeemed, the serial numbers of the Bonds called for redemption, the serial numbers of Bonds (if any) previously called for redemption and not presented for payment and the aggregate principal amount of the Bonds which will be outstanding after the partial redemption.

6.5 Redemption at the Option of the Holders

- (a) A **Put Event** will be deemed to occur if:
 - (i) any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), other than a holding company (as defined in Section 1159 of the Companies Act 2006, as amended) whose shareholders are substantially similar to the pre-existing shareholders of the Issuer, shall become interested (within the meaning of Part 22 of the Companies Act 2006) in (a) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (b) shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer (each, a **Change of Control**); and
 - (ii) at the time of the occurrence of a Change of Control, the Bonds carry from any of Moody's Investors Service Limited (**Moody's**) or Standard & Poor's Credit Market Services Europe Limited (**S&P**) or any of their respective successors, or any Substitute Rating Agency as defined in the Trust Deed, (each, a **rating agency**):
 - (A) *an investment grade credit rating (Baa3/BBB-, or equivalent, or better)*, and such rating from any rating agency is within 120 days of such time either downgraded to a non-investment grade credit rating (*Ba1/BB+, or equivalent, or worse*) or withdrawn and is not within such 120 day period subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by such rating agency; or
 - (B) *a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse)*, and such rating from any rating agency is within 120 days of such time downgraded by one or more notches (*for illustration, Ba1 to Ba2 being one notch*) and is not within such 120 day period subsequently upgraded to its earlier credit rating or better by such rating agency; or
 - (C) *no credit rating*, and no rating agency assigns within 90 days of such time an investment grade credit rating to the Bonds (unless the Issuer is unable to obtain such a rating within such period having used all reasonable endeavours to do so),

Provided that if at the time of the occurrence of the Change of Control the Bonds carry a credit rating from more than one rating agency, at least one of which is investment grade, then sub-paragraph (A) will apply; and

- (iii) in making the relevant decision(s) referred to above, the relevant rating agency announces publicly or confirms in writing to the Issuer or the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control.
- (b) If a Put Event occurs, each Bondholder shall have the option to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Bond at its principal amount together with interest accrued to but excluding the date of redemption or purchase. Such option shall operate as set out below.
- (c) If a Put Event occurs then, within 21 days of the end of the 120 day period referred to in Condition 6.5(a)(ii)(A) or 6.5(a)(ii)(B) above or, as the case may be, the 90 day period referred to in Condition 6.5(a)(ii)(C) above, the Issuer shall, and upon the Trustee becoming so aware (the Issuer having failed so to do) the Trustee may, and, if so requested by the holders of at least one-quarter in principal amount of the Bonds then outstanding, shall, give notice (a **Put Event Notice**) to the Bondholders in accordance with Condition 12 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6.5.
- (d) To exercise the option to require the redemption or purchase of a Bond under this Condition 6.5 the Bondholder must deliver such Bond, on any Business Day (as defined in the Trust Deed) falling within the period (the **Put Period**) of 30 days after a Put Event Notice is given, at the specified office of any Paying Agent accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a **Put Notice**). The Bond must be delivered to the Paying Agent together with all Coupons appertaining thereto maturing after the date (the **Put Date**) seven days after the expiration of the Put Period, failing which the provisions of Condition 5.3 shall apply. The Paying Agent to which such Bond and Put Notice are delivered will issue to the Bondholder concerned a non-transferable receipt in respect of the Bond so delivered. The Issuer shall at its option redeem or purchase (or procure the purchase of) the relevant Bond on the Put Date unless previously redeemed or purchased and cancelled. Payment in respect of any Bond so delivered will be made, if the holder duly specified in the Put Notice a bank account to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender of such receipt at the specified office of any Paying Agent. A Put Notice, once given, shall be irrevocable.
- (e) If 80 per cent. or more in principal amount of the Bonds then outstanding have been redeemed or purchased pursuant to the provisions of this Condition 6.5, the Issuer may, on not less than 30 or more than 60 days' notice to the Bondholders given within 30 days after the Put Date, redeem, at its option, the remaining Bonds as a whole at a redemption price of the principal amount thereof plus interest accrued to but excluding the date of such redemption.
- (f) If the rating designations employed by any of Moody's or S&P are changed from those which are described in Condition 6.5(a)(ii) above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of Moody's or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P and Condition 6.5(a)(ii) shall be read accordingly.

6.6 Purchases

The Issuer or any of its Subsidiaries may at any time purchase Bonds (provided that all unmatured Coupons appertaining to the Bonds are purchased with the Bonds) in the open market or otherwise and at any price.

6.7 Cancellations

All Bonds which are (a) redeemed or (b) purchased by or on behalf of the Issuer or any of its Subsidiaries will forthwith be cancelled, together with all relative unmatured Coupons attached to the Bonds or surrendered with the Bonds, and accordingly may not be held, re-issued or resold.

6.8 Notices Final

Upon the expiry of any notice as is referred to in Condition 6.2, 6.3 or 6.5 above the Issuer shall be bound to redeem the Bonds to which the notice refers in accordance with the terms of such paragraph.

7. TAXATION

7.1 Payment without Withholding

All payments in respect of the Bonds by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed or levied by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Bondholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Bonds or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Bond or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to the Taxes in respect of the Bond or Coupon by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Bond or Coupon; or
- (b) presented for payment in the United Kingdom; or
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (d) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Bond or Coupon to another Paying Agent in a Member State of the European Union; or
- (e) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Presentation Date.

7.2 Interpretation

In these Conditions:

- (a) **Relevant Date** means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Bondholders by the Issuer in accordance with Condition 12; and
- (b) **Relevant Jurisdiction** means the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Bonds and Coupons.

7.3 Additional Amounts

Any reference in these Conditions to any amounts in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this Condition or under any undertakings given in addition to, or in substitution for, this Condition pursuant to the Trust Deed.

8. PRESCRIPTION

Bonds and Coupons will become void unless presented for payment within periods of 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the Bonds or, as the case may be, the Coupons, subject to the provisions of Condition 5.

9. EVENTS OF DEFAULT

9.1 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of the Bondholders shall (subject in each case to being indemnified to its satisfaction), give notice to the Issuer that the Bonds are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest as provided in the Trust Deed, in any of the following events (**Events of Default**):

- (a) if default is made in the payment of any principal or purchase price upon due redemption or purchase pursuant to Condition 6.3 or 6.5 or of any interest due in respect of the Bonds or any of them and the default continues for a period of 5 days in the case of principal or purchase price or 10 days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under these Terms and Conditions or the Trust Deed and (except in any case where the Trustee considers the failure to be incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) if (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer or any of its Principal Subsidiaries becomes due and repayable prematurely by reason of an event of default (however described); or (ii) the Issuer or any of its Principal Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment (as extended by any originally applicable grace period); or (iii) default is made by the Issuer or any of its Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person provided that no event described in this Condition 9.1(c) shall constitute an Event of Default unless the relevant amount of Indebtedness for Borrowed Money or other relevant liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness for Borrowed Money and/or other liabilities due and unpaid relative to all (if any) other events specified in (i) to (iii) above, amounts to at least £15,000,000 (or its equivalent in any other currency); or
- (d) if any order is made by any competent court or resolution is passed for the winding up or dissolution of the Issuer or any of its Principal Subsidiaries, save for the purposes of (i) reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Bondholders; or (ii) in the case of a Principal Subsidiary a voluntary solvent winding up or dissolution in connection with the transfer of all or a major part of the business, undertaking and assets of such Principal Subsidiary to the Issuer, another Principal Subsidiary or any Subsidiary which becomes a Principal Subsidiary as a result of such transfer; or
- (e) if the Issuer or any of its Principal Subsidiaries ceases or threatens to cease to carry on the whole or substantially the whole of its business, save for the purposes of (i) reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Bondholders; or (ii) in the case of a Principal Subsidiary a voluntary solvent winding up or dissolution in connection with the transfer of all or a major part of the business, undertaking and assets of such Principal Subsidiary to the Issuer, another Principal Subsidiary or any Subsidiary which becomes a Principal Subsidiary as a result of such transfer, or the Issuer or any of its Principal Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (f) if (i) proceedings are initiated against the Issuer or any of its Principal Subsidiaries under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any of its Principal Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or a

substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them, and (ii) in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order) unless initiated by the relevant company, is not discharged within 30 days, and (iii) is not for the purposes of (a) a reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Bondholders, or (b) in the case of a Principal Subsidiary, a voluntary solvent winding up or dissolution in connection with the transfer of all or a major part of the business, undertaking and assets of such Principal Subsidiary to the Issuer, another Principal Subsidiary or any Subsidiary which becomes a Principal Subsidiary as a result of such transfer; or

- (g) if the Issuer or any of its Principal Subsidiaries (or their respective directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) save for the purposes of (a) a reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Bondholders, or (b) in the case of a Principal Subsidiary, a voluntary solvent winding up or dissolution in connection with the transfer of all or a major part of the business, undertaking and assets of such Principal Subsidiary to the Issuer, another Principal Subsidiary or any Subsidiary which becomes a Principal Subsidiary as a result of such transfer; or
- (h) if any event occurs which, under the laws of any relevant jurisdiction, has an analogous effect to any of the events referred to in paragraphs (d) to (g) above.

PROVIDED that, in the case of any Event of Default other than those described in sub-paragraphs (a) and (in the case of a winding up or dissolution of the Issuer) (d) above, the Trustee has certified to the Issuer that the Event of Default is, in its opinion, materially prejudicial to the interests of the Bondholders.

9.2 Interpretation

For the purposes of this Condition:

- (a) a **Principal Subsidiary** of the Issuer at any time means a Subsidiary of the Issuer:
 - (i) whose turnover attributable to the Issuer (unconsolidated in the case of a Subsidiary which itself has Subsidiaries) or whose total assets (unconsolidated in the case of a Subsidiary which itself has Subsidiaries) represent not less than 5 per cent. of the consolidated turnover or, as the case may be, consolidated total assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated by reference to the then latest audited accounts of the Subsidiary and the then latest audited consolidated accounts of the Issuer and its Subsidiaries; or
 - (ii) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer which immediately before the transfer is a Principal Subsidiary of the Issuer,
 all as more particularly defined in the Trust Deed; and
- (b) **Indebtedness for Borrowed Money** means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit or any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing.

9.3 Certificate

A certificate signed by any two Authorised Signatories (as defined in the Trust Deed) of the Issuer that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary of the Issuer may be relied upon by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest or proven error, be conclusive and binding on all parties.

10. ENFORCEMENT

10.1 Enforcement by the Trustee

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Bonds and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Bonds or the Coupons unless (a) it has been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding and (b) it has been indemnified to its satisfaction.

10.2 Enforcement by the Bondholders

No Bondholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

11. REPLACEMENT OF BONDS AND COUPONS

Should any Bond or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

12. NOTICES

All notices to the Bondholders will be valid if published in a leading English language daily newspaper published in London or such other English language daily newspaper with general circulation in Europe as the Trustee may approve. It is expected that publication will normally be made in the *Financial Times*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition.

13. SUBSTITUTION

The Trustee may, without the consent of the Bondholders or Couponholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Bonds, the Coupons and the Trust Deed of a Subsidiary of the Issuer, subject to:

- (a) the Bonds being unconditionally and irrevocably guaranteed by the Issuer;
- (b) the Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution; and
- (c) certain other conditions set out in the Trust Deed being complied with.

14. MEETINGS OF BONDHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

14.1 Meetings of Bondholders

The Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Terms and Conditions or any of the provisions of the Trust Deed. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing more than 50 per cent. in principal amount of the Bonds for the time being outstanding, or at any adjourned such meeting one or more persons present whatever the principal amount of the Bonds held or represented by him or them, except that, at any meeting the business of which includes the modification or abrogation of certain of the provisions of these Terms and Conditions and certain of the provisions of the Trust Deed (as more particularly described in the Trust Deed), the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the principal amount of the Bonds for the time being

outstanding. The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in principal amount of the Bonds for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-fourths in principal amount of the Bonds for the time being outstanding shall, in each case, be effective as an Extraordinary Resolution of the Bondholders. An Extraordinary Resolution passed by the Bondholders will be binding on all Bondholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

14.2 Modification, Waiver, Authorisation and Determination

The Trustee may agree, without the consent of the Bondholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Terms and Conditions or any of the provisions of the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such provided that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest or proven error.

14.3 Trustee to have Regard to Interests of Bondholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Bondholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

14.4 Notification to the Bondholders

Any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Bondholders and the Couponholders and, unless the Trustee agrees otherwise, any modification or substitution shall be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 12.

15. INDEMNIFICATION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER

15.1 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified to its satisfaction.

15.2 Trustee Contracting with the Issuer

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/ or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Bondholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

16. FURTHER ISSUES

The Issuer is at liberty from time to time without the consent of the Bondholders or Couponholders to create and issue further bonds or notes, provided, however, that such further bonds will be fungible for US federal income tax purposes, (whether in bearer or registered form) either (a) ranking *pari passu* in all respects (or in all respects

save for the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the outstanding bonds or notes of any series (including the Bonds) constituted by the Trust Deed or any supplemental deed or (b) upon such terms as to ranking, interest, conversion, redemption and otherwise as the Issuer may determine at the time of the issue. Any further bonds or notes which are to form a single series with the outstanding bonds or notes of any series (including the Bonds) constituted by the Trust Deed or any supplemental deed shall, and any other further bonds or notes may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of bonds or notes of other series in certain circumstances where the Trustee so decides.

17. GOVERNING LAW

The Trust Deed, the Bonds and the Coupons, and any non-contractual obligations arising out of or in connection with the Trust Deed, the Bonds and the Coupons, are governed by, and will be construed in accordance with, English law.

18. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Bond, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE REPRESENTED BY THE GLOBAL BONDS

The following is a summary of the provisions to be contained in the Trust Deed to constitute the Bonds and in the Global Bonds which will apply to, and in some cases modify, the Terms and Conditions of the Bonds while the Bonds are represented by the Global Bonds.

1. Exchange

The Permanent Global Bond will be exchangeable in whole but not in part (free of charge to the holder) for definitive Bonds only:

- (a) upon the happening of any of the events defined in the Trust Deed as Events of Default;
- (b) if either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee is available; or
- (c) if the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Bonds in definitive form and a certificate to such effect signed by two Authorised Signatories of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holder of the Permanent Global Bond (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and (in the case of (c) above) the Issuer may give notice to the Trustee and the Bondholders, of its intention to exchange the Permanent Global Bond for definitive Bonds on or after the Exchange Date (as defined below).

On or after the Exchange Date the holder of the Permanent Global Bond may or, in the case of (c) above, shall surrender the Permanent Global Bond to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Bond the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of definitive Bonds (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Bond), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Bond, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant definitive Bonds.

For these purposes, **Exchange Date** means a day specified in the notice requiring exchange falling not less than 60 days after that on which such notice is given and being a day on which banks are open for general business in the place in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (b) above, in the place in which the relevant clearing system is located.

2. Payments

On and after 12 November 2013, no payment will be made on the Temporary Global Bond unless exchange for an interest in the Permanent Global Bond is improperly withheld or refused. Payments of principal and interest in respect of Bonds represented by a Global Bond will, subject as set out below, be made to the bearer of such Global Bond and, if no further payment falls to be made in respect of the Bonds, against surrender of such Global Bond to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Bondholders for such purposes. The Issuer shall procure that the amount so paid shall be entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg and the nominal amount of the Bonds recorded in the records of Euroclear and Clearstream, Luxembourg and represented by such Global Bond will be reduced accordingly. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of Euroclear and Clearstream, Luxembourg shall not affect such discharge. Payments of interest on the Temporary Global Bond (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-U.S. beneficial ownership unless such certification has already been made.

3. Notices

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 12. Any such

notice shall be deemed to have been given to the Bondholders on the second day after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any of the Bonds held by a Bondholder are represented by a Global Bond, notices to be given by such Bondholder may be given by such Bondholder (where applicable) through Euroclear and/or Clearstream, Luxembourg and otherwise in such manner as the Principal Paying Agent and Euroclear and Clearstream, Luxembourg may approve for this purpose.

4. Accountholders

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders and giving notice to the Issuer) other than with respect to the payment of principal and interest on such principal amount of such Bonds, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Bond in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Bond.

5. Prescription

Claims against the Issuer in respect of principal and interest on the Bonds represented by a Global Bond will be prescribed after 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in Condition 7).

6. Cancellation

Cancellation of any Bond represented by a Global Bond and required by the Terms and Conditions of the Bonds to be cancelled following its redemption or purchase will be effected by the Principal Paying Agent instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of such Bonds.

7. Put Option

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Bondholders provided for in Condition 6.5 may be exercised by an Accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common safekeeper for them to the Principal Paying Agent by electronic means) of the principal amount of the Bonds in respect of which such option is exercised and at the same time the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Bonds redeemed within the time limits set forth in that Condition.

8. Redemption at the Option of the Issuer

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Bonds will be required under Condition 6.4 in the event that the Issuer exercises its call option pursuant to Condition 6.3 in respect of less than the aggregate principal amount of the Bonds outstanding at such time. In such event, the standard procedures of Euroclear and/or Clearstream, Luxembourg shall operate to determine which interests in the Global Note(s) are to be subject to such option.

9. Euroclear and Clearstream, Luxembourg

References in the Global Bonds and this summary to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee.

10. Eurosystem Eligibility

The Global Bonds will be issued in New Global Note (**NGN**) form. This means that the Bonds are intended upon issue to be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg (each acting in its capacity as International Central Securities Depository) and does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

USE OF PROCEEDS

The net proceeds of the issue of the Bonds, amounting to at least £248,767,500 (before deduction of expenses), will be applied by the Issuer for its general corporate purposes, including the refinancing of existing debt, funding ongoing trading operations and possible future share repurchases.

DESCRIPTION OF THE ISSUER

Introduction

NEXT plc (the **Issuer**) was incorporated under the laws of England and Wales on 9 April 2002 and is the parent company of the NEXT Group (the **Group** or **NEXT**). Substantially all of the Issuer's operations are carried out through its subsidiaries. The registered office of the Issuer is at Desford Road, Enderby, Leicester LE19 4AT in the United Kingdom and its shares are listed on the London Stock Exchange. NEXT plc is a member of the FTSE100 and has a market capitalisation in excess of £7 billion. Group turnover and underlying profit before tax for the year to January 2013 were £3,548 million and £622 million respectively. The Issuer's telephone number is 0844 844 8888.

Principal activities

NEXT is a predominantly UK based multi-channel retailer offering clothing, footwear, accessories and home products. The Group is primarily comprised of:

- NEXT Retail, a chain of more than 500 stores in the UK and Eire.
- NEXT Directory, a home shopping catalogue and website with over 3 million active customers and international websites serving approximately 60 countries.
- NEXT International Retail, with 185 mainly franchised stores around the world.
- NEXT Sourcing, which designs, sources and buys NEXT branded products.
- Lipsy, which designs and sells its own branded younger women's fashion products.

Business strategies & objectives

The primary financial objective of the Group is the delivery of sustainable long term growth in earnings per share (**EPS**), a key driver of shareholder value. Underlying EPS for the year to January 2013 increased by 16.6 per cent. on the previous year and over the last ten years both EPS and the share price have increased by more than 300 per cent. This long term value has been created through the consistent pursuit of the following strategies:

- Improving and developing NEXT product ranges, success in which is measured by sales performance.
- Profitably increasing retail selling space. New store appraisals must meet demanding financial criteria before the investment is made, and success is measured by achieved sales and profit contribution against appraised targets. The store portfolio is actively managed, with openings and closures based on store profitability and cash payback.
- Increasing the number of NEXT Directory customers and their spend, both in the UK and through international online sales.
- Managing gross and net margins through efficient product sourcing, stock management and cost control.
- Maintaining the Group's financial strength through an efficient balance sheet and secure financing structure.
- Generating cash to increase dividends and purchase NEXT shares, when it is earnings enhancing and in the interests of shareholders generally.

Background

The Group was founded in 1864 when J Hepworth & Son (**Hepworths**) opened its first menswear store in Leeds, England. In 1981, Hepworths bought a chain of womenswear stores and rebranded them NEXT.

In 1991, the move to larger stores commenced, bringing together all four product groups and ranges across both the retail and home shopping formats. The Directory website was launched in 1999 to augment the traditional catalogue offer and has become a significant part in the growth of the Group's sales and profitability. The strategy of larger stores and multi-channel retailing has been continuously developed over the past two decades; one brand, three ways of shopping.

NEXT Retail currently trades from over 540 stores and approximately 6.9 million square feet in the UK and Eire. The average store size is 12,700 square feet although in recent years larger format stores have been developed and there are now around 70 stores of over 20,000 square feet. NEXT's largest store is in Manchester, which trades from over 80,000 square feet. NEXT Directory has over 3.6 million active customers and a credit book of customer receivables of almost £600 million.

Businesses

NEXT is primarily focussed on its own brand business, which is carried out via its Retail stores and Directory home shopping operation, primarily in the UK and Eire. In addition, NEXT has an International franchise network and an overseas web-based home shopping offer. These NEXT businesses are supported by its wholly owned product sourcing business, NEXT Sourcing and an extensive geographic network of third party suppliers.

NEXT Retail and NEXT Directory generate over 95 per cent. of the Group's turnover and are the most important businesses within the Group. In the year to January 2013 their combined turnover was £3,384 million and operating profits were £633 million.

NEXT's strategy continues to focus on the development of its own brand product ranges. These wider ranges are made available by increasing the average size of Retail stores adding pages to the Directory and developing its websites. NEXT also offers ranges of non-NEXT branded clothing and other products through the Directory. In 2011 NEXT Retail launched a new, large store concept in Shoreham. This included new product areas such as outdoor living, garden and light DIY, as well as clothing and homewares. Since then, another 3 similar style stores have been opened and a further 2 are due in the coming year.

The objective for NEXT Retail is to profitably expand selling space, thereby offering customers greater choice of product in more comfortable and stimulating shopping environments. The objective for NEXT Directory is to increase the number of customers using the NEXT Directory catalogue and websites by increasing the breadth of offering available.

NEXT International reported turnover of £78 million and operating profit of £8 million for the year to January 2013 and now trades from over 180 stores in Europe, the Middle East and the Far East. In addition, NEXT has been developing its international online business, which had sales of £54 million and profit of £10 million last year. Deliveries are available to over 60 countries, the largest sales being to Australia, Eire, Germany, Russia and USA.

NEXT Sourcing designs and sources products for the Retail, Directory and International operations. Offices are maintained in many countries including the UK, Hong Kong, China, Sri Lanka, Bangladesh and India. In addition, NEXT Sourcing operates garment manufacturing facilities in Sri Lanka with circa 2,300 employees. Last year, NEXT Sourcing reported operating profits of £31 million.

Lipsy is a young ladies fashion brand that was acquired in September 2008 and last year contributed net profit of £2 million from sales of £58 million.

The Group's other operating businesses are supported by its central management functions, including a property division which owns and operates the Group's freehold and leasehold assets. The Group holds investments in two associated companies, Choice (a discount fashion retailer which operates twenty outlets) and Cotton Traders (a casual fashion, home shopping and retail business). Together, the Group's other businesses and central activities contributed net profits of £4 million.

Share buybacks have been an integral feature of the Issuer's strategy to deliver sustainable long term growth in earnings per share.

Since commencing share buybacks in 2000, the Issuer has reduced its issued share capital from 374 million shares to 157 million shares at July 2013. Share buybacks are financed out of free cash flows from the Group's operations after the capital investment needs of the business including new stores and warehouses. The Issuer has consistently applied three important constraints on the quantum of share buybacks.

- development of the Group's core businesses has priority over the use of capital and share buybacks are not an alternative to capital investment;
- dividends to grow in line with underlying growth in EPS; and
- strong intention to maintain investment grade credit rating.

Board of Directors

Title	Name	Significant Outside Interests
Chairman	John Barton	Chairman of Catlin Group Limited and easyJet plc.
Chief Executive	Lord Wolfson of Aspley Guise	–
Group Product Director	Christos Angelides	–
Group Finance Director	David Keens	–
Group Operations Director	Michael Law	–
Group Sales and Marketing Director	Jane Shields	–
Senior independent non-executive director	Jonathan Dawson	Non-executive director of Jardine Lloyd Thompson Group plc, National Grid plc and a partner in Penfida Partners LLP.
Non-executive director	Steve Barber	Partner in The Objectivity Partnership and a member of the Audit Quality Forum.
Non-executive director	Christine Cross	Non-executive director of Sonae Group Ltd (Portugal), Woolworths Limited (Australia) and Kathmandu Limited (New Zealand) and a retail advisor to Apax Partners and Warburg Pincus.
Non-executive director	Caroline Goodall	Non-executive director of SVG Capital plc and a non-executive on the Partnership Board of Grant Thornton UK LLP and trustee and member of the Council of the National Trust.
Non-executive director	Francis Salway	Chairman of Town & Country Housing Group and non-executive director of Cadogan Group Limited.

The Company Secretary is Andrew McKinlay. All non-executive directors are members of the Audit, Remuneration and Nomination Committees. In addition, John Barton (Chairman) is a member of the Nomination and Remuneration Committees. The business address of each of the above persons is Desford Road, Enderby, Leicester LE19 4AT.

There are no contracts outside of the normal course of business which could result in any Group member being under an obligation which is material to the Issuer's ability to meet its obligations under the issue of the Bonds.

There are no potential conflicts of interest between the duties owed by the directors or the Company Secretary to the Issuer or other members of the Group and their private interests.

TAXATION

The following applies only to persons who are the beneficial owners of Bonds and Coupons and are comments of a general nature based on the Issuer's understanding of current law and practice in the United Kingdom relating to certain aspects of United Kingdom taxation. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. The United Kingdom tax treatment of Prospective Bondholders and Couponholders depends on their individual circumstances and may be subject to change in the future. Prospective Bondholders or Couponholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice. The description below assumes that there will be no substitution of the Issuer.

1. United Kingdom Tax

Payment of interest on the Bonds

The Bonds will constitute "quoted Eurobonds" within the terms of section 987 of the Income Tax Act 2007 (the **Act**) as long as they are and continue to be listed on a "recognised stock exchange", as defined in section 1005 of the Act. The London Stock Exchange is a recognised stock exchange. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading by the London Stock Exchange. There is no requirement to withhold or deduct for or on account of United Kingdom tax in relation to interest payments made (or in the case of collecting agents, received) in respect of quoted Eurobonds. Accordingly, provided, therefore, that the Bonds remain so listed at the time of payment of interest, interest on the Bonds will be payable without withholding or deduction on account of United Kingdom tax.

Interest on the Bonds may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Bonds is paid by a Company and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Bonds is paid reasonably believes) that the beneficial owner is a company within the charge to United Kingdom corporation tax as regards the payment of interest provided that HM Revenue and Customs has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

In other cases, an amount must be generally withheld from payments of interest on the Bonds on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any direction to the contrary from HM Revenue and Customs in respect of such relief as may be available pursuant to the provision of any applicable double taxation treaty.

HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest; and securities transactions.

The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment derived from securities; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities.

The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid. HMRC is generally not able to obtain information (under its power relating solely to interest) about a payment of interest to (or a receipt for) a person that is not an individual. This limitation does not apply to HMRC's power to obtain information about payments derived from securities.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions.

Further United Kingdom Income Tax Issues

Interest on the Bonds constitutes United Kingdom source income for tax purposes and, as such, may be subject to income tax by direct assessment even where paid without withholding.

However, interest with a United Kingdom source received without deduction or withholding on account of United Kingdom tax will not be chargeable to United Kingdom tax in the hands of a Bondholder (other than

certain trustees) who is not resident for tax purposes in the United Kingdom unless that Bondholder carries on a trade, profession or vocation in the United Kingdom through a United Kingdom branch, agency or permanent establishment in connection with which the interest is received or to which the Bonds are attributable. There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers).

Where interest has been received under deduction of United Kingdom income tax, a Bondholder who is not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in an applicable double taxation treaty.

Bondholders should note that the provisions relating to additional amounts referred to in Condition 7 of the Bonds (Taxation) above would not apply if HM Revenue and Customs sought to assess directly the person entitled to the relevant interest to United Kingdom tax on income. However, exemptions from, or reduction of, such United Kingdom tax liability may be available under an applicable double taxation treaty.

2. United Kingdom Corporation Tax Payers

General Provisions in relation to Corporation Tax

In general, Bondholders who are within the charge to United Kingdom corporation tax will be charged to tax as income on all returns, profits or gains on, and fluctuations in value of, the Bonds (whether attributable to currency fluctuations or otherwise) broadly in accordance with their statutory accounting treatment.

3. Other United Kingdom Tax Payers

Taxation of Chargeable Gains

The Bonds will constitute “qualifying corporate bonds” within the meaning of section 117 of the Taxation of Chargeable Gains Act 1992. Accordingly, a disposal by a Bondholder of a Bond will not give rise to a chargeable gain or an allowable loss for the purposes of the UK taxation of chargeable gains.

Accrued Income Scheme

On a disposal of Bonds by a Bondholder, any interest which has accrued since the last interest payment date may be chargeable to tax as income under the rules of the accrued income scheme as set out in Part 12 of the Act, if that Bondholder is resident or ordinarily resident in the United Kingdom or carries on a trade in the United Kingdom through a branch or agency to which the Bonds are attributable and is not subject to United Kingdom corporation tax.

4. Stamp Duty and Stamp Duty Reserve Tax (SDRT)

No United Kingdom stamp duty or SDRT is payable on the issue of Bonds or on a transfer by delivery of the Bonds.

5. European Union Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The European Commission has proposed certain amendments to the Directive which may, if implemented, amend or broaden the scope of the requirements described above.

6. The proposed financial transactions tax ("FTT")

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Bonds (including secondary market transactions) in certain circumstances.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Bonds where at least one party

is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Bonds are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Barclays Bank PLC, HSBC Bank plc, Lloyds Bank plc, The Royal Bank of Scotland plc, Goldman Sachs International and UBS Limited (the **Managers**) have, pursuant to a Subscription Agreement (the **Subscription Agreement**) dated 30 September 2013, jointly and severally agreed to subscribe for the Bonds at the issue price of 99.882 per cent. of the principal amount of Bonds. The Issuer will pay to the Managers a combined management and underwriting commission and has agreed to indemnify the Managers against certain liabilities incurred in connection with the issue of the Bonds. The Subscription Agreement may be terminated in certain circumstances prior to payment of the Issuer.

United States

The Bonds have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Manager has represented and agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Bonds (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (the **Distribution Compliance Period**) within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells any Bonds during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

United Kingdom

Each Manager has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Bonds in, from or otherwise involving the United Kingdom.

General

No action has been taken by the Issuer or any of the Managers that would, or is intended to, permit a public offer of the Bonds in any country or jurisdiction where any such action for that purpose is required. Accordingly, each Manager has undertaken that it will not, directly or indirectly, offer or sell any Bonds or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Bonds by it will be made on the same terms.

GENERAL INFORMATION

Authorisation

1. The issue of the Bonds was duly authorised by a resolution of a duly established Committee of the Board of Directors of the Issuer dated 25 September 2013.

Listing

2. It is expected that listing will be granted on or about 3 October 2013, subject only to the issue of the Temporary Global Bond. Prior to the listing of the Bonds, dealings will be permitted by the London Stock Exchange in accordance with its rules.

The total expenses relating to the listing of the Bonds are approximately £7,175.

Clearing Systems

3. The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The ISIN for this issue is XS0975833319 and the Common Code is 097583331.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, and the address of Clearstream, Luxembourg is Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg.

No significant or material adverse change

4. Save for the effect of the matters detailed below there has been no material adverse change in the financial position or prospects of the Issuer or the Group since 26 January 2013, nor has there been any significant change in their financial or trading positions since 27 July 2013.

As shown in the Issuer's consolidated unaudited interim financial statements for the half year ending 27 July 2013, the Group generated £217 million of post-tax profits and its net assets reduced from £286 million to £198 million. The reduction in net assets was due primarily to:

- £111 million provision for the final dividend paid on 1 August 2013;
- £176 million of share buybacks made, provided for or expired; and
- £24 million net cash outflow of shares purchased by the Next Employee Share Ownership Trust, less exercise proceeds from shares issued to employees.

At 27 July 2013, the Issuer had in place an irrevocable close period programme to buy back up to 1,000,000 of its ordinary shares for cancellation and provided £48 million for the maximum potential cash cost within the total buyback cost of £176 million noted above. Only 161,978 shares were purchased, at a cost of £8 million, prior to its expiry on 6 September 2013. The remaining £40 million provision has since been credited back to equity. Subsequently, during the period to 25 September 2013, the Issuer purchased 505,017 of its ordinary shares in the open market at a total cost of £26 million, and also entered into a contingent contract for the purchase of up to 270,000 shares at a maximum cost of £13 million. These recent share purchases are consistent with the Issuer's longstanding practice of returning surplus cash to shareholders through share buybacks and such share buybacks remain ongoing and subject to change.

At 27 July 2013, the Issuer's net assets included foreign exchange and interest rate derivatives which, under IFRS, had a fair value of £38 million. This was partially offset by an increase of £24 million in the fair value of its bonds. At 31 August 2013, these amounts were £25 million and £19 million respectively.

Litigation

5. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) of which the Issuer is aware in the 12 months preceding the date of this Prospectus which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group.

Accounts

6. The auditors of the Issuer are Ernst & Young LLP, Registered Auditor, who have audited the Issuer's accounts, without qualification, in accordance with International Standards on Auditing (UK and Ireland) for the financial years ended 26 January 2013 and 28 January 2012.

The auditors of the Issuer have no material interest in the Issuer.

U.S. tax

7. The Bonds and Coupons will contain the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

Documents

8. Copies of the following documents will be available from the specified office of the Issuer in Leicester for a period of 12 months from the date of this Prospectus:

- (a) the Memorandum and Articles of Association of the Issuer; and
- (b) drafts of the Trust Deed and the Agency Agreement.

Copies of this Prospectus and any documents incorporated by reference in this Prospectus, including copies of the audited financial statements of the Issuer and the Group in respect of the financial years ended 26 January 2013 and 28 January 2012 (including, in each case, all notes, reports or information required by the Companies Act 2006), will be available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange at the following address:

<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

Yield

9. The yield on the Bonds will be 4.387 per cent. per annum.

The yield is calculated at the Closing Date on the basis of the Issue Price. It is not an indication of future yield.

Interest of natural and legal persons

10. Save for the commission payable to the Managers (as described under “*Subscription and Sale*” above), so far as the Issuer is aware, no person involved in the issue of the Bonds has an interest material to the offer of the Bonds.

REGISTERED OFFICE OF THE ISSUER

Next plc
Desford Road
Enderby
Leicester LE19 4AT

TRUSTEE

The Law Debenture Trust Corporation p.l.c.
Fifth Floor
100 Wood Street
London EC2V 7EX

PRINCIPAL PAYING AGENT

HSBC Bank plc
8 Canada Square
London E14 5HQ

PAYING AGENT

Banque Internationale à Luxembourg, société anonyme
69, route d'Esch
L-2953 Luxembourg

LEGAL ADVISERS

To the Issuer
Eversheds LLP
One Wood Street
London EC2V 7WS

To the Managers and the Trustee
Allen & Overy LLP
One Bishops Square
London E1 6AD

AUDITORS

To the Issuer
Ernst & Young LLP
One Colmore Row
Birmingham
B3 2DB

next