

BARCLAYS WEALTH

Guaranteed Capital Account

A two-in-one capital protected deposit which provides an attractive fixed return over one year and exposure to global equity indices over five years.

Issue 15 – Limited offer: closes 20 December 2007

Available in sterling and US dollars

Brought to you exclusively by Barclays

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The Guaranteed Capital Account at a glance

- The Account is available in either sterling or US dollars.
- The Guaranteed Capital Account is a capital-protected deposit (if held for the full term).
- The deposit is split between two accounts: a one-year Cash Deposit Account (33.33%) and a five-year Index Linked Account (66.67%). The five-year Index Linked Account gives equally-weighted exposure to the Dow Jones EURO STOXX 50®, S&P 500®, Nikkei 225 and the FTSE® 100 (the 'Asset Basket').
- Depositors receive 8.0% gross*/AER** on the Cash Deposit Account.
- Interest rate bonus of an additional 1% on the Cash Deposit Account (giving 9.0% gross*/AER**) is available for applications received and approved on or before 6 December 2007.

Key dates

Offer period ¹	19 November to 20 December 2007
Debit date	Your nominated bank account will be debited on the date of receipt of your completed application. No interest will be paid between the date of receipt of applications and the deposit start date
Deposit start date	31 December 2007
Interest rate bonus available if applying on or before:	6 December 2007
Maturity date	Cash Deposit Account - 31 December 2008 Index Linked Account - 31 December 2012
All proceeds available by	Two working days after the maturity date for the Cash Deposit Account and five working days after the maturity date for the Index Linked Account

Please read the paragraph titled 'Make a deposit early and receive better returns' on page 8 to understand the position in respect of depositing on or before 6 December 2007.

¹ We may extend the offer period or close it early without notice, at our discretion.

* Gross - the interest rate paid without the deduction of tax. Individuals should check their own tax situation as there may be a potential tax liability.

** AER - Annual Equivalent Rate illustrates what the interest rate would be if the interest was paid and compounded each year.

Please take the time to read this booklet thoroughly, including the Terms and Conditions. Remember, the information in this brochure does not constitute tax, legal or investment advice. If you are at all unsure about how the Account work or its suitability to your needs, you should seek advice.

Is this product right for you?

To help you decide if the Guaranteed Capital Account (“the Account”) is right for you, here is a summary of key points you should think about. Before depositing, please consider all the risks associated with buying such a product and the commitment you are making.

Yes, I am happy to make a deposit because:

- I want to share in some of the return potential of the equity markets tracked by the Index Linked Account over the term of the account
- I am unlikely to need access to my money over the next five years
- I want to enjoy an attractive rate of interest over the short term
- I want to know that my original deposit is capital guaranteed provided that I leave it for the full relevant term
- I have a minimum of £10,000/\$15,000 to deposit

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

- I cannot accept not being able to withdraw my money before the end of the five-year term as I might need it in an emergency
- I want a regular income from my money
- I don't want to risk getting less under the Account than I would have done in an ordinary deposit account

Introducing the Guaranteed Capital Account

This section provides you with an overview of the Account and will help you decide whether this Account might be appropriate for you.

What is the Guaranteed Capital Account?

The Account is provided by Barclays Bank PLC. Deposits will be held with Barclays Bank PLC Isle of Man. Your deposit will be recorded and separately identified by the Account Manager.

The Guaranteed Capital Account is a fully capital-protected deposit account (if held for the full term), available in sterling and US dollars.

The Account comprises two elements:

- **a Cash Deposit Account which pays a fixed interest rate over a one-year term**
- **a five-year Index Linked Account whose return is based on the performance of the following indices: Dow Jones EURO STOXX 50®, S&P 500®, Nikkei 225 and the FTSE® 100.**

The Account is designed for depositors who:

- **need to know their initial deposit is safe**
- **want to earn an attractive rate of interest over the short term**
- **want to benefit from a percentage of any rise in the indices tracked**
- **can afford to lose access to their money for the full term of the Account**

Features of the deposit

Your initial deposit is capital protected, which means that it is guaranteed to be repaid after the Cash Deposit Account (one-year term) and the Index Linked Account (five-year term) mature.

Your initial deposit is divided between two accounts:

- **One-third (33.33%)** of your initial deposit is placed into a one-year Cash Deposit Account. Depositors will receive a guaranteed fixed return of 8.0% p.a. gross*/AER**. The capital and interest will be repaid after one year. Please note that no interest will be paid between the debit date and the deposit start date.
 - Depositors who make a deposit on or before 6 December 2007 will enjoy an enhanced rate of 9.0% p.a. gross/AER.
- **Two thirds (66.67%)** of your initial deposit will be placed into a five-year Index Linked Account which will pay a return equal to: 72.50% of the rise, if any, in the Asset Basket for sterling depositors; or 55% of the rise, if any, in the Asset Basket for US dollar depositors. The capital in the Index Linked Account plus any return is repaid after five years.

The components of the Asset Basket are subject to monthly averaging over the final 12 months of the term.

Which indices are used?

The Asset Basket consists of equal weightings in the following stock market indices:

- **The FTSE® 100, which measures the capital performance of shares of the UK's 100 largest quoted companies.**
- **The S&P 500®, which measures the capital performance of the 500 largest quoted companies in the USA.**
- **The Dow Jones EuroStoxx 50®, which measures the performance of the 50 largest stocks in the Eurozone excluding the UK.**
- **The Nikkei 225, which measures the performance of 225 leading Japanese companies.**

These indices are subject to monthly averaging over the final 12 months of the term. You should be aware that the averaging could act to restrict the return on the Account. Finally, you should note that the calculation of the performance of these indices is not affected by changes in exchange rates over the term of the Account.

Things to consider before making a deposit

Making a deposit in this product is not the same as investing in shares

You might get back less from the Index Linked Account than if you invest directly in shares represented by the indices tracked by this Account. Shares attract dividends which are not reflected in this Account so you do not benefit from them; however, unlike investments in shares, your capital is guaranteed provided that you retain your deposit until the end of the term. You also enjoy a competitive rate of interest on the Cash Deposit Account. If the deposit is encashed early you may get back less than your initial deposit.

This Account is capital guaranteed

Your capital is guaranteed and you will receive full repayment of your initial deposit at maturity. Please note that this guarantee refers only to the obligation of Barclays Bank PLC to repay your capital in full and any return. The issue is not guaranteed by any third party.

How does the Account compare to an ordinary deposit account?

If the indices only grow moderately, or indeed, fall over the relevant deposit period, any return paid with respect to the Index Linked Account could be less than you could have earned in an ordinary deposit account.

You would also have ready access to your money in an ordinary deposit account. This is not the case under the Account.

Access to your deposit

As the Account is a deposit, your initial capital will be returned at maturity even if the value of the indices fall over the term. You should think very carefully whether or not you wish to tie up your money for the term of the deposit. You will not be allowed access to it in any circumstances during the deposit term other than in the event of death (personal customers) or insolvency/ dissolution (companies/trusts). (Please see terms 11 and 12 of the Terms and Conditions.)

However, if you need access to your funds during the term of the Account, Barclays Bank PLC may be prepared to consider it as collateral. As a guide, the Loan-to-Value ratio to be applied when calculating the collateral value of the account is shown in the table in term 8.

Where the cost of that borrowing is greater than the return generated by the account you may suffer a net loss in value on an aggregate basis even if the account has generated a positive return.

You must ensure that you fully understand the impact of borrowing on the deposit and the consequences of failing to meet interest and capital repayment obligations of the borrowing. This is explained in detail in the credit facility documentation.

Please discuss this with your private banker or investment adviser prior to making any decision.

The Guaranteed Capital Account in detail

How does the Account work?

Your initial deposit is divided between two accounts with one-third (33.33%) placed into the Cash Deposit Account and two thirds (66.67%) into the five-year Index Linked Account. Your initial deposit is guaranteed, meaning that it is guaranteed to be repaid in full shortly after the maturity date (as described in the Terms and Conditions).

How is the return calculated?

On 31 December 2008 the Cash Deposit Account will mature:

- Depositors are guaranteed repayment of one-third of their total initial deposit plus a guaranteed fixed return of 8.0% p.a. gross*/AER**

The Index Linked Account matures on 31 December 2012:

- Depositors are guaranteed repayment of two-thirds of their total initial deposit plus a gross payment calculated as follows:
 - the Initial Index Level for the five-year Index Linked Account is the arithmetic average of the closing levels of the indices within the Asset Basket on 31 December 2007
 - the Final Index Level for the five-year Index Linked Account is the arithmetic average of the Asset Basket's value taken over the last twelve months of the term (13 observation points). The Asset Basket's value at each of these points is the arithmetic average of the closing levels of the components within the Asset Basket on each of those dates
 - the difference between the Initial Index Level and the Final Index Level represents the rise or fall of the Asset Basket during the term
 - the return is then calculated as being equal to: 72.50% of the rise, if any, in the Asset Basket for sterling depositors; or 55% of the rise, if any, in the Asset Basket for US dollar depositors.

Make a deposit early and receive better returns

Clients who deposit on or before 6 December 2007 will receive an enhanced rate of 9.0% p.a. gross*/AER** on the funds held within the Cash Deposit Account.

Charges and expenses

No additional fees/charges are payable on the sum invested. All costs are reflected in the terms of the Account.

Examples of potential returns

The tables below illustrate, for a number of market conditions, what you would receive at the end of the deposit period, if you were to deposit £15,000 and \$15,000 respectively.

Capital amount deposited in 1-year Cash Deposit Account	Capital & Return paid on 31/12/2008	Capital amount deposited in Index Linked Account	Averaged Asset Basket performance	Return on Index Linked Account	Capital & Return paid-Index Linked Account
£5,000	£5,400	£10,000	40%	29%	£12,900
£5,000	£5,400	£10,000	30%	21.75%	£12,175
£5,000	£5,400	£10,000	20%	14.50%	£11,450
£5,000	£5,400	£10,000	0%	0%	£10,000
£5,000	£5,400	£10,000	-20%	0%	£10,000
£5,000	£5,400	£10,000	-30%	0%	£10,000
£5,000	£5,400	£10,000	-40%	0%	£10,000

Capital amount deposited in 1-year Cash Deposit Account	Capital & Return paid on 31/12/2008	Capital amount deposited in Index Linked Account	Averaged Asset Basket performance	Return on Index Linked Account	Capital & Return paid-Index Linked Account
\$5,000	\$5,400	\$10,000	40%	22%	\$12,200
\$5,000	\$5,400	\$10,000	30%	16.50%	\$11,650
\$5,000	\$5,400	\$10,000	20%	11%	\$11,000
\$5,000	\$5,400	\$10,000	0%	0%	\$10,000
\$5,000	\$5,400	\$10,000	-20%	0%	\$10,000
\$5,000	\$5,400	\$10,000	-30%	0%	\$10,000
\$5,000	\$5,400	\$10,000	-40%	0%	\$10,000

Please note that the figures above are examples only and that changes in the performance levels have been chosen solely to demonstrate the potential returns.

How easy is it to make a deposit?

Making a deposit couldn't be easier

Simply read the brochure, including the Terms and Conditions, then complete the application form and return it with all the relevant documentation to the address provided, or phone +44 (0)1624 684000***

You can also find further details on www.barclays.com/internationalpersonal. The minimum deposit is £10,000/\$15,000.

***Calls may be recorded for security reasons and so that we may monitor the quality of our service.

Lines are open from 9am to 5pm Monday to Friday.

Call costs may vary. Please check with your telecoms provider.

Application deadlines

- **All applications must be received by Barclays Bank PLC Isle of Man before 5pm on 20 December 2007**
- **Applications received after the deadline will not be accepted**
- **Your deposit will be placed in the Account once your application has been accepted by Barclays Bank PLC Isle of Man**
- **We may extend the offer period at our discretion**
- **We also reserve the right to close the offer early without notice, e.g. if the amount of deposits received exceeds the maximum set for the Account**

Keeping in touch with your deposit

We will acknowledge in writing your application to open an Account within 72 hours of receipt of your application. We will provide you with statements twice a year, as at 30 June and 31 December. These statements will show the value of the components of the Asset Basket on the deposit start date, the value of your Account and any changes since the last statement that was sent to you.

Why Barclays?

Strength in numbers

While many banks and investment houses offer strength in individual services, few have a global perspective and the resources to deliver excellence across a wide range of wealth-management disciplines. Barclays is among the few.

For the private investor, the task of selecting, monitoring and managing investments has become increasingly difficult. Barclays seeks to remove some of the complexity by offering you a simple and flexible point of access to a comprehensive range of investment solutions. As one of Europe's top ten banks (as measured by stock market value), we are proud of our investment heritage and credentials.

As at the date of printing this brochure:

- **Barclays is the UK's largest manager of private client assets, with over £41.9 billion of assets under management**
- **Barclays is the UK's largest stockbroker, with a market share of nearly 20%, and has over recent years collected a number of awards**
- **Barclays is one of the three largest institutional fund managers in the world, with over \$1.8 trillion of assets under management**
- **Barclays is the world's largest manager of index funds**
- **Barclays is the UK's second-largest manager of UK pension funds.**

Your questions answered

Can I change my mind?

Yes. You can change your mind at any time prior to the deposit start date. If you decide that you do not want to proceed with the Account, you must send us a written letter of cancellation. We will issue you with a full refund (this can take up to 21 days).

How does averaging affect returns?

We use averaging to calculate the final returns on the Index Linked Account. While this averaging can reduce the potential for gain if the indices rise during the averaging period, it can also lessen the effects of falls in the indices during that time.

What happens when each element of the Account matures?

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

What tax will I pay on my returns?

Any return paid at maturity may be classified as interest for tax purposes. However, the tax treatment of structured products such as this Account is complex and may differ according to your country of tax residence.

Amounts due to be paid to depositors are described on a gross basis, i.e. without calculating any tax liability. We will make no deduction for any tax, duty or other charge unless required by law.

For individuals and certain trusts, the return on the one-year Cash Deposit Account is subject to the European Savings Directive implemented on 1 July 2005. The return on the Index Linked Account is not expected to be subject to the European Savings Directive.

Please note that the level and basis of taxation may alter during the term of the Account. You should therefore consider obtaining professional tax advice appropriate to your own circumstances before making a deposit.

Important notes

Barclays guarantees to repay your initial deposit in full at the end of the relevant term, together with any return. Please note that the use of the word “Guaranteed” in the name of this issue and anywhere in this brochure refers only to the obligation of Barclays to repay your capital in full. The issue is not guaranteed by any third party.

Please note that your deposit is a banking product rather than an investment product and is therefore not covered by the Isle of Man Investment Business Act 1991-1993.

Applicants should read this document carefully, including the Terms and Conditions.

If you are in any doubt about the suitability of a deposit in the Account, you should consult your financial adviser.

To contact us by phone +44 (0) 1624 684000***

*** Calls are recorded so that we can monitor the quality of our service and for security reasons. Lines are available from 0900 to 1700 UK time Monday to Friday. Call costs may vary. Please check with your telecoms provider.

Terms and Conditions

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

Introduction

The Account is provided by Barclays Bank PLC. Deposits will be held with Barclays Bank PLC Isle of Man. Your Deposit will be recorded and separately identified by the Account Manager.

1. Definitions

In these Terms and Conditions:

'Account' has the meaning ascribed to it in the Schedule

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

'Account Manager' means any person or entity appointed to manage Your Account by Barclays Bank PLC

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

'Asset Basket' has the meaning ascribed to it in the Schedule

'Barclays Group' means Barclays Bank PLC and its Affiliates

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

'Debit Date' means the date when Your account will be debited with the funds to be invested into the Account, as specified above. This will be the date of receipt of a completed application. No interest will be paid during the Offer Period

'Deposit' means the capital deposited in the Account

'Final Index Level' has the meaning ascribed to it in the Schedule

'Index Sponsors' means the owners of the intellectual property rights associated with the Indices within the Asset Basket

'Indices' has the meaning ascribed to it in the Schedule

'Initial Index Level' has the meaning ascribed to it in the Schedule

'Maturity Date' has the meaning ascribed to it in the Schedule

'Market Disruption Event' has the meaning ascribed to it in condition 21 (c)

'Offer Period' has the meaning ascribed to it in the Schedule

'Return' has the meaning ascribed to it in the Schedule

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

'Start Date' has the meaning ascribed to it in the Schedule

'Statistics' means the published level of the Indices as calculated or announced by the relevant Index Sponsor.

'Term' means the period commencing on the Start Date and ending on the Maturity Date

'We/Us/Our/Ours' means Barclays Bank PLC and any duly appointed Account Manager

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

2. Your Account

(a) We will only accept an application to open an Account on these Terms and Conditions. We shall consider receipt of Your application form as an instruction from You to open an Account.

(b) You confirm that the information supplied, and any declarations made, on Your application form are true, accurate and complete. You acknowledge that We may be required to void Your Account if they are untrue, inaccurate or incomplete, for example in accordance with Our obligations under the applicable law. You will be liable for any costs We incur due to having to void Your Account under this Term, so long as they are reasonably incurred.

(c) You will provide Us with details of any change of residency or citizenship without delay.

- (d) You must provide Us with all information that We may reasonably require in order to carry out Our duties in managing Your Account.
- (e) We do not provide any advice to You in relation to Your Account. By accepting Your application to open an Account, We are not confirming that a deposit in the Account is suitable for You. If You are in any doubt as to whether the Account is suitable for You, You should seek independent financial advice.
- (f) If We receive invalid or unclear instructions from You at any time, We may decline to act on them. If so, We will notify You by post and await Your further instructions.

3. Eligibility

- (a) The Account is available to personal depositors aged 18 years or over (in sole or joint names) and Corporates and Trustees.
- (b) If you reside in, are physically present in, or move to a jurisdiction in which We are not licensed or authorised, We reserve the right to i. refuse a Deposit or decline to open an Account or ii. close Your Account with immediate effect. If We close Your Account We shall notify you of this.
- (c) This Account is not available to any US person. A "US Person" is
 - (i) an individual who is resident in the United States for more than 3 months of any 12 month period;
 - (ii) any corporation, partnership or other entity created or organised in, or under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a US Person;
 - (iv) any trust of which any trustee is a US Person;
 - (v) any agency or branch or a foreign entity located in the U.S.; or
 - (vi) any other person, corporation, partnership, trust, estate or other entity which then is treated as a US Person for the purposes of the U.S. Securities laws provided, however, that the term "US Person" shall not include any discretionary account or similar account

(other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other fiduciary incorporated or resident in the United States.

- (d) This product is not available to any person residing in Australia or an Australian resident company or any other form of Australian organisation.
- (e) This product is not available to any person residing in Canada or a Canadian resident company or any other form of Canadian organisation.
- (f) This product is not available to any person residing in Sudan, Cuba, Syria, Iran, North Korea, Nauru or Myanmar (Burma).
- (g) We reserve the right generally both to refuse a Deposit or to decline to open an Account. No applications will be accepted after the Offer period ends.
- (h) The maximum number of joint applicants allowed on a single Account application is four.

4. Deposit Limits

The minimum Deposit is £10,000 or \$15,000. If there are insufficient funds held on Your account We will reject Your application. Additional Deposits will not be permitted after the Account Manager receives the Deposit, although You may open additional Accounts during the Offer Period, subject to availability.

5. Availability

Applications may be submitted during the Offer Period. The Account is strictly limited and the offer may be withdrawn at any time without notice. Because this offer is a limited issue Your application may not be successful.

6. Return

The Return on the Account will be as set out in the Schedule.

7. Repayment

The Account will be repaid in accordance with the repayment process as set out in the Schedule.

8. Withdrawals

No withdrawals may be made from the Account under any circumstances whatsoever other than in the event of death (personal customers) or insolvency/dissolution (corporate customers). However, in exceptional circumstances, We will discuss possible alternatives with You. Subject to status and application We may be prepared to lend You money secured against Your Account. You should be aware that borrowing against the security of the Account could result in You receiving back less than Your initial deposit when the Account matures. The amount loaned will be a proportion of the amount deposited. The maximum loan-to-value (LTV) proportion considered is shown below and is based on the outstanding period to maturity:

Years left until maturity	Maximum loan to value
1	90%
2	80%
3	70%
4	60%
5	55%

The provision of credit facilities is subject to credit approval and the completion of the relevant documentation.

9. Documents You will receive

- (a) We will acknowledge in writing Your application to open an Account within 72 hours of receipt Your application.
- (b) We will provide You with statements twice a year, as at the end of June and December. These statements will show the values of the Asset Basket's constituents on the Deposit Start Date, the value of Your Account and any changes since the last statement that was sent to You.
- (c) Should You require these levels before You receive Your statement You can contact Us on +44 (0) 1624 684000*** and We will be happy to provide You with this information.

***Available between the hours of 0900 and 1700 Monday to Friday (UK time). Calls are recorded so that We can monitor the quality of Our service and for security purposes. Calls to 0800 numbers from UK landlines are free, other call costs may vary - please check with Your telecoms provider.

10. Joint names and trustees

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

11. Death

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

12. Insolvency/dissolution

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

13. General

- (a) Upon giving at least 30 days' notice, We may alter these Terms and Conditions for any of the following reasons:
- i where We consider it will make the Terms and Conditions easier to understand or fairer to You, or to correct a mistake;
 - ii. because of changes to the way in which We look after the Account or accounts generally;
 - iii. because of changes to the law, codes of practice or the way in which We are regulated or to take account of a decision by a court, ombudsman, regulator or similar body;
- (b) No cheque books or passbooks will be issued on the Account.
- (c) Direct Debits and standing orders are not available on the Account.
- (d) This Account is a deposit account.
- The Bank may pay a fee, commission, brokerage or other payment to third parties as a result of Your successful application for the Account.

14. Assignment

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

15. Closure

We may close the Account with immediate effect if You default under these Terms and Conditions or in circumstances of fraud or suspected fraud. If We close the Account, We shall notify You that We have done this.

16. Telephone calls

For security reasons and in order to maintain quality of service, telephone conversations between Us may be recorded and/or monitored.

17. Cancellation rights

You have the option to cancel Your Account at any time prior to the Start Date. In order to cancel You must send a signed letter of cancellation to Barclays Bank PLC, Client Establishment & Maintenance, 2nd Floor Queen Victoria House, Victoria Street, Douglas, Isle of Man, IM2 1LF. If You cancel, You will receive a full refund of Your Deposit. If You do not cancel You will have entered into a legally enforceable contract under which You have agreed to open an Account.

18. Notices

- (a) Unless otherwise stated, any notice, instruction or other communication to be given by Us will be valid if posted to Your correspondence address, as supplied to Us. Communications sent by Us by post will be deemed to be received on the second Business Day after posting unless otherwise stated.
- (b) We will only accept instructions or requests from You if they are in writing, sent to the address We have notified to You for that purpose, and accompanied by any other documents We may reasonably require. We will not be bound to act unless the instructions are in Our reasonable opinion, clear and unambiguous. Subject to Term 18(a), instructions and requests from You will not be treated as received until actually received by Us on a Business Day.

19. Tax

You will be responsible for declaring any Return on the Account to any or all of the tax authorities relevant to Your personal circumstances.

For individuals and certain trusts, the return on the one-year Cash Deposit Account which matures on 31 December 2008 is subject to the European Savings Directive implemented on 1 July 2005.

The return on the five-year Index Linked Account is not expected to be reportable under the European Savings Directive. We reserve the right to change the provisions in this condition if there is a change in tax law or practice.

20. Your Information

(a) You agree that We will store and process Your Information on the Barclays Group computers and in any other way. By “Your Information” We mean personal and financial information that We:

- i. obtain from You or from third parties, such as joint Account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when You apply for an Account or any other product or service or which You or they give to Us at any other time; or
- ii. learn from the way You use and manage Your Account(s), from the transactions You make and from the payments that are made to Your Account.

(b) Where You provide personal and financial information relating to others (e.g. as part of an account designation) for the purposes of administering or managing Your Account, You acknowledge that You have their consent to provide personal and financial information to Us and for Us to process it in accordance with this arrangement.

(c) You agree that We and other companies in the Barclays Group will use Your Information to manage Your Account(s), give You statements and provide Our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve Our services to You and to other customers and to protect Our interests.

(d) We use credit reference agencies and fraud prevention agencies to share information:

- if You are in breach of this agreement; or
- if You give Us false or inaccurate information or We suspect fraud.

You authorise Us to make credit reference, identity (including searching the Electoral Register), fraud, bank enquiry and other enquiries. You understand that credit reference agencies will use and share records of searches and information given to them. The record of the search in respect of this application will not be disclosed to any lender to assess Your ability to obtain credit. You understand that if You give false or inaccurate information or We suspect fraud, We will record this with credit reference and fraud prevention agencies. These

records may be used to help make decisions on You or other members of Your household on credit, motor, household, life and other insurance facilities (including handling any claims), for debt tracing and to prevent fraud and money laundering. You understand that records held by credit reference agencies may already be linked to records relating to one or more of Your partners where a financial “association” has been created. Any enquiry We make at a credit reference agency may be assessed with reference to any “associated” records.

(e) For Your protection and Ours, to check instructions and to maintain high quality service standards, We may record and monitor calls made to or by Us.

(f) Internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for unauthorised access by a third party or the corruption of data sent to or by Us. For security, operational and business purposes We may monitor emails received by Us or issued by Us.

(g) We may give information about You and how You manage Your Account to the following:

- People who provide a service to Us or are acting as Our agents, on the understanding that they will keep the information confidential.
- To companies and organisations that help Us to process transactions for Your Account.
- Where You have carried out transactions through a financial adviser or agent then that person will be deemed to be Your agent to whom full details of Your Account may be disclosed unless You advise Us to the contrary in writing.
- To product providers (including their services providers or agents) where the disclosure is relevant to the provision and administration of their additional services to You relating to Your Account on the understanding that they keep the information confidential.
- Anyone to whom We transfer or may transfer Our rights and duties under this agreement.
- We may also give out information about You if We have a

duty to do so or if the law allows Us to do so. Otherwise We will keep information about You confidential.

- (h) If We transfer Your Information to a service provider or agent in another country, We will make sure that the service provider or agent agrees to apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purpose of providing the service to Us.
- (i) Under Data Protection legislation You have a right of access to certain personal records (this right does not apply to corporate or trust clients). Should You wish to exercise this right, please write to Your account holding centre. A fee will be charged for this service.

21. Market Disruption

- (a) In the absence of manifest error Our calculation of the Asset Basket level and Our determination of whether a Market Disruption Event as described below has occurred will be conclusive.
- (b) If one or more of the Indices within the Asset Basket is materially modified in any way, or the relevant Index Sponsor fails to calculate and announce an index (either on a particular day or it ceases to do so generally), or its calculation and publication is taken over by another person, or it is replaced by a successor index or an error in the level of an Index is discovered, then We may make such adjustments to the method of calculating the return as We may reasonably consider appropriate (taking into account market practice and procedures adopted by members of the International Swaps and Derivatives Association). If this action includes adopting a replacement index, We will notify You.
- (c) If on any date affecting the determination of the Return:
- an underlying exchange relevant to the calculation of the Return is closed or there is a suspension, limitation or disruption in the trading on that exchange of any security or commodity relating to the determination of the Return, and this is material;
 - statistics from trading on a relevant Exchange Business Day are not calculated or announced; (each a ‘Market

Disruption Event’), then We shall, at Our discretion, be entitled to use the Statistics from the first subsequent Exchange Business Day on which a Market Disruption Event does not occur. Where there is a Market Disruption Event in existence for five consecutive Exchange Business Days, We will determine Our good faith estimate of Statistics that would have prevailed but for the Market Disruption Event in accordance with market practice and/or procedures used by members of the International Swaps and Derivatives Association. If, as a result of a Market Disruption Event, Statistics relating to the calculation of the Return cannot be determined on or before the Maturity Date the Return will be available seven Business Days following the determination of the Return. Our determination as to whether a Market Disruption Event has occurred and as to any Statistics used when calculating the Return will be conclusive and binding on You.

22. Index provider disclosure

The Indices to which the Account is linked are used by Us under licence from the relevant Index Sponsors.

- (a) The Account is not endorsed, sold or promoted by any of the Index Sponsors.
- (b) The Index Sponsors make no warranty or representation whatsoever, expressly or implied, either as to the results to be obtained from the use of either the Indices and/or the figure at which the aforementioned index stands on any particular day or otherwise, or of the ability of the Indices to track general stock market performance.
- (c) The Index Sponsors shall not be liable (whether in negligence or otherwise) to any person for any error in the Index nor shall they be under any obligation to advise any person of any error or omission therein.
- (d) The Index Sponsors reserve all rights, including copyright, to the Indices. In addition, the Index Sponsors give no assurance regarding any modification or change in any methodology used in calculating the Indices and are under no obligation to continue the calculation, publication and dissemination of the Indices.
- (e) We shall have no responsibility or liability for errors or

omissions in the calculation or determination or use of these Indices, or for any mistakes, misstatement or misquotation by the Index Sponsors of the respective Indices or any successor Index.

The S&P Marks are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Barclays in connection with this Transaction.

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ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

This Account is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited (‘FTSE’) or by The London Stock Exchange Limited (the ‘Exchange’) or by The Financial Times Limited (‘FT’) and neither FTSE nor the Exchange nor FT makes any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE® 100 Index and/or the figure at which the aforementioned Index stands at any particular time on any particular day or otherwise.

The only relationship of STOXX to the Account is as the licensor of the Dow Jones EuroSTOXX50 Index (the “Index”) and of certain trademarks, tradenames and service marks of STOXX and as the sub licensor of certain trademarks, trade names and service marks of Dow Jones. The Index is determined, composed and calculated by STOXX. Neither STOXX nor Dow Jones shall be liable (whether in negligence or otherwise) to any person for any error in the Index nor shall they be under any obligation to advise any person of any error or omission therein.

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23. Complaints & compensation

(a) If You have a complaint about Your Account and its operation, You should contact Us by post or by

telephone, at: Barclays Bank PLC, Barclays House, Victoria Street, Douglas, Isle of Man, IM99 1AJ, telephone 0800 400 100*** (via TextDirect if appropriate). If outside the UK call: +44 (0) 1624 684000***.

***Available between the hours of 0900 and 1700 Monday to Friday (UK time). Calls are recorded so that We can monitor the quality of Our service and for security purposes. Calls to 0800 numbers from UK landlines are free, other call costs may vary – please check with Your telecoms provider.

(b) Details of Our complaints handling procedures are available on request.

24. Main Business and Office locations

Barclays Bank PLC's main business is the provision of banking services and has offices in the following locations: Barclays House, Victoria Street, Douglas, IM99 1RH, ISLE OF MAN; 38 Hans Crescent, London, SW1X 0LZ, UNITED KINGDOM (Financial Services Authority registration number 122702); 2nd and 3rd floors, 88 Dighenis Akritas Avenue, Nicosia 1644, CYPRUS; Level 9, Portomaso, St Julians PTM01, Malta; PO Box 187, 84/90 Main Street, GIBRALTAR; 13 Library Place, St Helier JE4 8NE, JERSEY; Le Marchant House, St Peter Port GY1 3BE, GUERNSEY; 42F. Citibank Tower, 3 Garden Road, Central, HONG KONG

25. General Information

- (a) These conditions are governed by the laws of the Isle of Man.
- (b) The language in which this Agreement is supplied is English and We will communicate with You in English during the course of this Agreement.
- (c) We may decide not to send documents to You by post if You are in a country where We consider that, for security reasons, there is an unacceptable degree of risk to the integrity of the information in the documents.

Schedule

Guaranteed Capital Account – Issue 15

Account	The Guaranteed Capital Account - Issue 15, a form of deposit held with Barclays Bank PLC, Isle of Man.
Offer Period	19 November to 20 December 2007 as We determine pursuant to condition 5.
Start Date	31 December 2007.
Maturity Date	31 December 2008 (Cash Deposit Account) 31 December 2012 (Index Linked Account).
Asset Basket	An equally-weighted basket comprising the following indices: Dow Jones EURO STOXX 50®, S&P 500®, Nikkei 225 and the FTSE® 100
Index/Indices	Dow Jones EURO STOXX 50® Index, S&P 500® Index, Nikkei 225 Index and the FTSE® 100 Index.
Initial Index Level	Arithmetic average of the closing levels of the components within the Asset Basket on 31 December 2007.
Final Index Level	The arithmetic average of the Asset Basket's value taken at the close of the first business day falling on or after the 31st calendar day of each month from 3 January 2012 to the Maturity Date of the Index Linked Account inclusive (13 observation points). The Asset Basket's value at each of these points is the arithmetic average of the closing levels of the components within the Asset Basket on each of those dates.
Return	<p>The Return on the one-year Cash Deposit Account will be 8.0% p.a gross* / AER**. For deposits accepted on or before 6 December 2007 the rate increases to 9.0% p.a gross*/AER**.</p> <p>If the Final Index Level is greater than the Initial Index Level, the Return on the five-year Index Linked Account is calculated in accordance with the following formula:</p> <p>Deposit x Index Performance x Participation Rate,</p> <p>Where: Index Performance means: (Final Index Level - Initial Index Level) ÷ Initial Index Level; and Participation Rate means: 72.50% for sterling depositors and 55% for US dollar depositors.</p>
Repayment	The Account will be available for repayment no later than two Business Days after the Maturity Date for the Cash Deposit Account and five Business Days after the Maturity Date for the Index Linked Account. We will contact You approximately one month prior to the Maturity Date to offer You a potential replacement account (subject to availability). Should You not choose to take a replacement account at the end of the term the funds deposited will be returned to You, inclusive of any return earned, by direct credit into Your nominated account made payable to the Account Holder within seven working days from the Maturity Date. Alternative payment methods are available on request and may involve a fee being levied.

* Gross - the interest rate paid without the deduction of tax. Individuals should check their own tax situation as there may be a potential tax liability.

** AER - Annual Equivalent Rate illustrates what the interest rate would be if the interest was paid and compounded each year.



This item can be provided in Braille, large print or audio by calling 0800 400 100* (via TextDirect if appropriate). If outside the UK call: +44 (0)1624 684444* or order online via our website www.barclays.com

*Calls are recorded so that We can monitor the quality of our service and for security purposes. Calls to 0800 numbers from UK landlines are free, other call costs may vary – please check with Your telecoms provider. Lines are open from 8am to 6pm UK time Monday to Friday.

The use of the word 'guaranteed' in this brochure refers only to the ordinary contractual obligation of Barclays Bank PLC to repay Your capital in full and the specified return in full. In fact, this applies similarly to all deposit account products offered by the Bank. This product is not guaranteed by any external party and Your rights to repayment upon liquidation of the Bank are the same as for any other unsecured depositor of the Bank.

Please note: On death of a sole account holder, in addition to obtaining either a Grant of Probate or Letters of Administration in the country of domicile, it may also be necessary to obtain a Grant of Probate or Letters of Administration in the Isle of Man.

Barclays Bank PLC has its principal place of business in the Isle of Man at Barclays House, Victoria Street, Douglas, Isle of Man. The paid up capital and reserves of Barclays Bank PLC exceed £8,753 million. Latest audited accounts available on request.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries.

Barclays Bank PLC is licensed by the Isle of Man Financial Supervision Commission for banking and investment business.

Barclays Bank PLC is regulated by the Jersey Financial Services Commission to carry on deposit-taking business under the Banking Business (Jersey) Law 1991 and for the conduct of investment business under the Financial Services (Jersey) Law 1998.

Barclays Bank PLC is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended.

Barclays Bank PLC is authorised to act as a representative office by the Malta Financial Services Authority.

Barclays Bank PLC is authorised by the Gibraltar Financial Services Commission to conduct banking and investment business in Gibraltar.

Barclays Bank PLC is authorised by the Central Bank of Cyprus to conduct banking and investment business.

Barclays Bank PLC: Authorised and regulated by the Financial Services Authority. Registered in England.

Registered 1026167. Registered Office: 1 Churchill Place, London E14 5HP

November 2007