

Prospectus dated 5 April 2012



RENTOKIL INITIAL PLC

(incorporated with limited liability in England with registration number 5393279)

€2,500,000,000 Euro Medium Term Note Programme

Under this €2,500,000,000 Euro Medium Term Note Programme (the “**Programme**”), Rentokil Initial plc (the “**Issuer**”) may from time to time issue notes (the “**Notes**”) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will be €2,500,000,000 (or its equivalent in other currencies calculated as described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*Description of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer (each a “**Dealer**” and together the “**Dealers**”), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the “**relevant Dealer**” shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*”.

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000, as amended, (the “**UK Listing Authority**”) for Notes issued under the Programme during the period of 12 months from the date of this Prospectus to be admitted to the official list of the UK Listing Authority (the “**Official List**”). Application has also been made to the London Stock Exchange plc (the “**London Stock Exchange**”) for such Notes to be admitted to trading on the London Stock Exchange’s regulated market. The London Stock Exchange’s regulated market is a regulated market for the purposes of Directive 2004/39/EC (the “**Markets in Financial Instruments Directive**”). Application has also been made to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange’s Professional Securities Market, which is not a regulated market for the purposes of the Markets in Financial Instruments Directive. The applicable Final Terms relating to each Tranche of Notes will specify whether such Notes are to be admitted to trading on the London Stock Exchange’s regulated market or Professional Securities Market. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in the applicable Final Terms which, with respect to Notes to be admitted to the Official List and admitted to trading on the London Stock Exchange’s regulated market or Professional Securities Market, will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of the Notes of such Tranche.

The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009 (as amended) (the “**CRA Regulation**”) will be disclosed in the Final Terms. Please also refer to “*Ratings of the Notes*” in the Risk Factors section of this Prospectus.

The Programme has been rated BBB- by Standard & Poor’s Credit Market Services Europe Limited (“**S&P**”). S&P is established in the European Union and is registered under the CRA Regulation. The Issuer and the Guarantor may agree with any Dealer and the Trustee (as defined herein) that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplemental Prospectus, in the case of listed Notes only, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Arranger

HSBC

Dealers

Barclays

Citigroup

Lloyds Bank

BNP PARIBAS

HSBC

Mizuho International plc

The Royal Bank of Scotland

This Prospectus comprises a base prospectus (the Base Prospectus) for the purposes of Article 5.4 of Directive 2003/71/EC (the Prospectus Directive).

This Prospectus also comprises the listing particulars approved by the UK Listing Authority as required by the Financial Services and Markets Act 2000, as amended, (the Listing Particulars) in relation to Notes admitted to the Official List and admitted to trading on the London Stock Exchange's Professional Securities Market and issued during the period of 12 months from the date of this Prospectus.

Each of the Issuer and the Guarantor (as defined herein) accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer and the Guarantor (each of which has 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.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers, as the case may be.

This Base Prospectus and these Listing Particulars are to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below). This Base Prospectus and these Listing Particulars shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus and these Listing Particulars.

Neither the Dealers nor the Trustee have independently 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 Dealers 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 or the Guarantor in connection with the Programme. No Dealer 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 or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuer, the Guarantor or the Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Dealers or the Trustee.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, the Guarantor, any of the Dealers or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Guarantor. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer, the Guarantor, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

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) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Prospectus when deciding whether or not to purchase any Notes.

The Notes 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, Notes may not be offered, sold or delivered within the United States or to, or for the account of, U.S. persons (see "*Subscription and Sale*").

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes 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 Notes may be restricted by law in certain jurisdictions. The Issuer, the Guarantor, the Dealers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that any Notes 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 Guarantor, the Dealers or the Trustee which is intended to permit a public offering of any Notes outside the EEA states which have implemented the Prospectus Directive or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes 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 Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, European Economic Area (including the United Kingdom) and Japan (see “*Subscription and Sale*”).

This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer, the Guarantor or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. None of the Issuer, the Guarantor nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer, the Guarantor or any Dealer to publish or supplement a prospectus for such offer.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes 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 issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

All references in this Prospectus to “sterling” and “£” refer to pounds sterling, to “euro” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended and to “U.S.\$” refer to United States dollars.

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DESCRIPTION OF THE PROGRAMME

The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a supplemental Prospectus or, as the case may be, supplementary listing particulars, will be published.

Words and expressions defined in “*Form of the Notes*” and “*Terms and Conditions of the Notes*” shall have the same meanings in this description.

Issuer: Rentokil Initial plc

Guarantor: Rentokil Initial 1927 plc, pursuant to a deed of guarantee.

All Notes issued under the Programme will be irrevocably and unconditionally guaranteed by way of a deed of guarantee (the “**Guarantee**”) dated 23 October 2008 by Rentokil Initial 1927 plc (the “**Guarantor**”).

The Guarantee is an unsecured, unsubordinated obligation of the Guarantor, guaranteeing all monies due under the Notes, and will terminate on the date on which the issue of GBP 300,000,000 5.75 per cent. Notes due 31 March 2016 (XS0249085852) (the “**2016 Notes**”), ceases to be outstanding. Notwithstanding the foregoing, if Notes with a maturity later than 31 March 2016 are issued under the Programme before the Guarantee is terminated, the Issuer currently intends that the Guarantee will be amended so as to continue in relation to such Notes only. The relevant Final Terms in respect of any Notes issued with a maturity later than 31 March 2016 will specify whether the Guarantee will continue in relation to such Notes after 31 March 2016 (or such earlier date on which the 2016 Notes cease to be outstanding).

Description: Euro Medium Term Note Programme

Arranger: HSBC Bank plc

Dealers: Barclays Bank PLC

BNP Paribas

Citigroup Global Markets Limited

HSBC Bank plc

Lloyds TSB Bank plc

Mizuho International plc

The Royal Bank of Scotland plc

and any other Dealers appointed in accordance with the Programme Agreement.

Risk Factors: There are certain factors that may affect the ability of the Issuer and the Guarantor to fulfil their obligations in respect of Notes

issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under “*Risk Factors*” and include certain risks relating to the structure of particular Series of Notes and certain market risks.

Certain Restrictions:

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “*Subscription and Sale*”) including the following restrictions applicable at the date of this Prospectus.

Notes having a maturity of less than one year

Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “*Subscription and Sale*”.

Trustee:

HSBC Corporate Trustee Company (UK) Limited

Issuing and Principal Paying Agent:

HSBC Bank plc

Programme Size:

Up to €2,500,000,000 (or its equivalent in other currencies calculated as described under “General Description of the Programme”) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

Distribution:

Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Currencies:

Subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer.

Redenomination:

The applicable Final Terms may provide that certain Notes may be redenominated in euro.

Maturities:

Such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

Issue Price:

Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

Form of Notes:

The Notes will be issued in bearer form as described in “*Form of the Notes*”.

Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer. <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p>
Index Linked Notes:	Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree.
Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:	<p>Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.</p>
Dual Currency Notes:	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree.
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the

Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

The applicable Final Terms may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms.

Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution, see “*Certain Restrictions – Notes having a maturity of less than one year*” above.

Put Event:

In addition, upon the occurrence of a Put Event (as defined in Condition 6(g)) in respect of the Issuer, and subject to certain other conditions specified in Condition 6(g) being satisfied, the Notes may be redeemed at the option of the relevant Noteholders.

Denomination of Notes:

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “*Certain Restrictions – Notes having a maturity of less than one year*” above, and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Taxation:

All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by the United Kingdom, subject as provided in Condition 7. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted.

Negative Pledge:

The terms of the Notes will contain a negative pledge provision as further described in Condition 3.

Cross Default:

The terms of the Notes will contain a cross default provision as further described in Condition 9.

Status of the Notes:

The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and will rank *pari passu* among themselves and (subject as aforesaid and save for certain obligations required to be preferred by law) equally with all

	other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
Listing:	<p>Application has been made for Notes issued under the Programme to be admitted to the Official List and to trading on the London Stock Exchange's regulated market or Professional Securities Market, as specified in the applicable Final Terms. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer in relation to each Series.</p> <p>Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The applicable Final Terms will state whether or not the relevant Notes are to be listed and, if so, on which stock exchange(s).</p>
Governing Law:	The Notes will be governed by, and construed in accordance with, English law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including the United Kingdom) and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes (see " <i>Subscription and Sale</i> ").
United States Selling Restrictions:	Regulation S, Category 2. TEFRA C or TEFRA D, as specified in the applicable Final Terms.

RISK FACTORS

The Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer and/or the Guarantor may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons which may not be considered significant risks by the Issuer and/or the Guarantor based on information currently available to them or which they may not currently be able to anticipate, and the Issuer and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.

The Group reports its results via the following six divisions (although not every division operates in all the countries where the Group has a presence): Textiles & Hygiene, Pest Control, Ambius, City Link, Initial Facilities Services and Rentokil Initial Asia Pacific.

Principal risks that may affect the ability of the Issuer and the Guarantor to fulfil their obligations under Notes issued under the Programme

The management of the Group, which is formed by the Issuer and its subsidiary undertakings (together, the “Group”) identify the principal risks to the Group as follows:

- achieving profitable growth and cash flows in the face of a weakening of the economies in which the Group operates, particularly Europe; and
- managing the number, scope, complexity and interdependency of many initiatives necessary to deliver improved capabilities of the Group’s people, excellence across the Group’s operations and outstanding service to the Group’s customers.

Analysis of risks

The management of the Group have identified five key goals to ensure strong group performance (the “Goals”) as follows:

- delivering outstanding customer service;
- developing the capability of the Group’s organisation and people;
- delivering operational excellence in all the Group’s processes and functions;
- operating at lowest possible cost consistent with the Group’s service objectives and delivering maximum cash flow; and
- delivering profitable growth through organic and acquisitive actions.

Key risks are analysed under these headings as below.

Delivering outstanding customer service

The Group identifies loss of customers and failure to attract new customers as a key risk. The Group's turnover has been stable or shrinking for a number of years.

The Group has identified the following as key priorities to ensure strong customer retention and growth:

- achieving service level targets; and
- achieving or exceeding customer satisfaction.

The Group cannot assure Noteholders that measures to address the above risks will be successful. Failing to achieve outstanding customer service on an ongoing basis is likely to lead to a loss of customers which, if not replaced, may result in a deterioration in the financial performance of the Group.

Developing the capability of the Group's organisation and people

The Group identifies the following as risks which, if unaddressed, may result in a deterioration in the financial performance of the Group:

- poor IT systems resulting in poor customer service and inefficient business operations;
- poor sales capability resulting in poor attraction of new customers and retention of existing customers;
- innovation among competitors and lack of sufficient product and service innovation by the Group resulting in loss of customers; and
- loss of key staff resulting in poor customer service, potential failure of business turnarounds and failure of initiatives to improve service.

A number of initiatives are underway to develop capability in the following areas, which have been identified as priorities:

- successfully deploy IT systems to support business requirements and protect confidential information;
- develop a professional sales capability;
- develop and roll out a sustainable pipeline of new innovation; and
- implement new techniques and processes to recruit, develop and retain key staff.

The Group cannot assure Noteholders that measures to address the above risks will be successful. Failure to deploy appropriate IT systems to support the business and protect confidential information may have a negative impact on customer service, resulting in a loss of customers, and failure to develop a professional sales capability and roll out innovation could result in a loss of existing customers and a decline in future customers. Similarly, a loss of key staff could negatively impact upon service levels, resulting in a loss of customers. A loss of customers and failure to attract new customers as a consequence of failure to achieve any of the above priorities may result in a deterioration in the financial performance of the Group.

Delivering operational excellence in all of the Group's processes and functions

The Group identifies the following as risks which, if unaddressed, may result in a deterioration in the financial performance of the Group:

- failure to turn around the loss making City Link division;
- poor scheduling for route-based businesses, reducing profitability; and

- diverse accounting systems within the Group resulting in time lags in preparing financial information, reducing the ability to react in a timely manner.

In addressing these risks, the Group's priorities are to:

- turn around the loss making City Link division;
- implement the "Recruit to Reward" project to deliver a step change in HR capability and operations;
- improve service scheduling and productivity, especially around route optimisation for making multiple service calls effectively; and
- successfully implement new accounting systems to improve financial reporting/transaction capability.

The Group cannot assure Noteholders that measures to address the above risks will be successful. If the Group is unable to turn around the City Link division and increase productivity this could have a material adverse effect on the financial performance of the Group, and a failure to implement improved financial reporting measures to allow the Group to react to any failings in a timely manner may result in a deterioration in the financial performance of the Group.

Operating at lowest possible cost consistent with the Group's service objectives and delivering maximum cash flow

The Group identifies the following as risks which, if unaddressed, may result in a deterioration in the financial performance of the Group:

- failure to achieve cost savings to support profit in the face of stable or shrinking turnover;
- failure to maintain margins by passing on cost increases to customers while remaining profitable;
- poor supply chain management resulting in an uncompetitive cost structure;
- failure to achieve operating cash flow targets in the face of competition and in difficult economic markets; and
- increase in bad debts as a result of difficult economic conditions in many of the Group's major markets.

In addressing these risks, the Group's priorities are to:

- identify and execute cost saving opportunities;
- maintain margins by passing on cost increases to customers while remaining profitable;
- improve supply chain management;
- increase focus on achieving operating cash flow targets; and
- set appropriate credit limits and monitor customers to identify default risks to control credit risk.

The Group cannot assure Noteholders that measures to address the above risks will be successful. Failure to manage costs and achieve cash flow targets while also managing credit risk may impact upon the profitability of the Group and may result in a deterioration in the financial performance of the Group.

Delivering profitable growth through organic and acquisitive actions

The Group identifies the following as risks which, if unaddressed, may result in a deterioration in the financial performance of the Group:

- failure to win and retain profitable customers in the face of competition from competitors with lower costs or prepared to accept lower margins, or from poor client management; and
- failures in due diligence or in integration of acquisitions.

In addressing these risks, the Group's priorities are to:

- win profitable new customers through the use of new technology and improved sales training;
- upsell or cross-sell to existing customers;
- focus on retaining profitable business when renewing existing customer contracts; and
- target profitable growth through strategically relevant acquisitions and/or joint ventures.

The Group cannot assure Noteholders that measures to address the above risks will be successful. Furthermore, acquisitions may not improve the financial performance of the Group if the acquired businesses are not successfully integrated into the Group's management systems or if there are failures in the due diligence process. A failure by the Group to retain and win profitable customers and successfully execute acquisitions may result in a deterioration in the financial performance of the Group.

Assurance risks

Fraud, financial crime or material accounting misstatement

The Group maintains a strong focus on regular financial controls testing to mitigate the risk of fraud, financial crime or material accounting misstatement, including self-assessment exercises each year with independent testing by the external auditors. In the event that controls are not adequate or operating effectively to prevent fraud, financial crime or material accounting misstatement, this may result in incorrect financial information being released, financial loss and/or penalties for the Group. Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that either the Issuer or the Group will be unable to comply with its obligations as a company with securities admitted to the Official List.

Health, Safety or Environmental breaches

The Group Safety, Health and Environment board ("SHE") is responsible for setting SHE policies, processes and systems and monitoring their effectiveness. External certification and internal review ensure that SHE standards are maintained at an adequate level. Health, safety or environmental breaches may result in loss of life, litigation, financial penalties or reputational damage.

Non-compliance with local tax legislation/reporting requirements

The Group tax director monitors all local tax issues above a threshold, and approves and monitors tax contingencies. However, non-compliance with relevant tax legislation or reporting requirements may result in material unprovided tax charges relating to prior years.

Breach of laws or regulations (including competition and anti-trust laws and regulations)

Compulsory e-training on competition law and anti-corruption laws is a requisite for all managers. All employees are required to inform the Group legal director of all potential law breaches which may give rise to litigation. Breaches of laws or regulations may result in financial penalties which may have a material impact on the financial position of the Group.

Loss of operational capability due to major incident, e.g. fire, flood, terrorism, war, political or civil unrest, kidnap, etc.

The Group revised its business continuity policy in 2011 and the new policy is being implemented across the Group. Divisional policies are reviewed periodically.

The Group's pest control business in Libya was suspended during 2011 as a result of political unrest in the country, resulting in an exceptional provision being recorded in the Group's income statement of £4.8 million, representing the Group's full financial exposure in respect of this matter.

The Group's operations are partly concentrated in the UK (38% of turnover in 2011), a politically stable territory with low incidence of political unrest, with the only other territory representing more than 10% of the Group's turnover being France (14% of turnover in 2011), which is similarly stable. The diversity of the Group's operations provides some mitigation against major incidents materially affecting the Group's financial performance.

However, a major incident in one of the Group's main markets may negatively impact the Group's operational and financial performance.

Other risks

Change of control

If any takeover of the Issuer is successful, this will constitute a Put Event as defined in Condition 6(g) of the terms and conditions of the Notes. If, while any Note is outstanding, a Put Event occurs and, as more particularly described in Condition 6(g), either the Notes are downgraded to a non-investment grade rating, their rating is withdrawn, or the Notes are not at the time rated, the holder of such Note can require the Issuer to redeem that Notes on a particular date at its Early Redemption Amount, as defined in Condition 6(g), together, if appropriate, with any accrued interest. If the holders of such Notes exercise their right to redeem the Notes, this could affect the liquidity of the Group.

Disposals

The Group has sold a number of its businesses in the past and may continue to do so in the future.

The Group cannot assure Noteholders that it will retain all of its remaining business streams, or that in the event of a sale of any of them that any proceeds received will be reinvested or will be used to pay down debt.

Under business sale contracts, the Group may provide warranties and indemnities to purchasers. Accordingly, the Group makes provision, in its financial statements, for potential liabilities and costs relating to a disposed business. It may also make provision in its financial statements for amounts to cover legal or regulatory claims which are known to be outstanding at the time of sale, or which may subsequently become apparent. The Group cannot assure Noteholders that such provisions will be sufficient to cover potential liabilities, and therefore disposals of businesses carried out by it may subsequently give rise to a potential adverse impact on its financial condition, future trading performance and liquidity.

Strike Action

The Group carries out activities that are labour intensive. Many of its employees are members of local trade unions or similar organisations. The Group seeks to work together with local trade unions to ensure good labour relations. Nevertheless, the Group cannot assure Noteholders that there will not, from time to time, be employee strike action leading to business disruption, financial loss and potential damage to reputation.

Financial market risks

Financing Risk

The Group's earliest debt maturity is August 2013, following the negotiation of a new 5 year £270 million Revolving Credit Facility ("RCF") in December 2011. However, due to factors such as the ongoing volatility in the debt capital markets, there can be no assurances that the Group will be able to access all its funding requirements in a timely manner. There may also be a significant risk that new funding will be at an increased cost.

If the Group is unable to access its funding requirements in a timely manner, or if new funding is only available at an increased cost, this may have a material adverse effect on the Group's profitability and operations.

Liquidity risk

The Group is committed to ensuring it has sufficient liquidity to meet its payables as they fall due. To achieve this it aims to maintain significant committed headroom. At 31 December 2011 the Group had available headroom under its new RCF of £180 million. A significant downturn in operational performance combined with volatile debt capital markets may result in a liquidity shortage if the Group is unable to access funding in a timely manner.

If, as a result of a liquidity shortage, the Group is unable to access its funding requirements in a timely manner, or if new funding is only available at an increased cost, this may have a material adverse effect on the Group's profitability and operations.

Covenant risk

The Group's RCF contains two financial covenants requiring EBITDA to be no less than 4x interest payable (on the basis of the definitions and subject to the adjustments set out in the RCF documentation) and net debt to be no more than 3.5x EBITDA. The covenant is tested on 30 June and 31 December in each year. At 31 December 2011, the group had good headroom on both measures, with an interest cover ratio of 9.3x and a net debt ratio of 2.1x representing EBITDA headroom of £168 million or debt headroom of £584 million.

The Group's strong retention rates (83.9% of contract customers for 2011) allow a level of predictability of earnings. In the event of a significant trading downturn, management would be able to reduce discretionary spending such as capital expenditure, acquisitions and dividends to conserve cash and prevent a covenant breach.

In the event that such measures were not sufficient to prevent a breach, the RCF could be withdrawn which may require additional debt or equity to replace it if drawings exceeded available cash. In the event of a covenant breach, the Group is unable to assure Noteholders that such financing would be available, leading to a potential liquidity crisis for the Group.

Currency exposure

The Group conducts its operations primarily in the UK, Europe, North America and the Far East. The Group's turnover is billed in many different currencies but the primary currencies are Sterling and Euros. The Group's policy is not to hedge transactional or translational exposure but to fund business operations centrally with borrowings that are substantially denominated (50 per cent. or greater) in the same actual or effective currencies as in the proportion of the Group's forecast cash flows generated by the business operation.

The Group calculates the impact on the income statement and equity of a 10% shift in foreign exchange rates. The Group's principal foreign currency exposure is to Euro, and a 10% shift in the GBP/EUR exchange rate would result in a £11.2 million (2010: £8.7 million) increase/decrease in operating profit, offset by a £1.9

million (2010: £1.9 million) decrease/increase in interest payable. Equity reserves would decrease/increase by £7.4 million (2010: £5.9 million).

As a result, reported results may be materially affected by movements in foreign currency exchange rates.

Interest rate exposure

The Group's policy is to manage interest rate exposures on a 12-month rolling basis (measured quarterly), with a minimum of 50 per cent. of the Group's estimated future interest rate exposures fixed (or capped) for a minimum period of twelve months forward. All of the Group's bond debt, representing over 90% of net debt, is at fixed rates. However, there can be no assurance that the Group's activities, operating results and financial position will not be adversely affected by changes in the level of interest rates.

Bank Credit risk

Derivative counterparties and cash transactions are limited to high-credit-quality financial institutions and there is no significant concentration of asset exposure to any single counterparty. However, if one of the syndicate of banks providing the Group's RCF failed, there is no obligation for the remaining banks to increase their commitment to compensate, thereby reducing available headroom and reducing liquidity. In extremis, the failure of multiple banks (a minimum of 6 at the time of publication) would eliminate all available headroom requiring either cash generation or new debt or equity issues to ensure the Group had adequate cash resources to fulfil its commitments. In the event of the failure of multiple banks, the Group are unable to assure Noteholders that such financing would be available.

Dividend payments

The Group announced in March 2012 that a dividend of 1.33p per share would be proposed at the Annual General Meeting in May 2012. This represents a payment of approximately £24m. The Group cannot assure Noteholders that it will not increase dividends in the future, even if profits have declined in the corresponding period. Significant dividend payments, if combined with a decline in profits, may have a negative impact on the financial position of the Group.

Pension scheme funding risk

Ongoing pension provision is via defined contribution schemes for all current employees.

The UK defined benefit pension scheme, although now closed to new accruals, (other than the Initial No 2 Section, accounting for 0.5% of the total schemes liabilities, which remains open), accounts for substantially all of the Group's pension exposure.

Actuarial valuations of the UK scheme are usually carried out every three years.

The Group has come to an agreement with the UK pension scheme trustees in relation to the 31 March 2010 triennial valuation of the Group's UK pension scheme and the funding thereof. As shown below, the balance sheet records an IAS 19 pension scheme surplus at 31 December 2011 of £144 million, whereas the agreement with the trustees assumes a funding deficit, reflecting the position at 31 March 2010 and the underlying assumptions used for a funding basis. The funding deficit assumed in the agreement is £80 million with a funding arrangement by the Group of £12.5 million per annum over an 8-year period commencing on 1 January 2012.

The UK scheme's assets are held as approximately 20 per cent./80 per cent. equities/fixed interest bonds. The UK scheme also has entered into inflation and interest hedging contracts. These actions were undertaken so as to increase the likelihood that the UK scheme's assets, taken together with the Issuer's agreed future employer contributions, would be sufficient to meet its anticipated financial commitments to UK scheme members.

Notwithstanding these actions, the Group is still exposed to the following principal risks within the UK scheme: changes in the market value of the equity assets; a movement in the interest rate used to discount liabilities for reporting purposes under IAS 19; changes over time to actuarial mortality assumptions; defaults on bonds and inflation (as mitigated by the inflation hedges put in place).

Changes in the actuarial assumptions and experience for the risks outlined above will impact the IAS19 balance sheet valuation and are typically included in equity (rather than the income statement). They will be reflected in triennial valuations which form the basis of funding discussions for the Company and may result in requests for additional funding.

Sensitivity analysis showing the impact of changes in the discount rate, inflation rate and mortality on pension obligations under IAS19 is shown below:

		Impact on pension obligations (£m)	
	Sensitivity	Increase	Decrease
Discount rate	1.00%	169.6	217.1
Inflation	1.00%	(119.5)	103.1
Mortality	1 year	(35.3)	35.8

The Issuer also cannot assure Noteholders that the pension fund trustees and the pensions regulator will not issue a contributory notice to the Issuer requesting it funds the scheme in excess of the agreed schedule of contributions, up to funding the pension scheme on a buy-out basis, which would require significant additional funding and may have a significant adverse effect on the Issuer's liquidity in the short term.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes 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 Notes when its cost of borrowing is lower than the interest rate on the Notes. 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 Notes 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.

Index Linked Notes and Dual Currency Notes

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a Relevant Factor). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;

- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-

bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks related to Notes generally

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

Modification

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such, in the circumstances described in Condition 14 of the conditions of the Notes.

Notes where denominations involve integral multiples: definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

EU Savings Directive

Under European Council Directive 2003/48/EC on the taxation of savings income, each Member State is 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 (or for the benefit of) an individual resident in that other Member State or to certain other persons 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 have adopted similar measures with effect from the same date.

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 any Note 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.

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

Risks related to the market generally

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

The secondary market generally

Notes 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 Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes and the Guarantor will make any payments under the Guarantee in the Specified Currency. 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 the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. 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 Notes. 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 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 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 will be disclosed in the Final Terms.

DOCUMENTS INCORPORATED BY REFERENCE

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

- The auditors' report and audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2010 (as set out in the Issuer's Annual Report for the year ended 31 December 2010 (pages 53 to 101)) (the "**2010 Results**").
- The auditors' report and audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2011 (as set out in the Issuer's Annual Report for the year ended 31 December 2011 (pages 57 to 112)) (the "**2011 Results**").
- The auditors' report and audited non-consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2010 (as set out in the Guarantor's Annual Report and Financial Statements for the year ended 31 December 2010 (pages 4 to 21)) (the "**Guarantor's 2010 Results**").
- The auditors' report and audited non-consolidated annual financial statements of the Guarantor for the financial year ended 31 December 2009 (as set out in the Guarantor's Annual Report and Financial Statements for the year ended 31 December 2009 (pages 4 to 21)).
- The terms and conditions of the Notes contained in the Prospectus dated 9 December 2005 in relation to the Issuer's €2,500,000,000 Euro Medium Term Note Programme (pages 27 - 46).
- The terms and conditions of the Notes contained in the Prospectus dated 19 March 2007 in relation to the Issuer's €2,500,000,000 Euro Medium Term Note Programme (pages 29 - 49).
- The terms and conditions of the Notes contained in the Prospectus dated 17 October 2008 in relation to the Issuer's €2,500,000,000 Euro Medium Term Note Programme (pages 36 - 62).
- The deed of guarantee issued by Rentokil Initial 1927 plc in favour of the Trustee in respect of the Programme, dated 23 October 2008.

For the avoidance of doubt, any documents or information incorporated by reference into the documents listed above 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. Where reference is made to a website in this Prospectus, the contents of that website shall not form part of 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 registered office of the Issuer and from the specified office of the Paying Agent for the time being in London.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of

Notes. The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in “*Subscription and Sale*”) that it will comply with section 87G of the Financial Services and Markets Act 2000.

FORM OF THE NOTES

Each Tranche of Notes will be in bearer form and will be initially issued in the form of a temporary global Note (a “**Temporary Global Note**”) or, if so specified in the applicable Final Terms, a permanent global Note (a “**Permanent Global Note**” and together with the Temporary Global Note, the “**Global Notes**”) which, in either case, will be delivered on or prior to the original issue date of the Tranche to a common depositary (the “**Common Depositary**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”). Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Global Note of the same Series or (ii) definitive Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Global Note without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, receipts, interest coupons and talons attached upon either (i) not less than 60 days’ written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) to the Agent as described therein or (ii) only upon the occurrence of an Exchange Event. A Permanent Global Note representing Notes having denominations consisting of a minimum Specified Denomination and integral multiples of a smaller amount there above may only be exchanged for definitive Notes upon an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default (as defined in Condition 9) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Global Note in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) or the Trustee may give notice to the Agent requesting exchange and, in the event of the occurrence of

an Exchange Event as described in (iii) above, the Issuer may also give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

The following legend will appear on all Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Notes:

“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.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*”), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Agent and the Trustee.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[Date]

RENTOKIL INITIAL PLC

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €2,500,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 5 April 2012 [which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”)/listing particulars approved by the UK Listing Authority as required by the Financial Services and Markets Act 2000]. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive] and must be read in conjunction with the Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing on the website of the London Stock Exchange and is available for viewing at, and copies may be obtained from, the registered office of the Issuer at 2 City Place, Beehive Ring Road, Gatwick RH6 0HA, United Kingdom.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Prospectus dated [original date] which are incorporated by reference in the Prospectus dated [current date] and are attached hereto. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”)] and must be read in conjunction with the Prospectus dated [current date] which constitutes a base prospectus [for the purposes of the Prospectus Directive]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [current date]. Copies of such Prospectuses are available for viewing on the website of the London Stock Exchange and are available for viewing at, and copies may be obtained from, the registered office of the Issuer at 2 City Place, Beehive Ring Road, Gatwick RH6 0HA, United Kingdom.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination must be £100,000 or its equivalent in any other currency.]

- 1 (i) Series Number: [●]
(ii) Tranche Number: [●]

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)

[(iii) Guarantee:	The Notes will be guaranteed by Rentokil Initial 1927 plc until [the date on which the issue of GBP 300,000,000 5.75 per cent. Notes due 31 March 2016 (XS0249085852) ceases to be outstanding]/[Maturity Date] pursuant to a deed of guarantee dated 23 October 2008 (as amended and/or replaced from time to time).]
2 Specified Currency or Currencies:	[●]
3 Aggregate Nominal Amount:	
(i) Series:	[●]
(ii) Tranche:	[●]
4 Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
5 (i) Specified Denominations:	[●]
	<i>(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:</i>
	<i>“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000], No Notes in definitive form will be issued with a denomination above [€199,000].”</i>)
	<i>(N.B. If an issue of Notes is (i) NOT admitted to trading on a European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €100,000 minimum denomination is not required.)</i>
(ii) Calculation Amount	[●]
	<i>(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)</i>
6 (i) Issue Date [and Interest	[●]
Commencement Date]:	
(ii) Interest Commencement Date (if	[●]
different from the Issue Date):	
7 Maturity Date:	[Fixed rate – specify date]
	<i>Floating rate – Interest Payment Date falling in or nearest to [specify month]]</i>
8 Interest Basis:	[[●] per cent. Fixed Rate]
	[[LIBOR/EURIBOR] +/- [●] per cent. Floating Rate]
	[Zero Coupon]

- [Index Linked Interest]
 [Dual Currency Interest]
[specify other]
 (further particulars specified below)
- 9 Redemption/Payment Basis: [Redemption at par]
 [Index Linked Redemption]
 [Dual Currency Redemption]
 [Partly Paid]
 [Instalment]
[specify other]
- 10 Change of Interest Basis or Redemption/
 Payment Basis: *[Specify details of any provision for change of Notes into
 another Interest Basis or Redemption/ Payment Basis]*
- 11 Put/Call Options: [Investor Put]
 [Issuer Call]
 [(further particulars specified below)]
- 12 [Date [Board] approval for issuance of
 Notes obtained: [●]]
- 13 Method of distribution: [Syndicated/Non syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14 Fixed Rate Note Provisions [Applicable/Not Applicable]
*(If not applicable, delete the remaining sub- paragraphs of
 this paragraph)*
- (i) Rate(s) of Interest: [●] per cent. per annum [payable [annually/ semi-
 annually/quarterly] in arrear]
*(If payable other than annually, consider amending
 Condition 4)*
- (ii) Interest Payment Date(s): [[●] in each year up to and including the Maturity
 Date]/*[specify other]*
*(NB: This will need to be amended in the case of long or
 short coupons)*
- (iii) Fixed Coupon Amount(s): [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest
 Payment Date falling [on/in] [●]
- (v) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or *specify other*])
- (vi) Determination Date(s): [●] in each year

	<i>[Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]</i>
	<i>(NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration)</i>
	<i>(NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))</i>
(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	[None/Give details]
15 Floating Rate Note Provisions	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
(i) Specified Period(s)/Specified Interest Payment Dates:	[●]
(ii) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]
(iii) Additional Business Centre(s):	[●]
(iv) Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination/specify other]
(v) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):	[●]
(vi) Screen Rate Determination:	
– Reference Rate:	[●] <i>(Either LIBOR, EURIBOR or other, although additional information is required if other – including fallback provisions in the Agency Agreement)</i>
– Interest Determination Date(s):	[●] <i>(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)</i>
– Relevant Screen Page:	[●] <i>(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)</i>
(vii) ISDA Determination:	

– Floating Rate Option:	[●]
– Designated Maturity:	[●]
– Reset Date:	[●]
(viii) Margin(s):	[+/-][●] per cent. per annum
(ix) Minimum Rate of Interest:	[●] per cent. per annum
(x) Maximum Rate of Interest:	[●] per cent. per annum
(xi) Day Count Fraction:	[Actual/Actual (ISDA) Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 30/360 30E/360 30E/360 (ISDA) Other] (See Condition 4 for options)
(xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[●]
16 Zero Coupon Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
(i) Accrual Yield:	[●] per cent. per annum
(ii) Reference Price:	[●]
(iii) Any other formula/basis of determining amount payable:	[●]
(iv) Day Count Fraction in relation to Early Redemption Amounts and late payment:	[Conditions 6(e)(iii) and 6(k) apply/specify other]
17 Index Linked Interest Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
(i) Index/Formula:	[give or annex details]
(ii) Calculation Agent:	[give name [and address]]
(iii) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the	[●]

- Agent):
- (iv) Provisions for determining coupon where calculation by reference to Index and/or Formula is impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
 - (v) Specified Period(s)/Specified Interest Payment Dates: [●]
 - (vi) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
 - (vii) Additional Business Centre(s): [●]
 - (viii) Minimum Rate of Interest: [●] per cent. per annum
 - (ix) Maximum Rate of Interest: [●] per cent. per annum
 - (x) Day Count Fraction: [●]
- 18 Dual Currency Interest Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: *[give or annex details]*
 - (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Agent): [●]
 - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
 - (iv) Person at whose option Specified Currency(ies) is/are payable: [●]

PROVISIONS RELATING TO REDEMPTION

- 19 Issuer Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
 - (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[●] per Calculation Amount/specify other/see Appendix]
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [●]
 - (b) Maximum Redemption Amount: [●]

- (iv) Notice period (if other than as set out in the Conditions): [●]
- 20 Investor Put: [Applicable/Not Applicable]
(Condition 6(d)) (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[●] per Calculation Amount/specify other/see Appendix]
- (iii) Notice period (if other than as set out in the Conditions): [●]
- 21 Final Redemption Amount: [[●] per Calculation Amount/specify other/see Appendix]
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
- 22 Early Redemption Amount of each Note payable on the occurrence of a Put Event as described in Condition 6(g), redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e)): [[●] per Calculation Amount/specify other/see Appendix]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 23 Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]
 [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
 [Permanent Global Notes exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]
(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Prospectus and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect:

- “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)*
- 24 Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]
(Note that this item relates to the place of payment and not Interest Period end dates to which items 14(iii) and 16(vi) relate)
- 25 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
- 26 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details. NB: a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]
- 27 Details relating to Instalment Notes:
- (i) Instalment Amount(s): [Not Applicable/give details]
- (ii) Instalment Date(s): [Not Applicable/give details]
- 28 Redenomination applicable: Redenomination [not] applicable
[(if Redenomination is applicable, specify the terms of the redenomination in an Annex to the Final Terms)]
- 29 Other Final Terms: [Not Applicable/give details]

DISTRIBUTION

- 30 (i) If syndicated, names of Managers: [Not Applicable/give names]
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, include names of entities agreeing to underwrite the issue on a firm commitment basis and names of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)
- (ii) Date of [Subscription] Agreement: [●]
(The above is only relevant if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies).
- (iii) Stabilising Manager (if any): [Not Applicable/give name]

- 31 If non-syndicated, name of relevant Dealer: [Not Applicable/*give name*]
- 32 Whether TEFRA C or TEFRA D rules applicable or TEFRA rules not applicable: [TEFRA C/TEFRA D/TEFRA not applicable]
- 33 Additional selling restrictions: [Not Applicable/*give details*]

[PURPOSE OF FINAL TERMS

These Final Terms comprise the details required to list the issue of Notes described herein pursuant to the listing of the €2,500,000,000 Euro Medium Term Note Programme of Rentokil Initial plc.]

RESPONSIBILITY

Each of the Issuer and the Guarantor accepts responsibility for the information contained in these Final Terms. [[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] has been extracted from [specify source]. Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:
Duly authorised

Signed on behalf of the Guarantor:

By:
Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing: [London/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [the London Stock Exchange’s regulated market/ the London Stock Exchange’s Professional Securities Market] with effect from [●].] [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original securities are already admitted to trading)*
- (iii) Estimate of total expenses related to admission to trading: [●]

2 RATINGS

- Ratings: The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert credit rating agency name(s)].
- The Issuer is rated [insert details] by [insert credit rating agency name(s)]
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- Insert one (or more) of the following options, as applicable:
- Option 1: CRA is (i) established in the EU and (ii) registered under the CRA Regulation:***
- [Insert legal name of particular credit rating agency entity providing rating] is established in the EU and registered under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).
- Option 2: CRA is (i) established in the EU; and (ii) has not applied for registration and is not registered under the CRA Regulation:***
- [Insert legal name of particular credit rating agency entity providing rating] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).
- Option 3: CRA is not established in the EU but the relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation:***
- [Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but the rating it has given to the [Notes] is endorsed by [insert legal name of credit rating agency], which is established in the EU and registered under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).
- Option 4: CRA is not established in the EU and the relevant rating is not endorsed under the CRA Regulation, but the CRA is certified under the CRA Regulation:***

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU but is certified under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).

Option 5: CRA is neither established in the EU nor certified under the CRA Regulation and the relevant rating is not endorsed under the CRA Regulation:

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EU and is not certified under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”) and the rating it has given to the [Notes] is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. – Amend as appropriate if there are other interests.]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

4 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) [Reasons for offer: [●]]

(see “*Use of Proceeds*” wording in Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here) (ii) Estimated net proceeds: [●]

(ii) [Estimated net proceeds: [●]]

(iii) [Estimated total expenses: [●]]

(N.B.: Delete unless the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, in which case (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.)

5 YIELD (FIXED RATE NOTES ONLY) [●]

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

6 PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (Index-Linked Notes only)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information

about the index can be obtained. Where the underlying is not an index need to include equivalent information.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information.]

(N.B. This paragraph 6 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

7 PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (Dual Currency Notes only)

[*Need to include details of where past and future performance and volatility of the relevant rates can be obtained.*]

(N.B. This paragraph 7 only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

8 OPERATIONAL INFORMATION

(i) ISIN Code: [●]

(ii) Common Code: [●]

(iii) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

(iv) Delivery: Delivery [against/free of] payment

(v) Names and addresses of additional Paying Agent(s) (if any): [●]

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Form of the Notes" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Rentokil Initial plc (the **Issuer**) constituted by a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) dated 9 December 2005 made between the Issuer and HSBC Trustee (C.I.) Limited (the **Trustee**, which expression shall include any successor as Trustee).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (i) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (ii) any Global Note; and
- (iii) any definitive Notes issued in exchange for a Global Note.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 9 December 2005 and made between the Issuer, HSBC Bank plc as issuing and principal paying agent and agent bank (the **Agent**, which expression shall include any successor agent) and the Trustee and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Interest bearing definitive Notes have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Notes repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Final Terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note. References to the *applicable Final Terms* are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

The Trustee acts for the benefit of the holders for the time being of the Notes (the **Noteholders**, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided below), the holders of the Receipts (the **Receiptholders**) and the holders of the Coupons (the **Couponholders**, which

expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing on the website of the London Stock Exchange and are available for viewing at, and copies may be obtained from, the registered office of the Issuer at Portland House, Bressenden Place, London, SW1E 5BH*. However, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity.

In the case of a Tranche of Notes that is not offered to the public nor admitted to trading on a regulated market in any Member State of the European Union, Iceland, Norway or Liechtenstein (together, the **European Economic Area**) in circumstances requiring publication of a prospectus in accordance with Directive 2003/71/EC and any relevant implementing measure nor admitted to trading on the London Stock Exchange's Professional Securities Market, copies of the Final Terms will only be available for inspection by a Holder of or, as the case may be, a relevant account holder in respect of, such Notes.

The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed and the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a Dual Currency Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

* The registered office of the Issuer changed to 2 City Place, Beehive Ring Road, Gatwick RH6 OHA, United Kingdom on 6 May 2009. Copies of the applicable Final Terms shall be available for viewing at, and copies may be obtained from, this new address.

This Note may be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending on the Redemption/Payment Basis shown in the applicable Final Terms.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Notes, Receipts and Coupons will pass by delivery. The Issuer, the Paying Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking, société anonyme (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Paying Agents and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer, any Paying Agent and the Trustee as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly. Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Agent and the Trustee.

2. STATUS OF THE NOTES

The Notes and any relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank *pari passu* among themselves and (subject as aforesaid and save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

3. NEGATIVE PLEDGE

So long as any of the Notes remain outstanding the Issuer will not, and will procure that no Subsidiary (which expression shall, in these Terms and Conditions, unless the context otherwise expressly provides, means a subsidiary as defined in Section 736 of the Companies Act 1985) of the Issuer will, create or permit to subsist any mortgage, lien, pledge or other charge (each a **Security Interest**) upon, or with respect to, any of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure any existing or future Relevant Indebtedness of any person or any guarantee or indemnity given in respect thereof, unless the Issuer shall, simultaneously with, or prior to, the creation of such Security Interest take any and all action necessary to procure that all amounts payable by the Issuer under the Notes and the Trust Deed are secured equally and rateably by such Security Interest to the satisfaction of the Trustee or such other security or other arrangement is provided as the Trustee shall in its absolute discretion deem not materially less

beneficial to the Noteholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

Notwithstanding the foregoing the Issuer or any Subsidiary may create or have outstanding a Security Interest in respect of any Relevant Indebtedness and/or any guarantee or indemnity given in respect thereof as aforesaid (without the obligation to provide a Security Interest or such other security or other arrangement in respect of the Notes and the Trust Deed as aforesaid) where such Security Interest is provided by or in respect of a company becoming a Subsidiary of the Issuer after the Issue Date of the first Tranche of Notes, and where such Security Interest exists at the time that company becomes a Subsidiary of the Issuer (provided that such Security Interest was not created in contemplation of that company becoming a Subsidiary of the Issuer and the principal amount secured at the time of that company becoming a Subsidiary of the Issuer is not subsequently increased).

For the purposes of this provision, **Relevant Indebtedness** means any of the Notes and, otherwise, any loan or other indebtedness which is in the form of, or represented by, any bonds, notes, depositary receipts or other securities having an original maturity of more than one year from its date of issue and for the time being, by agreement with the issuer thereof, quoted, listed (or capable of being quoted or listed) or dealt in on any stock exchange and/or quotation system or by any listing authority or other recognised securities market provided that such definition shall exclude any such indebtedness in existence before 14 November 2001 which has the benefit of a Security Interest created by the Issuer or any Subsidiary and which is no greater than £10,000,000 when aggregated with all other then existing such indebtedness.

4. INTEREST

(a) **Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Terms and Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation

Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
 - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
 - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Terms and Conditions:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) **Interest on Floating Rate Notes and Index Linked Interest Notes**

(i) ***Interest Payment Dates***

Each Floating Rate Note and Index Linked Interest Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions, **Business Day** means a day which is both:

- (A) 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 London and each Additional Business Centre specified in the applicable Final Terms; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, 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 the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre and which, if the

Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the **TARGET 2 System**) is open.

(ii) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Final Terms.

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**) or on the Euro-zone inter-bank offered rate (**EURIBOR**), the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity and Reset Date have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(B) *Screen Rate Determination for Floating Rate Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent. If five or more of such

offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(iii) ***Minimum Rate of Interest and/or Maximum Rate of Interest***

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) ***Determination of Rate of Interest and calculation of Interest Amounts***

The Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes or Index Linked Interest Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Index Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4(b):

- (i) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if “30/360, 360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;
- “Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- “M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- “M₂” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- “D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and
- “D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;
- “Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- “M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- “M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- “D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and
- “D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30;

- (vii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;
- “Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- “M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- “M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- “D1” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and
- “D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

(v) ***Notification of Rate of Interest and Interest Amounts***

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange or other relevant authority on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed or by which they have been admitted to listing and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed or by which they have been admitted to listing and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vi) ***Determination or Calculation by Trustee***

If for any reason at any relevant time the Agent or, as the case may be, the Calculation Agent defaults in its obligations to determine the Rate of Interest or the Agent defaults in its obligation to calculate any Interest Amount in accordance with sub-paragraph (ii)(A) or (B) above or as otherwise specified in the applicable Final Terms, as the case may be, and in each case in accordance with paragraph (iv) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 4(b), but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent or the Calculation Agent, as applicable.

(vii) ***Certificates to be final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b) and, whether by the Agent or, if applicable, the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or, if applicable the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) **Interest on Dual Currency Interest Notes**

The rate or amount of interest payable in respect of Dual Currency Interest Notes shall be determined in the manner specified in the applicable Final Terms.

(d) **Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

(e) **Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

5. PAYMENTS

(a) **Method of payment**

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

(b) **Presentation of definitive Notes, Receipts and Coupons**

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender 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 such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

(c) **Payments in respect of Global Notes**

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which it was presented and such record shall be *prima facie* evidence that the payment in question has been made.

(d) **General provisions applicable to payments**

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

(e) **Payment Day**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.; For these purposes, **Payment Day** means any day which (subject to Condition 8) is:

- (i) 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:
 - (A) the relevant place of presentation;
 - (B) London;
 - (C) each Additional Financial Centre specified in the applicable Final Terms; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, 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 the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, London and any Additional Financial Centre and which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET 2 System is open.

(f) **Interpretation of principal and interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;

- (v) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(e)); and
- (vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

6. REDEMPTION AND PURCHASE

(a) Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

(b) Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note, an Index Linked Interest Note nor a Dual Currency Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of the United Kingdom, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together, if appropriate, with interest accrued to (but excluding) the date of redemption.

(c) **Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 13; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee and the Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

If the Notes are Fixed Rate Notes denominated in sterling, the Optional Redemption Amount will, unless otherwise specified in the applicable Final Terms, be an amount equal to the higher of (i) the outstanding nominal amount of the Notes and (ii) an amount calculated by multiplying the outstanding nominal amount of the Notes by that price (expressed as a percentage) (as reported in writing to the Issuer and the Trustee by a financial adviser nominated by the Issuer and approved by the Trustee) (and rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Notes on the Determination Date (as defined below) is equal to the Redemption Rate (as defined below).

For the purposes of this Condition 6(c):

Determination Date means the date which is two Business Days prior to the publication or dispatch of the notice of redemption under this Condition 6(c);

Gross Redemption Yield means a yield calculated on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 4, Section One: Price/Yield Formulae "Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published 8/6/1998) or such other basis as the Trustee may approve;

Redemption Rate means the Relevant Swap Mid Curve Rate or, if the Relevant Swap Mid Curve Rate is not able to be determined, such rate as may be approved by the Trustee;

Relevant Swap Mid Curve Rate means the mid-point of the bid-side and offer-side rates for the fixed leg of a hypothetical interest rate swap with a notional profile equal to the semi-annual interest that would be payable on the Notes to be redeemed, with the same payment dates as the Notes to be redeemed, against a floating leg of Six Month Sterling LIBOR with no spread, where such hypothetical interest rate swap is between two highly-rated (AA- or equivalent or higher) and fully collateralised market counterparties (the Relevant Swap Mid Curve Rate shall be determined by a financial adviser (nominated by the Issuer and approved by the Trustee) using its standard valuation methodology as at the date of calculation) as at or about 11.00 a.m. (London time) on such Determination Date; and

Six Month Sterling LIBOR means the rate of interest for six month sterling deposits as determined as at or about 11.00 a.m. (London time) on the Determination Date by reference to the display designated as the British Bankers Association LIBOR Rates as quoted on Telerate Screen No. 3750 or such other page as may replace Telerate Screen No. 3750 on that service for the purposes of displaying such information; or if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Trustee) as may replace Telerate.

Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Higher Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least five days prior to the Selection Date.

(d) **Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than 15 nor more than 30 days' notice (which notice shall be irrevocable) the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

To exercise the right to require redemption of this Note the holder of this Note must deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition accompanied by, if this Note is in definitive form, this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

(e) **Early Redemption Amounts**

For the purpose of paragraph (b) above, paragraph (g) below and Condition 9, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount; or
- (iii) in the case of a Zero Coupon Note, at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

“RP”	means the Reference Price;
“AY”	means the Accrual Yield expressed as a decimal; and
“y”	is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Final Terms.

(f) **Instalments**

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (e) above.

(g) **Event Risk**

(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 736 of the Companies Act 1985 as amended) whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Issuer, shall become interested (within the meaning of Part VI of the Companies Act 1985 as amended) 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 Notes carry from any Rating Agency an investment grade credit rating (*Baa3/BBB-, or equivalent, or better*), and such rating from any Rating Agency is within a period ending 120 days after announcement of the Change of Control having occurred (or such longer period as the Notes are under consideration, announced publicly within such 120 day period, for rating review) either downgraded to a non-investment grade credit rating (*Bal/BB+, or equivalent, or worse*) or withdrawn; 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.

Further, (a) if at the time of the occurrence of the Change of Control the Notes carry a non-investment grade credit rating from each Rating Agency then assigning a credit rating to the Notes or no credit rating from any Rating Agency, a Put Event will be deemed to occur upon the occurrence of a Change of Control alone; and (b) if at the time of the occurrence of the Change of Control the Notes carry a rating from more than one Rating Agency, at least one of which is investment grade, then sub-paragraph (ii) will apply.

- (B) If a Put Event occurs, each Noteholder shall have the option to require the Issuer to redeem or repay that Note on the Put Date (as defined below) at its Early Redemption Amount together with interest accrued to but excluding the date of redemption or purchase. Such option shall operate as set out below.
- (C) Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders, shall (subject in each case to being indemnified to its satisfaction), give notice (a **Put Event Notice**) to the Noteholders in accordance with Condition 13 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6(g).
- (D) To exercise the option to require the redemption or repayment of a Note under this Condition 6(g) the holder of the Note must, if the Notes are in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver such Note, on any Payment Day (as defined in Condition 5(e)) falling within the period (the **Put Period**) of 45 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 **Change of Control Put Notice**). The Note should be delivered together with all Coupons appertaining thereto maturing after the date which is 7 days after the expiration of the Put Period (the **Put Date**), failing which (unless the applicable Final Terms provide that the relative Coupons are to become void upon the due date for redemption of such Note) the Paying Agent will require payment of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed in the manner provided in Condition 5 against presentation and surrender of the relevant missing Coupon (or any replacement therefore issued pursuant to Condition 10) at any time after such payment, but before the expiry of the period of 10 years from the Relevant Date (as defined in Condition 7) in respect of that Coupon. The Paying Agent to which such Note and Change of Control Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. If the Notes are represented by a Global Note or are in definitive form and held through Euroclear and/ or Clearstream, Luxembourg, to exercise the right to require redemption of the Notes held by it the Noteholder must, within the Put Period, give notice of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, at the same time, present or procure the presentation of the relevant Global Note to the Agent for notation accordingly. Payment in respect of any Note so delivered will be made, if the holder duly specified a bank account in the Change of Control Put Notice 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 or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. Payment in respect of any Notes represented by a Global Note or in definitive form and held through Euroclear and/or Clearstream, Luxembourg in respect of which the relevant Noteholder has exercised the option given under this Condition 6(g) will be made on the Put Date. A Change of Control Put Notice, once given, shall be irrevocable. The Issuer shall redeem or repay the relevant Notes on the Put Date unless previously redeemed and cancelled.

If 80 per cent. or more in nominal amount of the Notes then outstanding have been redeemed pursuant to this Condition 6(g), the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Put Date, redeem, at its option, the remaining Notes as a whole at a redemption price of the Early Redemption Amount thereof plus interest accrued to but excluding the date of such redemption.

- (E) If the rating designations employed by any of Moody's, S&P or Fitch are changed from those which are described in paragraph (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 Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P or Fitch and paragraph A(ii) shall be read accordingly.
- (F) The Trustee is under no obligation to ascertain whether a Put Event or Change of Control or any event which could lead to the occurrence of or could constitute a Put Event or Change of Control has occurred and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Put Event or Change of Control or other such event has occurred.
- (G) In these Conditions **Rating Agency** means Moody's Investors Service, Inc. (**Moody's**) or Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc, (**S&P**) or Fitch Ratings Ltd (**Fitch**), or their respective successors or any rating agency (a **Substitute Rating Agency**) substituted for any of them by the Issuer from time to time with the prior written approval of the Trustee.

(h) **Partly Paid Notes**

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Final Terms.

(i) **Purchases**

The Issuer or any Subsidiary of the Issuer may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(j) **Cancellation**

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to paragraph (i) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

(k) **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c), (d) or (g) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(ii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Trustee or the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

7. TAXATION

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the United Kingdom unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) presented for payment in the United Kingdom; or
- (b) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of such Note, Receipt or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5(e)); or
- (d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the 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
- (e) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used in these Terms and Conditions the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13.

8. PRESCRIPTION

The Notes, Receipts and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5(b) or any Talon which would be void pursuant to Condition 5(b).

9. EVENTS OF DEFAULT

- (a) **Events of Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified to its satisfaction), (but in the case of the happening of any of the events described in paragraphs (ii) to (viii) inclusive (other than (iv) in relation to the Issuer), only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that the Notes are, and they shall thereupon immediately become, due and repayable at their Early Redemption Amount together with accrued interest as provided in the Trust Deed if any of the following events shall occur (**Events of Default**):

- (i) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days, in the case of principal, or 14 days, in the case of interest; or
- (ii) if the Issuer fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in any case where, in the opinion of the Trustee, the failure is incapable of remedy when no such continuation and 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) next following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or
- (iii) (A) if 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 (B) if 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 (C) if any security given by the Issuer or any of its Principal Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable by reason of default; or (D) if default is made by the Issuer or any of its Principal Subsidiaries in making any payment due as extended by any originally applicable grace period 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 referred to in this Condition 9(a)(iii) shall constitute an Event of Default, first, unless the relative Indebtedness for Borrowed Money either alone or when aggregated with other Indebtedness for Borrowed Money relative to all (if any) other such events which shall have occurred shall amount to at least £20,000,000 (or its equivalent in any other currency) and, second, in the case where such event has occurred in relation to Indebtedness for Borrowed Money of a Principal Subsidiary at the time such company becomes a Principal Subsidiary through acquisition by the Issuer or a Subsidiary of the Issuer, unless such event continues for a period of seven days after the date of such acquisition, if such default is in respect of interest on any Indebtedness for Borrowed Money, and, in any other case, 14 days (or such longer period as the Trustee may permit) after the date of such acquisition; or
- (iv) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer or any of its Principal Subsidiaries, save for the purposes of an amalgamation, merger, consolidation, reorganisation, reconstruction or other similar arrangement (A) in the case of a Principal Subsidiary not involving or arising out of the insolvency of such Principal Subsidiary and under which all or substantially all of its assets are transferred to the Issuer or any of its Subsidiaries, or (B) in the case of a Principal Subsidiary under which all or substantially all of its assets are transferred to a third party or parties (whether associated or not) for full consideration received by the Issuer or a Subsidiary on an

arm's length basis, or (C) in the case of a Principal Subsidiary under which all or substantially all of its assets are transferred and the transferee is or immediately upon such transfer becomes a Principal Subsidiary, or (D) on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders; or

- (v) if the Issuer or any of its Principal Subsidiaries ceases or threatens to cease to carry on the whole or a substantial part of its business, save (A) in the case of a Principal Subsidiary for the purposes of an amalgamation, merger, consolidation, reorganisation, reconstruction or other similar arrangement, (i) not involving or arising out of the insolvency of such Principal Subsidiary and under which all or substantially all of its assets are transferred to the Issuer or any of its Subsidiaries or (ii) under which all or a substantial part of its assets are transferred to a third party or parties (whether associated or not) for full consideration received by the Issuer or a Subsidiary on an arm's length basis or (iii) under which all or substantially all of its assets are transferred and the transferee is or immediately upon such transfer becomes a Principal Subsidiary or (iv) the terms of which have been previously approved by the Trustee or by an Extraordinary Resolution of the Noteholders; or (B) in the case of a Principal Subsidiary which is a Principal Subsidiary by virtue only of part (B) of the definition of Principal Subsidiary, provided that at the time of such cessation or threatened cessation such Principal Subsidiary is not in default in respect of any Indebtedness for Borrowed Money or any guarantee and/or indemnity given by such Principal Subsidiary in respect of any Indebtedness for Borrowed Money; or
- (vi) 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
- (vii) if (A) proceedings are initiated against the Issuer or any of its Principal Subsidiaries under any applicable liquidation, insolvency, composition, reorganisation or other similar laws and, other than in respect of the Issuer or Rentokil Initial 1927 plc, such proceedings are not being contested in good faith, or an application is made for the appointment of an administrative or other receiver, manager, administrator or other similar official and, other than in respect of the Issuer or Rentokil Initial 1927 plc, such application is not being contested in good faith, 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 a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or substantially the whole of the undertaking or assets of any of them and (B) in any case (other than the appointment of an administrator) are/is not discharged within 45 days; or
- (viii) if the Issuer or any of its Principal Subsidiaries consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws 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 in any such case for the purposes of an amalgamation, merger, consolidation, reorganisation, reconstruction or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders.

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 Notes, the Receipts 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 Notes, the Receipts or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding, and (ii) it shall have been indemnified to its satisfaction.

No Noteholder, Receiptholder 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.

(b) **Definitions**

For the purposes of this Condition:

Principal Subsidiary at any time shall mean a Subsidiary of the Issuer *inter alia*:

- (A) whose operating profits (or, if the Subsidiary in question prepares consolidated accounts, whose total consolidated operating profits) attributable to the Issuer represent not less than 10 per cent. of the consolidated operating profits of the Issuer and its Subsidiaries taken as a whole, all as calculated by reference to the then latest audited accounts (unconsolidated or, as the case may be, consolidated) of the Subsidiary and the then latest audited consolidated accounts of the Issuer and its Subsidiaries; or
- (B) any Subsidiary which has Indebtedness for Borrowed Money outstanding (or available under a committed bank facility) in an amount of at least £25,000,000 (or its equivalent in any other currency); or
- (C) 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,

all as more particularly defined in the Trust Deed; and

Indebtedness for Borrowed Money means (a) 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 other than which is indebtedness owed to an entity within the Group or (b) any borrowed money other than money borrowed by one entity within the Group from another entity within the Group or (c) any liability under or in respect of any acceptance or acceptance credit.

10. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

11. PAYING AGENTS

The names of the initial Paying Agents and their initial specified offices are set out below.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) there will at all times be an Agent; and
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or such other relevant authority; and
- (c) there will at all time be a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to the 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.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(d). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain limited circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

12. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8.

13. NOTICES

All notices regarding the Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the Financial Times in London. 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 Notes are for the time being listed or by which they have been admitted to trading. 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.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or other relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by that stock exchange or other relevant authority. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer upon the requisition of Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing more than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or to correct a manifest or proven error.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders, Receiptholders 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 Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

The Trustee may, without the consent of the Noteholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition 14) as the principal debtor under the Notes, Receipts, Coupons and the Trust Deed of another company, being a Subsidiary of the Issuer or a parent undertaking of the Issuer, subject to (a) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution and (b) certain other conditions set out in the Trust Deed being complied with.

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

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.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (i) to enter into business transactions with the Issuer and/or any of its 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 its Subsidiaries (ii) 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 Noteholders, Receiptholders or Couponholders, and (iii) 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 shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

18. GOVERNING LAW

The Trust Deed, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

RENTOKIL INITIAL PLC

Principal activities

The Issuer is a public listed holding company and the ultimate parent of the Group (comprising the Issuer and its subsidiary undertakings).

The Group's businesses are undertaken through legal entities in the country of their operation. Such legal entities are predominantly indirectly wholly owned subsidiaries of the Issuer, although in a number of cases such services are provided as separate divisions of wholly owned subsidiaries or in a very limited number of instances as joint ventures.

As at the date of this Prospectus, the Issuer is rated BBB- by Standard & Poor's Credit Market Services Europe Limited. Standard & Poor's Credit Market Services Europe Limited is established in the European Union and is registered under the CRA Regulation.

History and Development

Rentokil Initial plc (the "**Issuer**") was incorporated in England and Wales on 15 March 2005 as a public limited company under the name of Rentokil Initial 2005 plc and subsequently changed its name to Rentokil Initial plc on 21 June 2005. The Issuer's registration number is 5393279 and its registered address is 2 City Place, Beehive Ring Road, Gatwick, West Sussex RH6 0HA (telephone number 01293 858000).

The Issuer was incorporated as part of a corporate reorganisation effected by way of a court-sanctioned scheme of arrangement under Section 425 of the Companies Act 1985 between Rentokil Initial 1927 plc and the shareholders of Rentokil Initial 1927 plc (the "**Corporate Reorganisation**"). The scheme of arrangement was approved by the court on 21 June 2005. The purpose of incorporating the Issuer was to create a newly listed holding company for the Group comprising the Issuer and its subsidiary undertakings (the "**Group**").

The Issuer holds all the issued share capital of Rentokil Initial Holdings Limited which in turn holds all of the issued share capital of Rentokil Initial 1927 plc, which was the previous parent company of the Group and previously was called Rentokil Initial plc. In turn, Rentokil Initial 1927 plc (the "**Guarantor**") is organised as a holding company of its subsidiary undertakings.

Rentokil Initial Holdings Limited

Rentokil Initial Holdings Limited is an intermediate holding company with zero turnover and whose only transactions, other than inter-company transactions with the Issuer and the Guarantor and subsidiaries, are bank charges.

Accounting

The consolidated financial statements of the Issuer are prepared in accordance with International Financial Reporting Standards ("**IFRS**") adopted by the European Union ("**EU**") and implemented in the United Kingdom. The 2011 Results and the 2010 Results were prepared in accordance with IFRS.

IFRS are subject to possible amendment by, and interpretive guidance from, the International Accounting Standards Board as well as ongoing review and endorsement by the EU, and are therefore subject to change.

Principal Operating Subsidiaries and Associated Undertakings

Certain details of the principal operating subsidiaries and associated undertakings of the Issuer as at the date of this Prospectus are shown below:

Name	Country of Incorporation	Principal Activities
Rentokil Initial Holdings Limited	England & Wales	Holding company for all the entities listed below
Rentokil Initial 1927 plc	England & Wales	Holding company for all the entities listed below
City Link Limited	England & Wales	Parcels Delivery
Dudley Industries Limited	England & Wales	Manufacturing
Initial Catering Services Limited	England & Wales	Catering
Initial Facilities Management Limited	England & Wales	Facilities Management Services
Initial Medical Services Limited	England & Wales	Medical
Knightsbridge Guarding Limited	England & Wales	Security Guarding
MSS Facilities Management Limited	England & Wales	Facilities Management Services
Rentokil Initial Facilities Services (UK) Limited	England & Wales	Cleaning
Rentokil Initial UK Limited	England & Wales	Hygiene, Pest Control, Tropical Plants and Property Care
Rentokil Initial Services Limited	England & Wales	Hygiene
Rentokil Insurance Limited	England & Wales	Insurance for Property Services
Rentokil Initial Pty Limited	Australia	Pest Control, Hygiene, Tropical Plants
Ant-Eater Environmental Services Pty Ltd	Australia	Pest Control
Rentokil Initial GmbH	Austria	Pest Control
Initial Austria GmbH	Austria	Textiles & Hygiene
Initial Hygiene (Austria) GmbH	Austria	Hygiene
Rentokil Initial (Bahamas) Limited	Bahamas	Pest Control and Hygiene
Rentokil Initial (Barbados) Limited	Barbados	Pest Control and Hygiene
Initial NV	Belgium	Textiles & Hygiene
Ambius NV	Belgium	Tropical Plants
Rentokil NV	Belgium	Pest Control and Hygiene
Rentokil Initial (B) Sdn Bhd ⁽¹⁾	Brunei	Pest Control
Rentokil Pest Control Canada Limited	Canada	Pest Control
Ambius Inc.	Canada	Tropical Plants

Name	Country of Incorporation	Principal Activities
Rentokil Tai Ming China Co Ltd	People's Republic of China	Pest Control
Initial Ecotex sro	Czech Republic	Textiles & Hygiene
Rentokil Initial A/S	Denmark	Pest Control and Tropical Plants
Initial A/S	Denmark	Hygiene
Rentokil Oü	Estonia	Pest Control
Rentokil Initial Ltd	Fiji	Pest Control and Hygiene
Oy Rentokil Ambius AB	Finland	Pest Control and Tropical Plants
Oy Initial AB	Finland	Hygiene
Initial SA	France	Textiles & Hygiene
Rentokil Initial SAS	France	Pest Control
Ambius SAS	France	Tropical Plants
Technivap SAS	France	Hygiene
CAFI SAS	France	Textiles & Hygiene
Rentokil Initial Martinique Sarl	France – overseas region	Pest Control and Hygiene
Initial Textil Service GmbH & Co KG	Germany	Textiles & Hygiene
Initial Hygieneservice GmbH	Germany	Hygiene
Medentex GmbH	Germany	Medical
Rentokil Initial GmbH	Germany	Pest Control, Tropical Plants and Hygiene
Rentokil Initial Hellas EPE	Greece	Pest Control and Hygiene
Rentokil Initial Guadeloupe Sarl	Guadeloupe	Pest Control and Hygiene
Felcourt Insurance Company Ltd	Guernsey	Insurance
Rentokil Initial Guyana Ltd	Guyana	Pest Control and Hygiene
Rentokil Initial Hong Kong Ltd	Hong Kong	Pest Control, Hygiene and Cleaning
Po Hong Services Ltd	Hong Kong	Cleaning
Initial Textil Szolgaltato Kft	Hungary	Textiles & Hygiene
REntokil India Pte Ltd	India	Pest Control
PT Calmic Indonesia	Indonesia	Hygiene
PT Rentokil Indonesia	Indonesia	Pest Control
Initial Italia Srl	Italy	Hygiene
Rentokil Italia Srl	Italy	Pest Control
Rentokil Initial (Jamaica) Ltd	Jamaica	Pest Control and Hygiene
Nippon Calmic Ltd ⁽²⁾	Japan	Pest Control
Rentokil Initial Kenya Ltd	Kenya	Pest Control and Hygiene

Name	Country of Incorporation	Principal Activities
UAB Dezinfa	Lithuania	Pest Control
Rentokil Luxembourg Sàrl	Luxembourg	Pest Control
Initial Textile Luxembourg Sàrl	Luxembourg	Textiles & Hygiene
R-Control Desinfections SA	Luxembourg	Pest Control
Rentokil Initial (M) Sdn Bhd	Malaysia	Pest Control, Hygiene and Electronic Security
Balance Urbano Control de Plagas S.A. de C.V.	Mexico	Pest Control
Initial Hokatex BV	Netherlands	Textiles & Hygiene
Rentokil Initial BV	Netherlands	Pest Control and Hygiene
Holland Herstel Groep/Ureco BV	Netherlands	Facilities Management Services
Ambius BV	Netherlands	Tropical Plants
MOC Reconditionering en Bouwherstel BV	Netherlands	Tropical Plants
Rentokil Initial Ltd	New Zealand	Pest Control, Tropical Plants and Hygiene
Rentokil Initial Norge AS	Norway	Pest Control, Tropical Plants and Hygiene
Rentokil Initial (Philippines) Inc	Philippines	Pest Control and Hygiene
Initial Matadoor Sp. z.o.o.	Poland	Hygiene
Rentokil Portugal-Serviços de Protecção Ambiental Lda	Portugal	Pest Control
Initial Portugal-Serviços de Protecção Ambiental Lda	Portugal	Hygiene
Rentokil Initial Ltd	Republic of Ireland	Pest Control, Tropical Plants and Hygiene
Initial Medical Services (Ireland) Ltd	Republic of Ireland	Medical
One Stop Habitat-Care Pte Ltd	Singapore	Pest Control
Rentokil Initial Singapore Pte Ltd	Singapore	Pest Control, Textiles & Hygiene
Initial Textile Services Sro	Slovak Republic	Textiles & Hygiene
Rentokil Initial (Pty) Ltd ⁽³⁾	South Africa	Pest Control, Tropical Plants and Hygiene
Rentokil Initial Korea Ltd	South Korea	Hygiene
Rentokil Enguard Korea Ltd	South Korea	Pest Control
Yu Yu Calmic Co Ltd ⁽⁴⁾	South Korea	Pest Control and Hygiene
Initial Textiles e Higiene SLU	Spain	Hygiene
Initial Facilities Services SAU	Spain	Cleaning

Name	Country of Incorporation	Principal Activities
Rentokil Initial España SA	Spain	Pest Control
Rentokil AB	Sweden	Pest Control
Initial Sverige AB	Sweden	Hygiene
Ambius AB	Sweden	Tropical Plants
SR Dental AB	Sweden	Medical
Initial Schweiz AG	Switzerland	Hygiene
Rentokil Schweiz AG	Switzerland	Pest Control
Initial Hygiene Co Ltd	Taiwan	Hygiene
Rentokil Ding Sharn Company Ltd	Taiwan	Pest Control
Rentokil Initial (Thailand) Ltd	Thailand	Pest Control and Hygiene
Rentokil Initial (Trinidad) Limited	Trinidad	Pest Control and Hygiene
CAP Tunis	Tunisia	Textiles & Hygiene
NB Çevre Sağlığı Sistemleri Ticaret ve Sanayi AS	Turkey	Pest Control
Ambius LLC	USA	Tropical Plants
J. C. Ehrlich & Co Inc	USA	Pest Control
Initial Services Company Ltd	Vietnam	Pest Control and Hygiene
RI Services Company Ltd	Vietnam	Pest Control and Hygiene

Notes:

- (1) The Issuer holds, directly or indirectly, 85 per cent. of the issued shares of this entity.
- (2) The Issuer holds, directly or indirectly, 49 per cent. of the issued shares of this entity.
- (3) The Issuer holds, directly or indirectly, 74.9 per cent. of the issued shares of this entity.
- (4) The Issuer holds, directly or indirectly, 50 per cent. of the issued shares of this entity.

Management Structure

As at the date of this document the directors of the Issuer and their positions are as follows:

Name	Position	Other principal directorships
<i>Executive Directors</i>		
Alan J. Brown	Chief Executive Officer	Non-executive Director of Intertek Group plc
Jeremy Townsend	Chief Financial Officer	
Andrew M. Ransom	Executive Director	
<i>Non-executive Directors</i>		
John D. G. McAdam	Chairman and Chairman of the Nominations Committee	Director of United Utilities PLC Non-executive Director of Rolls-Royce PLC, J Sainsbury plc and Sara Lee

Name	Position	Other principal directorships
		Corporation (USA)
Peter J. Long	Senior Independent Director	Chief Executive of TUI Travel PLC
Duncan Tatton-Brown	Director and Chairman of the Audit Committee	
William Rucker	Director	Chief Executive of Lazard & Co. Ltd in the UK and Deputy Chairman of Lazard LLC. Chairman of Quintain Estates and Development plc and Chairman of Crest Nicholson Holdings Ltd.
Alan Giles	Director and Chairman of the Remuneration Committee	Chairman of Fat Face Group Ltd, Director of the Office of Fair Trading Director of Book Tokens Limited
Peter Bamford	Director	Chairman of SuperGroup plc, Chairman of MCPC-PRS Alliance Limited (known as PRS Music) and of Six Degrees Technology Group Ltd.
Richard Burrows	Director	Chairman of British American Tobacco plc and Voicesage Global Holdings Ltd. Non-Executive Director of Carlsberg A/S (Denmark)
Angela Seymour-Jackson	Director	—
Paul Griffiths	Company Secretary	—

The business address of each of the above is 2 City Place, Beehive Ring Road, Gatwick, West Sussex, RH6 0HA.

There are no potential conflicts of interest between any duties to the Issuer of any of the directors and their private interests or other duties.

RENTOKIL INITIAL 1927 PLC

Principal activities

Rentokil Initial 1927 plc (the “**Guarantor**”) is a holding company which heads the operating group and was the former ultimate parent of the Group.

The turnover of the group headed by the Guarantor for 2011¹ is equal to the turnover of the Group.

The adjusted operating profit of the group headed by the Guarantor is £242.7 million, compared to £224.7 million for the Group (the Group’s adjusted operating profit representing 93% of that of the group headed by the Guarantor). The difference of £18 million is explained by charges paid by the Issuer to the Guarantor.

The Group’s bond debt, associated derivatives and Revolving Credit Facility is held by the Issuer. The Group’s bonds are all guaranteed by the Guarantor until the repayment in full of the £300 million 5.75 per cent. Notes due 31 March 2016. If Notes with a maturity later than 31 March 2016 are issued under the Programme before the Guarantee is terminated, the Issuer currently intends that the Guarantee will be amended so as to continue in relation to such Notes only. The relevant Final Terms in respect of any Notes issued with a maturity later than 31 March 2016 will specify whether the Guarantee will continue in relation to such Notes after 31 March 2016 (or such earlier date on which the 2016 Notes cease to be outstanding).

The Group had net liabilities at 31 December 2011 of £0.1 billion, compared to net assets in the group headed by the Guarantor of £1.7 billion, with the difference comprised of amounts owed by the Issuer relating to inter-company transactions.

History and Development

The Guarantor was incorporated in England and Wales on 1 October 1927 under the Companies Acts 1908 to 1917 as a public limited company limited under the name of Rentokil Initial plc. Its name was changed from Rentokil Initial plc to Rentokil Initial 1927 plc as part of the Corporate Reorganisation. The Guarantor’s registration number is 002248414 and its registered address is 2 City Place, Beehive Ring Road, Gatwick, West Sussex RH6 0HA (telephone number 01293 858000).

The Issuer holds all the issued share capital of Rentokil Initial Holdings Limited which in turn holds all of the issued share capital of the Guarantor. The Guarantor was previously parent company of the Group and is now an indirect wholly-owned subsidiary of the Issuer, which is the new parent company of the Group. The Guarantor is organised as a holding company of its subsidiary undertakings.

The Group’s businesses are undertaken through legal entities in the country of their operation. Such legal entities are predominantly indirectly wholly owned subsidiaries of the Issuer, although in a number of cases such services are provided as separate divisions of wholly owned subsidiaries or in a very limited number of instances as joint ventures.

¹ The financial information in relation to the group headed by Rentokil Initial 1927 plc included in this section “Principal Activities” is unaudited, has been sourced from Group accounting records and has been prepared in accordance with IFRS.

Management Structure

As at the date of this document the directors of the Guarantor and their positions are as follows:

Name	Position	Other principal directorships
Gareth Brown	Director	None
Paul Griffiths	Director/Secretary	None
Stuart Ingall-Tombs	Director	None
Jeremy Townsend	Director	Chief Financial Officer of Rentokil Initial plc

The business address of each of the above is 2 City Place, Beehive Ring Road, Gatwick, West Sussex, RH6 0HA.

There are no potential conflicts of interest between any duties to the Guarantor of any of the directors and their private interests or other duties.

Accounting

The non-consolidated financial statements of the Guarantor are prepared in accordance with the Generally Accepted Accounting Practice in the UK ("UK GAAP"). The Guarantor's 2010 Results were prepared in accordance with UK GAAP.

BUSINESS OF THE GROUP

References in this section of this Prospectus to operating profit are for continuing businesses before amortisation and impairment of intangible assets (other than computer software) and goodwill impairment charges. The Group reports to 31 December. References to the Group's 2011 full year adjusted operating profit and adjusted profit before tax also exclude costs of a one-off nature of £38.0 million and impairment of goodwill and customer lists relating to the City Link business amounting to £146 million. References to the Group's adjusted operating profit and adjusted profit before tax for the final three months of 2011 also exclude costs of a one-off nature of £11.8 million and impairment of goodwill and customer lists relating to the City Link business amounting to £146 million. All references to 2010 numbers are (where applicable) at 2009 full year average rates of exchange. All references to 2011 numbers are (where applicable) at 2010 full year average rates of exchange (Constant Exchange Rates ("CER")). State of Service is the total number of service visits performed divided by the total number of visits due. Portfolio refers to the measure of the annualised value of fixed price, as used (volume based) and mixed value customer contracts. References to profit unless otherwise stated represent operating profit before amortisation and impairment of intangibles and one-off items. References to adjusted operating profit and losses and adjusted profit before tax refer to information as set out in the Issuer's financial statements for the year ended 31 December 2011.

The Group currently has approximately 66,000 employees providing a range of business support services across more than 50 countries, including the major developed economies in Europe, North America, Asia Pacific and Africa.

Results	Q4 2011	Growth		FY 2011	Growth	
	AER	AER	CER	AER	AER	CER
Revenue	658.4	2.5%	2.6%	2,544.3	1.9%	1.2%
Adjusted Operating profit ⁽¹⁾	67.8	0.9%	1.3%	224.7	(6.1%)	(7.6%)
Adjusted profit before tax ⁽¹⁾	57.8	(1.2%)	(0.3%)	184.4	(4.1%)	(6.1%)
Loss before tax	(116.2)	(108.6%)	(107.0%)	(50.5)	N/A	N/A
Operating cash flow ⁽²⁾	73.7	(14.5%)	(14.0%)	154.7	(30.5%)	(32.3%)
Basic adjusted EPS ⁽³⁾				7.48p	(4.2%)	

Notes:

- (1) before amortisation and impairment of intangibles (excluding computer software), reorganisation costs and one-off items
- (2) cash flow before interest, tax, acquisitions, disposals and foreign exchange adjustments
- (3) earnings per share before the after-tax effects of amortisation and impairment of intangibles, (excluding computer software), reorganisation costs and one-off items

Full Year Highlights (at CER)

- Revenue and profit growth in key Pest, Hygiene, Textiles and Facilities Services categories despite market challenges:

- Initial Facilities revenue +7 per cent., AsiaPac +4 per cent., Pest Control (excl. Libya) +3 per cent., Textiles & Hygiene +3 per cent.;
- Acquisitions performing well; contributing net £41 million of revenue increase;
- Textiles & Hygiene Benelux turnaround delivered; returned to growth in Q4 2011;
- Despite progress on capability, City Link financial performance disappointing: £31.3 million loss reflecting reduced revenue and poor productivity;
- £44 million cost savings, but impacted by City Link; £50 million savings target for 2012;
- Operating cash flow £155 million; refinancing of Revolving Credit Facility completed December 2011;
- Resumption of dividend payments; proposed final dividend of 1.33p per share reflecting progress in Pest, Hygiene, Textiles, Facilities Services and strong cash flow.

Textiles & Hygiene

This division provides its services across the UK and Continental Europe, although its full range of services is not provided in all countries. Textiles & Hygiene offers a total washroom solution service and floor mat, garments and flat linen rental services. The Textiles business supplies bespoke workwear to commercial, industrial and hospitality customers, with full inventory management available. Specialist high performance workwear is designed and produced for sectors such as the medical, hi-tech and emergency services. Flat linen (primarily table and bedroom linen) is rented and laundered for corporate and hospitality customers and health service providers. The Hygiene business rents and services dispensers, drying equipment and disposable systems for workplace washrooms. It also provides protective floor mats to a wide customer base. 75 per cent. of the division's revenues come from Continental Europe.

Results for the year ended 31 December 2011

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change (%)
At 2010 constant exchange rates:						
Revenue	195.7	190.6	2.7	771.3	751.0	2.7
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	33.5	26.8	25.0	115.0	110.1	4.5
At actual exchange rates:						
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	33.4	26.7	25.1	116.6	110.1	5.9

Note:

(1) Other than computer software.

Full year revenue grew by 2.7 per cent. in 2011, an organic increase of 1.4 per cent. after adjusting for acquisitions. Revenue growth was however impacted by a challenging economic environment in Italy and the UK. Inflationary and commodity cost increases, particularly cotton prices, were managed well. This is best reflected in France, where despite continued competitor pressure, the business achieved organic revenue growth of 1.5 per cent. Benelux delivered growth of 1.2 per cent., demonstrating a significant turnaround on the prior year. Germany reported another robust performance, delivering growth of 5.8 per cent. This was however partially offset by Italy's revenue decline of 3.2 per cent. Divisional customer retention was 86.2 per cent., unchanged on the prior year.

Profit rose by 3.8 per cent. on 2010, after adjusting for acquisitions. The Benelux businesses achieved the highest growth at 16.6 per cent. reflecting the turnaround of the business, control over pricing and significant benefits derived from restructuring. Germany's continued strong performance saw profit rise by 12 per cent. France achieved an organic profit growth of 5.9 per cent. in challenging economic conditions with customer retention improving by 2.2 per cent. on the previous year. These solid performances in the larger markets were offset by some of the smaller businesses in Italy, Eastern Europe, Specialist Hygiene and UK Supplies (as well as increased investment in divisional overheads).

Key objectives for the coming year include: continued refinement of pricing policy; a focus on product innovation to support the hygiene offer; the delivery of further cost savings through procurement, restructuring and back office administration and; increased investment in infrastructure to drive growth and cost savings.

Pest Control

Rentokil Pest Control provides a service for the prevention of a wide variety of pests in the commercial, industrial and residential sectors. The largest operations are in the USA, the United Kingdom, France, Germany, Belgium and the Netherlands. The Pest control division also includes the UK & Ireland Hygiene business.

Results for the year ended 31 December 2011

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change
At 2010 constant exchange rates:						
Revenue	143.8	138.2	4.1	581.3	579.5	0.3
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	27.9	26.4	5.7	112.4	108.6	3.5
At actual exchange rates:						
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	27.3	26.4	3.4	112.2	108.6	3.3

Note:

(1) Other than computer software.

Revenue for the Division grew by 0.3 per cent., up 3.1 per cent. excluding disposals and the suspension of operations in Libya in Q1. UK Pest Control grew by 11.3 per cent., of which 6.7 per cent. is attributed to the acquisition of the pest control operations of Santia Services and, although revenue in the UK & Ireland Hygiene business fell, its rate of decline slowed to 5.7 per cent. from 9.7 per cent. in 2010. In Europe strong performances from Germany, Austria, Switzerland and the Nordics were largely offset by difficult trading conditions in Spain, Portugal and Greece, with overall revenue growth for the region of 1.8 per cent. North America, the Division's largest business, delivered strong growth of 5.5 per cent., South Africa 3.4 per cent. and East Africa & the Caribbean 7.1 per cent..

Profit rose by 3.5 per cent., up 4.6 per cent. excluding disposals and Libya, reflecting continued good cost management across most businesses. Notably strong profit growth performances were recorded in UK Pest (16.2 per cent.), Germany (11.4 per cent.), Austria (20.9 per cent.), Switzerland (32.9 per cent.), the Nordics (8.3 per cent.) and North America (7.9 per cent.). Profits declined in the UK Hygiene operations and the difficult markets of Spain, Portugal, Ireland and Greece.

Key objectives for the coming year include: deployment of growth initiatives to drive further organic growth; a continued focus on cost saving in service productivity and back office administration (particularly North America) and; further bolt-on acquisitions in targeted regions.

Asia Pacific

Asia Pacific covers all the Group's activities in the region, principally washroom services, pest control and tropical plants.

Results for the year ended 31 December 2011

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change (%)
At 2010 constant exchange rates:						
Revenue	58.3	55.6	4.9	227.3	218.3	4.1
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	10.0	7.9	26.6	31.7	29.6	7.1
At actual exchange rates:						
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	10.7	8.2	30.5	33.9	29.6	14.5

Note:

(1) Other than computer software.

Asia Pacific revenue increased by 4.1 per cent. in 2011 (2010: up 0.6 per cent.). Both Asia and Pacific achieved growth with Asia up 5.9 per cent. and Pacific up 3.0 per cent., with acquisitions contributing 0.7 per cent. to the latter. In Asia the momentum in key markets of Indonesia (up 15.1 per cent.) and Malaysia (up 7.3 per cent.) reflects traction in sales and marketing and other growth initiatives. In Pacific the Australia pest

business grew 6.8 per cent. with significant growth in market share. The Australia hygiene business, Pink, grew by 1.6 per cent., an improvement on the negative growth trend of recent years.

Profits for the Division rose by 7.1 per cent. for the year. Gross margins remain stable with price increases and cost savings offsetting inflationary pressures. Investment in sales and marketing is now delivering to the bottom line.

Key Divisional objectives for 2012 include: continued refinement of pricing policy to reflect local market conditions, product and range innovation and to offset relatively high regional cost inflation; a focus on product innovation to support the hygiene offer; continued integration of Pest & Hygiene operations under single country management teams; and further pursuit of cost saving opportunities in back office administration, especially in the Pacific region.

Ambius

The Ambius division provides interior landscaping, design installation and maintenance services in North America, the UK and Continental Europe.

Results for the year ended 31 December 2011

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change (%)
At 2010 constant exchange rates:						
Revenue	37.3	36.4	2.5	118.5	117.2	1.1
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	5.6	4.8	16.7	8.5	8.6	(1.2)
At actual exchange rates:						
Adjusted operating profit (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	5.6	4.8	16.7	8.6	8.6	—

Note:

(1) Other than computer software.

Ambius revenue grew by 1.1 per cent. in 2011 (down 0.9 per cent. on an organic basis), reflecting the acquisition of Westplant in Holland. Christmas season job sales remained strong in Q4 with the total value sold slightly ahead of the prior year. Gross sales declined by 0.8 per cent. year on year, however terminations improved by 8.0 per cent. giving a full year Retention Rate of 84.7 per cent.

Profit was flat year on year, with cost saving initiatives mitigating the impact of cost inflation on plants and fuel as well as changes in business mix.

Key objectives for the coming year include: ongoing development of service and product extensions to support the core offer; and further cost savings through service productivity and back office rationalisation.

City Link

City Link is a next day parcel delivery service operating in the UK.

On 14 June 2011 the group announced the appointment of David Smith as Managing Director and Robert Peto as Finance Director. David Smith joined the company on 5 December 2011, Robert Peto on 13 October 2011. Both have significant experience of the parcel delivery sector. Alan Brown, Rentokil Initial CEO had assumed responsibility for City Link following the departure of Stuart Goodman in December 2010.

Results from the year ended 31 December 2011

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change (%)
At 2010 constant exchange rates:						
Revenue	88.0	87.6	0.5	306.9	335.5	(8.5)
Adjusted operating loss (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	(6.7)	(3.6)	(86.1)	(31.3)	(9.6)	(226.0)
At actual exchange rates:						
Adjusted operating loss (before one-off items and amortisation & impairment of intangible assets ⁽¹⁾)	(6.7)	(3.6)	(86.1)	(31.3)	(9.6)	(226.0)

Note:

(1) Other than computer software.

Despite operational improvements during 2011 the business made an operating loss of £31.3 million on revenue down 8.5 per cent. to £306.9 million, reflecting a 3.5 per cent. volume decline and 5.0 per cent. decline in Revenue Per Consignment ("RPC"). Losses were also impacted by slow progress on cost saving initiatives and productivity in particular.

RPC decline was driven by a loss of smaller and medium sized customers in Q1 predominantly due to poor service quality in December 2010, a very competitive market and a lack of investment in account management. Quality of service improved dramatically in 2011 and has consistently been at a high level throughout the year. City Link invested in both account management and customer service during the year and as a result is now gaining momentum in winning new business. It exited the year with an additional £25 million in annualised contract sales and the new business pipeline remains in excess of £50 million. There is also a need, however, to increase prices after many years of serial decline in the industry as a whole.

Key objectives for the coming year include: top line growth with a focus on profitable new customers; development of higher margin offer lines; and the delivery of £20 million in cost savings, focused on driver productivity and supported by hub & trunking, warehouse and back office cost reductions.

Initial Facilities Services

The Facilities Services division incorporates cleaning, catering, hospital services and building services. Each of these services are provided individually, but also create the platform for multi-service contracts offering

one point of customer contact. In addition, this division includes the Group's specialist hygiene businesses, manned guarding services and product supply companies. The bulk of the division's revenues and profits are derived in the UK. Cleaning is the division's largest operation.

Results for the year ended 31 December 2011

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change (%)
At 2010 constant exchange rates:						
Revenue	151.8	148.1	2.5	592.4	554.0	6.9
Adjusted operating profit (before amortisation & impairment of intangible assets ⁽¹⁾ , reorganisation costs and one-off items)	10.3	9.2	12.0	29.3	25.9	13.1
At actual exchange rates:						
Adjusted operating profit (before amortisation & impairment of intangible assets ⁽¹⁾ , reorganisation costs and one-off items)	10.2	9.2	12.0	29.3	25.9	13.1

Note:

(1) Other than computer software.

Despite difficult market conditions Initial Facilities performed robustly in the year with revenue growth of 6.9 per cent. overall, aided by the acquisitions of the Fire and Water businesses of Santia Services in early 2011. Underlying revenue, excluding acquisitions was broadly flat.

Further progress in improving operational efficiency and ongoing cost reductions have helped contribute to improvements in profitability, with growth of 13.1 per cent. for the full year. Excluding acquisitions, profit grew by 4.1 per cent. year on year.

Key objectives for 2012 include: leveraging recent acquisitions to drive top line growth through increased new contract win rates; gross margin improvement through maximising customer value in service delivery; and net margin improvements through further cost savings in back office integration.

Central Costs

£ million	Fourth Quarter			Full Year		
	2011	2010	change (%)	2011	2010	change (%)
At 2010 constant exchange rates:						
Central costs	(12.7)	(4.5)	(182.2)	(44.6)	(33.9)	(31.6)
At actual exchange rates:						
Central costs	(12.7)	(4.5)	(182.2)	(44.6)	(33.9)	(31.6)

Central costs increased by £10.7 million reflecting investment in Programme Olympic and higher insurance cost provisions than in 2010.

Reorganisation costs and one-off items

References to adjusted operating profit and adjusted profit before tax also exclude reorganisation costs and one-off items, totalling a net cost of £38.0 million (2010: £25.1 million) that have had a significant impact on the results of the Group. £34.4 million of these relate directly to the Group's major reorganisation programme and consist mainly of redundancy costs, consultancy and plant and office closure costs net of the profit on sale of certain properties. One-off items include a provision of £4.8 million against our full financial exposure arising from the suspension of our Libyan pest control business, £4.0 million of acquisition costs and credits of £3.9 million in respect of negative goodwill and £1.3 million relating to the release of prior year provisions. In 2010, a credit of £35.0 million in respect of a change in pension liabilities as a result of using CPI rather than RPI for calculating certain future pensions increases and a £29.2 million charge in respect of a claim under a lease guarantee made by a subsidiary following the disposal of a business some 20 years ago are also included in one-off items. These costs have been separately identified as they are not considered to be "business as usual" expenses and have a varying impact on different businesses and reporting periods.

Intangible assets impairment

In accordance with the Group's accounting policy, goodwill is tested for impairment annually using cash flow projections based on financial budgets and long-range plans. During the year an impairment charge of £111.5 million (of which £108.1 million relates to City Link) has been recognised and charged to the income statement. Additionally, an impairment charge of £37.7 million has been recognised and charged to the income statement in respect of customer lists and relationships, all relating to City Link.

Interest

Net interest payable of £44.6 million was £6.5 million lower than in 2010. Underlying interest (excluding pensions, mark to market and foreign exchange differences) was £48.6 million, compared to £51.2 million in the prior year, a reduction of £2.6 million, due to lower rates and net debt. Net interest payable included improvements of £3.1 million from pension income and £0.8 million resulting from mark to market and foreign exchange differences.

Tax

The income tax expense for the year was £16.6 million on the reported loss before tax of £50.5 million. The principal reason for the high tax charge (when compared with the reported loss) is that there is no tax relief due on the goodwill impairment of £111.5 million. After adjusting for the goodwill impairment and also the amortisation of intangible assets, reorganisation costs and one-off items, the effective tax rate for the year is 24.9 per cent. (2010: 24.9 per cent.) of APBITA (adjusted profit before interest, tax and amortisation). This compares with a blended rate of tax for the countries in which the Group operates of 29 per cent. (2010: 29 per cent.). The principal factor that caused the effective tax rate to be lower than the blended rate is the release of prior year provisions for tax no longer considered necessary as various issues were either settled or became statute barred in the year.

Net debt and cash flow

£ million at actual exchange rates

	Year to date		
	2011	2010	Change
Adjusted operating profit ⁽¹⁾	224.7	239.3	(14.6)
Reorganisation costs and one-off items.....	(38.2)	(25.1)	(13.1)
Depreciation	204.2	212.9	(8.7)
Other non-cash	7.0	13.1	(6.1)
EBITDA	397.7	440.2	(42.5)
Working capital	(32.1)	(32.8)	0.7
Capex – additions.....	(216.4)	(197.7)	(18.7)
Capex – disposals.....	5.5	13.0	(7.5)
Operating cash flow	154.7	222.7	(68.0)
Interest.....	(44.4)	(43.9)	(0.5)
Tax.....	(44.5)	(35.0)	(9.5)
Disposal of available-for-sale investments.....	0.1	—	0.1
Free cash flow	65.9	143.8	(77.9)
Acquisitions/disposals.....	(32.0)	(7.9)	(24.1)
Foreign exchange translation and other items	0.7	18.6	(17.9)
Decrease in net debt	34.6	154.5	(119.9)
Closing net debt	(919.0)	(953.6)	34.6

Note:

- (1) Before amortisation and impairment of intangibles (excluding computer software), reorganisation costs and one-off items

Operating cash flow was £68.0 million lower than 2010 due to lower EBITDA (earnings before interest, tax, depreciation and amortisation) and increased net capex, with working capital outflows being relatively flat (despite an £18 million adverse impact in Q1 relating to the phasing of Initial Facilities cash flows in 2010).

Total tax payments were £44.5 million compared with £35.0 million in 2010, with the increase attributable to the phasing of payments relating to prior year liabilities. Interest payments were £0.5 million higher than 2010 and the acquisition/disposal outflow of £32.0 million largely reflects the acquisitions of Santia Services, MSS Facilities Management Limited and the remaining non-controlling interest in our catering business. Foreign exchange translation and other items increased cash flow by £0.7 million, leaving an overall inflow of £34.6 million and net debt of £919.0 million.

UNITED KINGDOM TAXATION

The following applies only to persons who are the beneficial owners of Notes and is a summary of the Issuer's understanding of current law and practice in the United Kingdom relating only to United Kingdom withholding tax treatment on payments of principal and interest in respect of the Notes. It does not deal with any of the other United Kingdom tax implications of acquiring, holding or disposing of the Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders 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.

Interest on the Notes

Payment of interest on the Notes

Payments of interest by the Issuer made in respect of securities which are issued by a company and are listed on a "recognised stock exchange", within the meaning of section 1005 of the Income Tax Act 2007 ("ITA") may be made without withholding or deduction for or on account of United Kingdom income tax. 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 on the London Stock Exchange's regulated market or Professional Securities Market. Provided, therefore, that the Notes remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax.

Interest on the Notes may be paid by the Issuer without withholding or deduction on account of United Kingdom tax where, at the time of payment, the Issuer (and any other person by or through whom the interest is paid) reasonably believes that the beneficial owner of the interest is either a company resident in the United Kingdom or a company not resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account the interest in computing its United Kingdom taxable profits, or where the interest otherwise constitutes an 'excepted payment' within the meaning of sections 935 to 937 of the ITA, in each case provided that H.M. Revenue & Customs has not given a direction in relation to any particular payment that the interest should be paid under deduction of tax.

Interest on the Notes will also be payable without withholding or deduction on account of United Kingdom tax in cases where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, interest will generally be paid by the Issuer under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any direction to the contrary by H.M. Revenue & Customs in respect of such relief as may be available pursuant to the provisions of an applicable double taxation treaty.

Noteholders may wish to note that, in certain circumstances, H.M. Revenue & Customs has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Noteholder. H.M. Revenue & Customs also has power, in certain circumstances, to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of Notes which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005 to or receives such amounts for the benefit of, another person. H.M. Revenue & Customs published practice indicates that H.M. Revenue & Customs would not exercise the power referred to above to require this information in respect of amounts payable on the redemption of deeply discounted securities where such amounts are paid on or before 5 April 2013. Such information may include the name and address of the beneficial owner of the amount

payable on redemption. Any information obtained may, in certain circumstances, be exchanged by H.M. Revenue & Customs with the tax authorities of the jurisdiction in which the Noteholder is resident for tax purposes.

EU Directive on the Taxation of Savings Income

Under the European Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”), 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 (or for the benefit of) an individual resident in that other Member State or to certain other persons in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead be 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 have adopted similar measures.

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

SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated programme agreement (the “**Programme Agreement**”) dated 5 April 2012, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “*Form of the Notes*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes 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 Notes 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 Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes 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.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes 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.

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the

public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any “Relevant Member State” means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes having a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (ii) 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 Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the “**FIEA**”) and each Dealer has represented and agreed, and each

further Dealer appointed under the Programme will be required to represent and agree that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws and regulations of Japan.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

GENERAL INFORMATION

Authorisation

The establishment and update of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of the Issuer dated 14 July 2005, 18 December 2007 and 30 March 2012.

Listing of Notes

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's regulated market or the Professional Securities Market, as applicable, will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. Application has been made to the UK Listing Authority for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's regulated market or Professional Securities Market, as applicable. The listing of the Programme in respect of Notes is expected to be granted on or around 12 April 2012.

Notes may be issued pursuant to the Programme which will not be admitted to the Official List or to trading on the London Stock Exchange or listed on any other stock exchange or which will be listed on such stock exchange as the Issuer and the relevant Dealer(s) may agree.

Documents Available

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in London:

- (i) the Memorandum and Articles of Association of the Issuer and the Guarantor;
- (ii) the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2011 and 31 December 2010 in each case together with the audit report prepared in connection therewith and the most recently published unaudited interim financial statements of the Issuer. The Issuer currently prepares consolidated interim accounts on a semi-annual basis;
- (iii) the audited non-consolidated financial statements of the Guarantor for the financial years ended 31 December 2010 and 31 December 2009 in each case together with the audit report prepared in connection therewith;
- (iv) the Programme Agreement, the Trust Deed, the Guarantee (as defined above), the Agency Agreement and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
- (v) a copy of this Prospectus;
- (vi) any future offering circulars, prospectuses, information memoranda and supplements including Final Terms (save that Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the

Issuer and the Paying Agent as to its holding of Notes and identity) to this Prospectus and any other documents incorporated herein or therein by reference; and

- (vii) in the case of each issue of Notes admitted to trading on the London Stock Exchange's regulated market subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document).

Guarantee of Rentokil Initial 1927 plc

The Guarantee is an unsecured, unsubordinated obligation of the Guarantor, guaranteeing all monies due under the Notes, and will terminate on the date on which the issue of GBP 300,000,000 5.75 per cent. Notes due 31 March 2016 (XS0249085852), ceases to be outstanding. If Notes with a maturity later than 31 March 2016 are issued under the Programme before the Guarantee is terminated, the Issuer currently intends that the Guarantee will be amended so as to continue in relation to such Notes only. The relevant Final Terms in respect of any Notes issued with a maturity later than 31 March 2016 will specify whether the Guarantee will continue in relation to such Notes after 31 March 2016 (or such earlier date on which the 2016 Notes cease to be outstanding).

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

There has been no significant change in the financial or trading position of the Group since 31 December 2011. There has been no significant change in the financial or trading position of the Guarantor since 31 December 2010.

There has been no material adverse change in the financial position or prospects of the Group since 31 December 2011. There has been no material adverse change in the financial position or prospects of the Guarantor since 31 December 2010.

Litigation

Neither the Issuer nor the Guarantor nor any of their respective subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer or the Guarantor or any of their respective subsidiaries is aware) during the 12 months preceding the date of this document which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer, the Guarantor or any of their respective subsidiaries.

Auditors

The auditors of the Issuer and the Guarantor are KPMG Audit Plc (Chartered Accountants and Registered Auditors). KPMG Audit Plc have no material interest in the Issuer or the Guarantor.

The audit report in respect of each of the Issuer and the Guarantor for the financial year ended 31 December 2010 stated that the report, including the opinion, was prepared for and only for the Issuer's and the Guarantor's respective members as a body in accordance with Sections 495, 496 and 497 of the Companies Act 2006 and for no other purpose and that the auditors did not, in giving the audit opinion, accept or assume responsibility for any other purpose or to any other person to whom the report was shown or into whose hands the report came except where expressly agreed with the auditor's prior consent in writing. In addition, the audit report in respect of the Issuer for the financial year ended 31 December 2011 stated that the report, including the opinion, was prepared for and only for the Issuer's members as a body in accordance with Sections 495, 496 and 497 of the Companies Act 2006 and for no other purpose and that the auditors did not, in giving the audit opinion, accept or assume responsibility for any other purpose or to any other person to whom the report was shown or into whose hands the report came except where expressly agreed with the auditor's prior consent in writing.

The above was recommended in guidance issued by the Institute of Chartered Accountants in England and Wales for inclusion in all audit reports produced by audit firms in accordance with Sections 495, 496 and 497 of the Companies Act 2006.

Trustee's reliance on certificates

Any certificate or report of the auditors of the Issuer or the Guarantor or any other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of the Trust Deed may be relied upon by the Trustee as sufficient evidence of the facts stated therein whether or not such certificate or report and/or any engagement letter or other document entered into by the Trustee in connection therewith contains a monetary or other limit on the liability of the auditors of the Issuer or the Guarantor or such other person in respect thereof.

Post-issuance information

Save as set out in the Final Terms, the Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

Dealers transacting with the Issuer and its affiliates

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business.

REGISTERED AND HEAD OFFICE OF THE ISSUER

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HSBC Corporate Trustee Company (UK) Limited
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ISSUING AND PRINCIPAL PAYING AGENT

HSBC Bank plc
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London E14 5HQ

PAYING AGENT

HSBC Institutional Trust Services (Ireland) Limited
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To the Dealers and the Trustee

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