THAMES & HUDSON LIMITED

PENSION FUND BOOKLET

TRUSTEES

INVESTMENT MANAGERS

MERCER IMPLEMENTED INVESTMENT SOLUTIONS

ACTUARIES

MERCER LIMITED

AUDITORS

PRICEWATERHOUSE COOPERS LLP

SOLICITORS

CLIFFORD CHANCE LLP

2018 version

THAMES & HUDSON LIMITED

PENSION FUND

The Company first introduced a pension scheme in 1961 and membership was by Company invitation and was financed by the Company. This Scheme proved to be inadequate and restrictive. So in 1970/71 a contributory pension fund was set up under a Trust Deed dated 29th December 1970 with the transfer of assets from the original scheme together with a further £40,000 contributed by the Company and was approved by the Inland Revenue Superannuation Funds Office.

In 1975, the government of the day passed the Social Security Pensions Act which introduced the State earnings related pension scheme and which necessitated a major reconstruction of the Company pension fund in 1978 resulting in an amended Trust Deed and Rules.

Legislation has been enacted over the years which has resulted in the need to amend the Trust Deed and Rules. In particular, as from 6th April 2006 (A-day) "tax simplification" of pension schemes removed the need for approval by HM Revenue & Customs (previously Inland Revenue) and introduced a new regime which allowed the build up of unlimited pension but which incurs a higher rate of tax above a threshold. A number of the changes introduced were mandatory but some were optional. In addition, recent legislation has been directed at eliminating discrimination. Because of the wide-ranging nature of these changes the trustees adopted a new Deed and Rules on 23rd December 2009.

Thames & Hudson Distributors Ltd was a participating employer in the Fund until 5th February 2010 when the liabilities for that company were assumed by Thames & Hudson Limited.

The Fund was closed to future accrual on 28th August 2015. Pensionable Service under this Fund ceased from this date.

The essential features of the Thames & Hudson Limited Pension Fund are now summarised in this booklet, and state the position as at November 2018. In order to obtain information on how benefits are calculated for historic service prior to these changes, please contact Brian Meek for further information.

SUMMARY OF PROVISIONS

1. INTRODUCTION

This booklet has been prepared for the purpose of outlining the essential features of the Thames & Hudson Limited Pension Fund ("the Fund") but the governing documents for the Fund are the Trust Deed and Rules. Every effort has been made to reflect accurately the provisions of the Trust Deed and Rules in this booklet, but if there are any differences, the Trust Deed and Rules shall have priority.

The assets of the Fund are vested in the Trustees who hold them to pay pensions and other benefits to Members and their Dependants.

2. CONSTITUTION

The Fund as outlined in this booklet is established under trust and governed by the rules scheduled in the Substituting Deed and Rules dated 23rd December 2009 (as amended) which replaced the Trust Deed and Rules dated 18th October 1974 (as amended). These rules as amended from time to time contain full details of all the provisions of the Fund and are available for inspection with the Trust Deed on request by any Member who wishes to see them.

The Fund is registered with the Pensions Regulator and H M Revenue & Customs.

3. ADMINISTRATION

The Trustees are responsible for administering the Fund for the benefit of the Members. The Investment Managers are Mercer Implemented Investment Solutions. The Pension Fund's Actuaries are Mercer Limited. Further enquiries about the Fund or your own entitlement should be addressed to Brian Meek at the offices of the Company at 181A High Holborn, London WC1V 7QX.

4. DEFINITIONS

ACTUARY means the Actuary or firm of actuaries engaged by the Trustees for the purposes of the Fund.

BASIC CONTRIBUTIONS means the contributions you paid to the Fund.

CIVIL PARTNER means a same sex partner of a Member who has undergone a civil partnership ceremony with the Member. Benefits applicable to spouses apply to Civil Partners but are only effective in relation to service from 5th December 2005.

CLOSURE DATE MEMBER means an employee admitted to the Fund after 21st February 2005 and before and including 14th March 2005.

2015 CLOSURE DATE MEMBER means an employee of the COMPANY who was a MEMBER of the Fund at the date of closure to future accrual on 28th August 2015 and continued to be employed by the COMPANY.

COMPANY means Thames & Hudson Limited.

DEFERRED PENSION is the amount of pension accrued to the Member at the time the Member leaves the Company or as at the date of closure to future accrual. The pension attributable to service before 6 April 2009 will be increased in line with inflation subject to a maximum increase of 5% per annum over the revaluation period and the pension attributable to service after 6 April 2009 will be increased in line with inflation subject to a maximum increase of 2.5% per annum over the revaluation period. Inflation was based on the Retail Price Index for the revaluation of pensions up to 1 January 2011, but this has changed to the Consumer Price Index in respect of future increases.

DEPENDANT means a spouse or Civil Partner, a child (including a stepchild) under the age of 18 or where such child is still in full time education a child under the age of 23, or another person who in the Trustees' opinion was dependent on the Member in question for the provision of all or any of the ordinary necessities of life.

DEPENDENT CHILD means any child under the age of 18, or where such child is in full-time education or vocational training, any child under the age of 21 (or higher, if the Trustees decide so) and "child" includes a posthumous, step or adopted child but not an illegitimate child unless the Trustees in their discretion decide otherwise.

EARNINGS CAP means the maximum Salary which used to be allowed by HM Revenue & Customs on which contributions could be made and benefits accrued. It applies to Members who joined after 1st June 1989. The last official Earnings Cap was published for 2011/12, (£129,600). For future years the Earnings Cap will be increased annually each 5th April by RPI for September in the preceding year, rounded up to the nearest amount which is a multiple of £600. At April 2018 the amount was £160,800.

EXCESS SALARY means annual Salary in excess of the Fund Salary, subject to HM Revenue & Customs limits.

EXISTING 2005 MEMBER means a Member admitted to the Fund up to and including 21st February 2005

FUND SALARY (also known as Scheme Salary) means the amount of Member's Salary provided that it shall not exceed an amount equal to half of £10,400 (the State Upper Earnings Limit as at April 1981) plus half of the State Upper Earnings Limit. This formula may be reviewed by the Trustees, after taking actuarial advice, at any time. The State Upper Earnings Limit is revised in April of each year by the Government and as at April 2018 the Fund Salary was calculated to be £28,375.

MEMBER means an employee admitted to the Fund.

NORMAL RETIREMENT AGE means age 65 for both males and females.

PENSIONABLE EXCESS SALARY means the highest annual rate of Excess Salary during any period of 12 consecutive months, in the last 3 years before retirement or leaving.

PENSIONABLE FUND SALARY means the highest annual rate of Fund Salary during any period of 12 consecutive months, in the last 3 years before retirement or leaving.

PENSIONABLE SERVICE means the number of years' service as a Member after joining the Fund, up to the earliest of the Normal Retirement Age, the date of leaving the Fund, the date of closure of the Fund to future accrual or the date of death.

SALARY means basic salary only (other than when the Trustees decide otherwise, acting on directions from the Company). SALARY is limited to the amount of the EARNINGS CAP in any year.

TRANSFER VALUE is the amount calculated by the Actuaries as being equivalent to the value of the Deferred Pension.

5. ELIGIBILITY

The Fund closed to new Members with effect from 14th March 2005 and closed to future accrual on 28th August 2015.

6. HOW PENSION IS SECURED

All benefits payable out of the Fund on the retirement of a Member will be paid out of, or secured by, the accumulated assets of the Fund. Since the closure of the Fund to future accrual on 28th August 2015 there are no Members in service under the terms of this Fund.

Until 28th August, when all member contributions ceased, the cost of the Fund was met by contributions from the Existing 2005 Members which from 1st April 2005 were at the rate of 5.9% of Fund Salary plus 7.4% of Excess Salary and from the Closure Date Members at a rate of 7.7% of Fund Salary plus 9.2% of Excess Salary. Contributions are still provided from the Company to meet the balance of the cost of securing benefits and to meet the administration costs of the Fund.

7. ADDITIONAL CONTRIBUTIONS

The Fund operates a separate arrangement for additional voluntary contributions (AVCs). Any Member could increase his/her pension entitlement up to the limits set by HM Revenue & Customs by making additional voluntary contributions. Once commenced, additional voluntary contributions could be changed or discontinued upon one month's notice by Members.

Since the closure of the scheme to new Members, the Fund has not allowed Members to contribute to Company AVCs unless they were already doing so at the closure date. If a Member wishes to make additional pension contributions, the Company can arrange for such additional Member contributions to be made to a personal pension arrangement selected by the Company, although the Company will not itself make any contributions in respect of any Member.

Please note that Members were not obliged to contribute to the Company nominated scheme and could make additional pension contributions into a personal pension arrangement of their choice.

8. NORMAL RETIREMENT PENSION

The annual pension at Normal Retirement Age is calculated as the aggregate of 1/90th of Pensionable Fund Salary (PFS) plus 1/60th of Pensionable Excess Salary (PES) multiplied by the number of years and completed months of Pensionable Service (PS), so that the formula to apply is:

[(1/90 x PFS) + (1/60 x PES)] x PS = Normal Retirement Pension

9. ILL HEALTH RETIREMENT PENSIONS

On retirement from active service before the Normal Retirement Age on account of ill-health, provided ten years' Pensionable Service has been completed (and medical evidence satisfactory to the Trustees has been provided) a pension may with Company consent be payable, calculated as for retirement at the Normal Retirement Age but based on the notional number of years of Pensionable Service the Member could have completed had he/she remained in service until the Normal Retirement Age. Ill-health retirement pensions are to continue only as long as the ill-health conditions are met and the pension may be suspended if new medical evidence is obtained which does not satisfy the conditions under which the pension is payable.

10. EARLY RETIREMENT IN GOOD HEALTH

A deferred Member may, with the consent of the Company and the Trustees, retire before Normal Retirement Age whilst in good health from age 55. No Company or Trustee consent is required if a Member was both in Pensionable Service at any time between 17th May 1990 and 1st November 1991 and retires at or after age 60.

The amount of the early retirement pension will be calculated as for retirement at the Normal Retirement Age (but based only on actual Pensionable Service completed) and then reduced (to reflect the effect of the premature payment on the investment earnings of the Fund and the fact that the earlier commencement results in the duration of the pension being for longer than was planned), by such an amount as the Trustees decide acting on the advice of the Actuary. However, any element of pension that accrued between 17th May 1990 and 1st November 1991 for a man, or accrued before 1st November 1991 for a woman, will only be reduced to the extent that it commences before age 60.

11. LATE RETIREMENT PENSION

If a Member continued in employment after his/her Normal Retirement Age, the Member would normally cease contributing to the Fund, in which case the pension will be that which would have been payable at the Normal Retirement Age but (taking into account both the longer investment period and the shorter expected payment period) increased by such an amount as the Trustees decide acting on the advice of the Actuary.

12. DEATH IN SERVICE

Whilst there are no longer any Members in Pensionable Service under the rules of this Fund since the closure of the Fund to future accrual on 28th August 2015, the benefits in paragraph 12 still apply to 2015 Closure Date Members who remain in the employment of the Company at the date of death.

In the event of the death of a Member whilst in Pensionable Service before or after the Normal Retirement Age, a pension will be paid to the Member's spouse or Civil Partner for life. Should there be no surviving spouse or Civil Partner, the Trustees have a discretion to pay a pension to Dependants other than Dependent Children in such a manner and of such amount as the Trustees may decide (provided that the aggregate amounts of pension would not exceed the amount of a spouse's pension, and the Trustees reserve the right to reduce or suspend such amounts). A spouse's or Civil Partner's pension will be at the rate of one half of the pension that would have been paid to the Member upon retirement on account of ill-health on the day preceding the Member's death, and the requirement of a minimum period of Pensionable Service of ten years in order to qualify for an ill-health pension will be disregarded. Should the Member have married less than 6 months prior to death then no spouse's pension is payable in relation to service from 14 March 2005. Should the Member's spouse or Civil Partner be more that ten years younger than the Member, then the pension shall be reduced by such an amount as the Trustees decide acting on the advice of the Actuary.

In the case of the death of a Member leaving Dependent Children, an allowance is payable in accordance with the following scale:

Number of Dependent Children	Percentage of spouse's pension
1	$33\,^1/_3\%$
2	$66\,^2/_3\%$
3 or more	100 %

The above allowances are payable in addition to any spouse's, Civil Partner's or Dependant's pension which is payable. Should no spouse's, Civil Partner's or Dependant's pension be payable, the children's allowances will be increased by the amount of spouse's pension which would have been payable had there been a spouse.

Dependent Children's pensions will cease at age 21, subject to Trustee discretion. Any tax on pensions past this age will be the liability of the recipient.

Upon the death of a Member in Pensionable Service before Normal Retirement Age, and, if the Member was survived by a Dependant then a lump sum equal to two years' Salary was payable by the Trustees. Since 28th August 2015 there are no Members in Pensionable Service and this lump sum is no longer payable under the rules of the Fund.

13. DEATH AFTER RETIREMENT

In the event of the death of a Member after retirement, a pension will be payable to the Member's spouse or Civil Partner for life. Should there be no surviving spouse or Civil Partner, the Trustees have a discretion to pay a pension to a Dependant other than Dependent Children, but based on one half of the Member's actual retirement pension. In the case of a Member leaving Dependent Children, an allowance is payable in the manner described in paragraph 12. The provision and calculation of a pension payable in the event of the death of a Member after retirement is determined partly by the date at which the Member left Pensionable service, the date of closure of the Fund to future accrual and the age of the Member's spouse, Civil Partner or Dependant. Please refer to Appendix 1 for an indicative guide to the factors determining the provision and calculation of the spouse's pension.

14. PENSION INCREASES

Pensions payable from the Fund (apart from the Dependent Children's allowance) are payable for life. The yearly rate of each pension in payment, other than those derived from Additional Voluntary Contributions, is currently increased by Retail Price Inflation up to 5% per annum in respect of service up to 1st January 2010 or up to 2.5% per annum in respect of service on and from 1st January 2010. The Trustees may also award further increases to a pension in payment if directed to do so by the Company (subject to the availability of appropriate funds).

15. MINIMUM DEATH BENEFIT

The total of all benefits following the death of a Member either whilst a deferred pensioner or after retirement shall not be less than the Member's contribution to the Fund (taking account of interest).

16. COMMUTATION AND SURRENDER

On retirement a Member may commute part of his/her pension for a tax-free lump sum. Currently the lump sum may not exceed 25% of the capital value, as defined by HMRC, of the Member's pension.

However for Members who joined the Fund before 6th April 2005, if 3/80ths of the Member's final Salary for each year of Pensionable Service up to that date yields a greater lump sum than by using the above formula in relation to that period of service, then this amount may be taken by the Member in relation to that period, provided that such greater amount will not prejudice HM Revenue & Customs approval. The Member remains liable for any tax charge due and the Trustees can refuse lump sums in part or in whole if any charge has not been paid by the Member. Any such commutation will result in a reduced pension which will be determined by the Trustees on a basis certified by the Actuary as reasonable at the date of retirement. Where a Member has AVCs the lump sum must be taken pro rata from AVCs and the fund as directed by the Trustees. The lump sum cannot be taken solely from the AVC fund.

Benefits in excess of the Lifetime Allowance (which is £1,030,000 as at 6 April 2018) must be taken as a lump sum rather than additional pension.

A Member can choose to surrender part of his/her pension at Normal Retirement Age to his/her spouse or other Dependant (approved by the Trustees) to purchase an annuity payable after his/her death. The amount that can be surrendered must not exceed an amount that would leave the Member with a lower pension than that of his/her spouse/Dependant (the spouse's/Dependant's pension includes any amount of benefits payable on death).

17. LEAVING THE FUND/COMPANY

Upon a Member leaving service or opting out of the Fund, the following will apply:

Deferred benefits

The Fund will provide a pension when the Member reaches Normal Retirement Age. The pension is calculated based on the product of one ninetieth of the Member's Pensionable Fund Salary and the number of years and completed months of the Member's Pensionable Service, and the product of one sixtieth of the Member's Pensionable Excess Salary and the number of years and completed months of the Member's Pensionable Service.

A Member may, with the consent of the Company and the Trustees, elect that his or her deferred benefits can commence between age 55 and Normal Retirement Age, however the amount will be reduced by such an amount as the Actuary will recommend, except for any element of pension that accrued between 17th May 1990 and 1st November 1991 for a man, or accrued before 1st November 1991 for a woman, which will only be reduced to the extent that it commences before age 60.

On retiring, a Member who has taken a deferred benefit will be entitled to take a lump sum commutation with a resulting reduced pension instead of a full pension.

If a Member becomes entitled to a deferred benefit but dies before Normal Retirement Age, a lump sum will be payable equal to his/her contributions to the Fund plus interest, at a rate determined by the Trustees with the advice of the Actuary, less the amount of any such contributions previously refunded to him/her or included in a transfer payment.

"Cash Equivalent" Transfer Values

A Member can either:

a) transfer the value of the benefits to another recognised pension fund an amount calculated by the Actuary as being equivalent in value to the Member's deferred benefits. The amount, known as a "cash equivalent", takes into account all benefits promised to the Members (but not benefits payable at the Trustees' discretion). The Trustees are required, upon written request, to provide Members with a statement of the amount of the cash equivalent of a Member's benefits at a "guarantee date", or

b) transfer an amount calculated by the Actuary as being equivalent in value to the Member's Deferred Pension under the Fund, towards the purchase from an Insurance Company of an annuity policy of a type approved by HM Revenue & Customs to provide benefits in place of the Deferred Pension under the Fund.

[18. AUTHORISED ABSENCE

Details of benefits and contributions payable for periods of family leave and authorised absence (paid or unpaid) can be obtained by contacting Brian Meek.

19. PART-TIME

If a Member works part-time for their entire Pensionable Service, then their pension is calculated in the usual way and based on the product of one ninetieth of Pensionable Fund Salary and the number of years and completed months of the Member's Pensionable Service, and the product of one sixtieth of the Member's Pensionable Excess Salary and the number of years and completed months of the Member's Pensionable Service. In the event of a Member's pensionable service comprising both Full-time and Part-time Pensionable service, then in calculating the benefits payable under the Rules, the Trustees shall make an adjustment having considered the advice of the Actuary and taking into account the period of part-time service and the part-time hours worked. If you have any further queries regarding part-time working please contact Brian Meek.

20. STATE PENSION BENEFITS

All benefits payable under the Fund are additional to any benefits provided by the State, the benefits under the Fund having been determined in the light of all such State benefits.

The Company has not elected to have the employments covered by the Fund contracted-out of the State Second Pension Scheme (S2P) and therefore no Member has been in contracted-out employment by reference to the Fund. However it is possible for an employee who is a Member to have been contracted out of S2P independently.

21. TERMINATION AND/OR AMENDMENT

The Company reserves the right to terminate and/or amend the Fund at any time. Amendment will not diminish the accrued benefits secured by service prior to such amendment. As stated in paragraph 5 above the Fund was closed to new final salary Members as of 14th March 2005 and closed to future accrual on 28th August 2015.

22. ASSIGNMENT

A Member cannot assign, mortgage or otherwise charge the benefits under the Fund or commute them for a lump sum except as provided in paragraph 16.

23. TAXATION

The Fund was drawn up in such a way as to be capable of approval by the Commissioner of HM Revenue & Customs under the provision of Chapter One, Part XIV of the Income and Corporation Taxes Act 1988. The consequences of approval as at the date of issue of this booklet are as follows:

a) Members' contributions attract Income Tax relief i.e. a Member's salary for income tax purposes will be reduced by the amount of any contributions he pays.

b) Pension is treated as earned income for tax purposes.

c) Lump sums paid in commutation of pensions at retirement are usually tax-free.

d) Lump sums paid after death of a Member are usually free of Inheritance Tax.

e) No benefits payable under the Fund may exceed the limits imposed by HM Revenue & Customs. Since 6th April 2006 the tax regime, in general, does not prohibit benefits paid in excess of pre-determined limits but imposes additional tax on these benefits. In such circumstances the Trustees have the right to refuse to make these payments or deduct the tax payable from amounts due to the Member. Any additional tax due to pensions in payment exceeding the Lifetime Allowance, cash lump sum exceeding, currently, 25% of capitalised pension benefits or other unauthorised payments are the responsibility of the Member.

24. TRANSFERS IN

The Trustees do not currently accept transfers into the Fund of retirement benefits from other pension schemes.

25. DATA PROTECTION ACT 1998/GENERAL DATA PROTECTION REGULATION (GDPR) 2018

The Trustees and the Company have both a legal obligation and a legitimate interest to process data relating to you for the purpose of administering and operating the Fund and paying benefits under it, both within and outside the European Economic Area (E.E.A). This may include passing on personal data to the Fund's Actuary, auditor, administrator and such other third parties as may be necessary for the administration and operation of the Fund and the provision of benefits.

The Trustees and the Company are regarded as 'Data Controllers' (for the purposes of the Data Protection Act 1998 and GDPR 2018) in relation to data processing referred to above and can be contacted at the address shown in this booklet. By choosing to be a Member of the Fund, you agree to data about you being stored and processed by the Trustees or other parties, in any country, subject to the requirements of the Data Protection Act 1998, GDPR 2018 and other applicable law.

If there is any change in your personal circumstances which may result in a change to the data held in respect of you or you suspect there are inaccuracies in such data, you should notify the Trustees immediately, via Brian Meek.

26. DISPUTE RESOLUTION PROCEDURE

Complaints about the Fund are rare and are generally resolved informally. However, if you are not happy with the result of that informal process, there is a two stage formal procedure for resolving disputes.

In the first instance the complaint should be addressed to the Pensions & Payroll Manager.

If the dispute is not resolved the complaint will be addressed by the Trustees. In the event that the complaint is still unresolved then the matter may be resolved by contacting The Pensions Advisory Service (TPAS) at the below address.

27. OTHER MEANS OF RESOLVING PROBLEMS

- TPAS is available at any time to assist Members and beneficiaries of the Fund in connection with any pensions query they may have, or difficulty which they have failed to resolve with the Trustees. TPAS can be contacted through a local Citizens Advice Bureau, or at 11 Belgrave Road, London SW1V 1RB, pensionsadvisoryservice.org.uk
- The Pensions Ombudsman, appointed under s145(2) of the Pension Schemes Act 1993, may be able to investigate and determine any complaint or dispute of fact or law in relation to an occupational pension scheme made or referred to in accordance with the Act. The Pensions Ombudsman can be contacted at 11 Belgrave Road, London SW1V 1RB, pensions-ombudsman.org.uk.
- The Pensions Regulator (TPR) is the official regulator of occupational pension schemes in the UK. TPR is able to intervene in the running of schemes where the trustees, employer or professional advisers have failed in their duties. For more information about TPR, please contact TPR, Invicta House, Trafalgar Place, Brighton, East Sussex BN1 4DW thepensionsregulator.gov.uk.

28. FURTHER INFORMATION

If a Member has any queries in relation to the Fund, or to his/her individual benefit entitlement they can contact Brian Meek or the HR Department. The Fund's annual report and accounts, and other scheme documents, are available on request and free of charge. A Member of the Fund can apply to the Trustees (not more than once a year) for a statement detailing an estimate of the "cash equivalent" Transfer Value of his or her benefits. Members can also contact the TPR or TPAS for more general information or regarding any pensions query they may have.