

# NatWest Invest

## Terms and Conditions for online investment advice



NatWest

TOMORROW BEGINS TODAY

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# NatWest Invest

## Terms and Conditions for online investment advice

### 1. Introduction

- 1.1. These NatWest Invest Terms and Conditions for online investment advice (the '**Terms and Conditions**') set out the basis upon which we, National Westminster Bank Plc, agree to provide you with online investment advice through our Website (the '**Service**'). Under the Service, we will make a personal recommendation to you to invest in a particular Investment, based on information you've provided on your circumstances and investment objectives. Investment advice is provided to you digitally through the Service.
- 1.2. You confirm and accept these Terms and Conditions and acknowledge that they create legal, valid and binding obligations on you that we may enforce. If there is anything you do not understand, please contact us.
- 1.3. We use certain capitalised words in these Terms and Conditions. The meanings of these words are set out in Schedule 1 or, if not in Schedule 1, in the FS Rules.

### 2. Your use of the Service

- 2.1. To use the Service you must:
  - a. Reside in the UK and have a permanent UK residential address;
  - b. Be at least 18 years of age;
  - c. Have a bank account with NatWest, which must be held in your sole or joint name, that you will use to make payments in relation to the Service (your '**Relevant Account**'). Your Relevant Account will be subject to separate fees and charges (as detailed in the applicable account terms and conditions); and
  - d. Hold an account with NatWest that allows you to access our online banking services, which account may also be your Relevant Account (your '**Service Access Account**').
- 2.2. The recommended minimum amount for an investment made using the Service is £10,000. This can be via a one-off lump sum payment, monthly payments for a period of up to five years, or a combination of both.
- 2.3. The Service is only available to clients who have met with a digital wealth manager. Your digital wealth manager will guide you through the Service and may provide general information to you about the Service. Please note that digital wealth managers do not provide investment advice.
- 2.4. By using the Service, you agree to provide any information that we reasonably request in order to comply with our duties and to notify us promptly if there is any material change to any of that information. You understand that a failure to provide such information requested or the provision of incorrect information may mean that we are not able to correctly provide the Service to you under these Terms and Conditions.
- 2.5. We will treat you as a Retail Client as defined in, and for the purposes of, the FS Rules. This affords you the highest degree of protection under the UK regulatory system.
- 2.6. You will need access to the internet to use the Service and you will be responsible for any telephone costs and/or charges made by any internet service provider. We make no guarantees as to the speed, resolution or access to the Service via the internet.

### 3. Instructions from you

- 3.1. You authorise us to act on any instruction given, or apparently given, to us by you through or by use of the Service ('**Client Instructions**'). All Client Instructions are irrevocable and unconditional and can only be cancelled or amended if we have not acted on them.
- 3.2. We will deal with and effect all accepted Client Instructions in good faith and with due diligence. However, in doing so, we shall not be liable in respect of any negligence, wilful default or fraud by you.
- 3.3. We reserve the right not to act on any particular Client Instruction, and/or to make further reasonable enquiries before acting on a Client Instruction, where we consider it to be reasonably necessary to do so, including but not limited to where a Client Instruction cannot be verified to our satisfaction.
- 3.4. Where possible, we will notify you of any refusal to act or delay in acting on a Client Instruction.
- 3.5. We may (but are not obliged to) telephone you on a number we hold in our records to confirm or clarify a Client Instruction prior to acting on it if it is reasonable to do, for example for reasons of security. In order to maintain the robustness of this security measure, we will only call you on numbers we already hold in our records.

## **4. Our Advice**

- 4.1. Under the Service, we will make a personal recommendation to you to invest in Investments after we have assessed your needs. Please note that:
- a. The products we offer which you may be able to open (depending upon your eligibility), following your use of the Service, are a General Investment Account and a Stocks and Shares ISA. We only offer advice in relation to a bespoke range of funds managed by us or other members of our Group. The range of funds that we may advise on is available on our Website. We do not assess whether other products and services may be suitable. Because of this, the advice we offer is Restricted Advice as defined in the FS Rules;
  - b. Our advice is limited in that we do not provide a full consideration of all your investment needs. We do not take into account any existing investments that you may hold or provide a full assessment of your financial situation;
  - c. Under the Service, we will provide you with one-off advice. We will not keep any of your investments or products under ongoing review after you have asked us to implement our personal recommendations. You can use our Service as often as you want. Each time, we will charge you our Advice Fee in accordance with these Terms and Conditions;
  - d. If we assess that investing via our Service is not suitable for you we won't make any personal recommendations to you and we won't provide you with an Investment Report. In this event, you will not have to pay our Advice Fee;
  - e. You must complete your online investment advice journey, including instructing us to implement the personal recommendations set out in your Investment Report, within 30 days after you start your online investment advice journey or by the end of the tax year (i.e. by 5 April) during which we issue you with your Investment Report, whichever is sooner. If you fail to complete the journey within that time we will be unable to make any personal recommendations to you or implement any personal recommendations that we have already provided to you. In such circumstance, should you still wish to receive online investment advice from us, you will need to start the journey again.

## **5. Our Personal Recommendations**

- 5.1. You will be asked questions through the Service in order for us to understand your personal financial situation, investment objectives, risk appetite, capacity for loss and relevant knowledge and experience.
- 5.2. Any personal recommendations we provide to you in relation to the Investments will be based on the information and answers you have provided through the Service. It is your responsibility to ensure that any information and answers you provide to us are accurate and complete.
- 5.3. Where we provide you with personal recommendations in relation to the Investments this will be set out in an Investment Report. It will also confirm your investment objectives and explain the basis for our recommendations. Your Investment Report will be sent to your Secure Mailbox.
- 5.4. You must read the Investment Report (together with the other documents referred to in the Investment Report) carefully before deciding whether or not to proceed with our personal recommendations. If you do not understand the contents of your Investment Report, you should contact us with any questions you may have. Our contact details are on your Investment Report. Please note that we will not be able to provide any investment advice to you other than via the online Service.
- 5.5. Upon your confirmation that you wish to proceed with our personal recommendations, we will implement the personal recommendations on your behalf through the Service. You'll be asked to enter into separate terms and conditions with us and complete any declarations required at the time you make your investment.
- 5.6. You accept that there may be discrepancies between the investments and services recommended to you and those of other clients even where those clients have similar objectives to you.
- 5.7. You accept that we are not able to guarantee your objectives will be achieved and that you recognise that the steps outlined in your Investment Report are no more than recommendations we reasonably believe will help you to achieve your objectives.

- 5.8. Our Services may involve informing you about tax-efficient investment arrangements provided for under applicable tax legislation from time-to-time, such as ISAs. Any recommendations that you use these products are based on our understanding of UK income tax and capital gains tax law which is applicable to a UK resident and domiciled individual at the time of our advice. The applicable tax law may change (potentially with retrospective effect) and/or our interpretation may be open to challenge by HM Revenue & Customs. We will not be responsible for any resulting tax costs that you may incur and we will not monitor any changes in tax law or practice which may impact any recommendations given. We will not provide tax advice or planning or take into account any particular tax objective you may have in relation to any transaction or investment we may advise on or that we assist you to effect nor shall we be responsible for any tax outcome.
- 5.9. The Service may not be suitable for all investors. There are risks associated with investing. The value of your investments may fall as well as rise. You should keep enough cash set aside to cover at least four months' worth of essential expenses, as safety net savings. If you invest less than the recommended minimum amount, or if you choose to make monthly payments and you do not maintain them, you may not achieve any investment objectives you are aiming for and the Service may not provide good value to you.

## **6. Our Responsibilities**

- 6.1. Where we advise you in relation to Investments, we will not be obliged to monitor the performance of those Investments or keep our advice to you under review. Should you decide to deal in Investments at any other time, this will not be on the basis of advice from us and you will be responsible for your investment decisions, unless we provide specific advice to you at the time of the deal.
- 6.2. We will not be responsible for any losses, costs, damages, expenses or liabilities suffered by you as a result of you arranging to implement our personal recommendations outside the Service, or as a result of you carrying out transactions in Investments which are not in accordance with our personal recommendations.

## **7. Advice Fee and our right of set-off**

- 7.1. Our Advice Fee for the Service will be £200. Where payable, value added tax ('VAT') will additionally be charged at the prevailing rate.
- 7.2. Our Advice Fee will be due and payable by you at the time when you instruct us to implement our personal recommendations. If you don't instruct us to implement our personal recommendations no Advice Fee will be due by you. Please note that other fees will be payable in relation to your Investments held with us.
- 7.3. Our Advice Fee will be deducted from your Relevant Account. Please note, if your Relevant Account is not kept appropriately funded to meet this fee, it may become overdrawn, which may mean you incur fees in accordance with the terms and conditions governing your Relevant Account.
- 7.4. If, when our Advice Fee is due to us, you have insufficient funds in your Relevant Account we shall be entitled, at our sole discretion and without further authority from you, to recover such fee by debiting any account which you maintain with us.

## **8. Liability**

- 8.1. We accept liability for losses, costs, damages, expenses or liabilities suffered by you to the extent that (a) they arise as a result of our negligence, wilful default or fraud and (b) they would have been reasonably foreseeable by you and us at the time we entered into these Terms and Conditions. We do not accept liability for any other losses, costs, damages, expenses or liabilities suffered by you in connection with the Service. In no event will we be liable for any consequential or indirect loss, or loss of profits or opportunity suffered by you or any third party arising in connection with these Terms and Conditions. Nothing in these Terms and Conditions excludes any liability whatsoever which we have to you under applicable law and regulation.
- 8.2. If we cannot provide the Service due to circumstances beyond our reasonable control (for example, because of natural disasters, war or terrorism, disease, market disruption or closure (other than during weekends and customary holidays), the action or intervention of any government authority, a failure of another person's computer systems or telecommunications links (or our own, to the extent it is not the result of our failure to use reasonable skill and care in maintaining them) or industrial disputes or postal delays or failures), we shall not be liable for any losses, costs, damages, expenses or liabilities suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the Service caused by such circumstances.
- 8.3. Subject to clause 8.1, we do not accept any liability for:
- a. The acts, omissions, defaults or insolvency of any agent, or delegate;
  - b. Any error, lack of authenticity, lack of authorisation, insufficiency in any Client Instruction or other communication or message received from you; or
  - c. Any other matter relating to the performance of duties or obligations or the exercise of rights under these Terms and Conditions by us.

- 8.4. Except to the extent caused by our negligence, wilful default or fraud, you agree to compensate us in full against all liability, damage, charges, loss, costs, claims, actions, proceedings, legal fees and other expenses ('Losses') that we incur or sustain, directly or indirectly, in connection with:
- a. Any Client Instruction, whether or not we have acted on it and whether or not it is authentic;
  - b. Any other matter relating to the Service provided under these Terms and Conditions by us; or
  - c. Your failure to perform or a breach by you of any of your obligations under these Terms and Conditions.

## **9. Availability of the Service**

- 9.1. While we will make reasonable efforts to provide the Service, we do not guarantee its availability. You acknowledge that, due to the nature of the internet and electronic communication, there is a risk that your use of the Service may not be free from error or interruption. We shall not be liable to you:
- a. For any failure to provide the Service, in part or full, due to any cause that is beyond our reasonable control or due to any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service;
  - b. In the event of any error or interruption in communications;
  - c. For any losses or delays in the transmission of Client Instructions to the Service caused by any internet service provider; or
  - d. For any breaches of security of the Service beyond our reasonable control.

## **10. Security**

- 10.1. You must adhere to the security procedure set out in the terms and conditions (as amended from time to time) of your Service Access Account. We will comply with our obligations under those terms and conditions in respect of security in relation to your use of the Service.

## **11. Notices and Communication**

- 11.1. We may send notices and communications in relation to the Service, including any notices required to be in writing, electronically to your Secure Mailbox. We may also contact you by telephone, email, text message or post.
- 11.2. A notice or communication sent to your Secure Mailbox will be effective at the time it is received in your Secure Mailbox if received before 6.00pm on a Business Day, or otherwise on the next Business Day (as applicable).
- 11.3. You can contact us by telephone on **0345 877 7103** or, where applicable, at your local branch office.

## **12. Variation of the Terms and Conditions**

- 12.1. We may amend these Terms and Conditions by giving you at least thirty (30) days' notice. We will only make changes for good reason including but not limited to:
- a. Making these Terms and Conditions clearer or more favourable to you;
  - b. Reflecting legitimate increases or reductions in the cost of providing the Service to you;
  - c. Changing the Service and/or use of the Service from time to time;
  - d. Providing for the introduction of new systems or changes in technology;
  - e. Rectifying any mistakes that may be discovered in due course; or
  - f. Reflecting a change of applicable law or regulation.
- 12.2. If we amend these Terms and Conditions and you are not happy with the changes, you are able to terminate your agreement with us at any time in accordance with clause 14.1.
- 12.3. Any amendment which is made to reflect a change of applicable law or regulation or which is in your favour may take effect immediately or otherwise as we may specify.

## **13. Suspension of the Service**

- 13.1. We may refuse to provide the Service to you if it is reasonable to do so. We may suspend, withdraw or restrict the use of the Service or any part of the Service where:
- a. We reasonably suspect unauthorised or fraudulent use of the Service; or
  - b. We reasonably suspect that continuing to provide the Service or fulfil a Client Instruction may be illegal or in breach of any regulatory requirement or code of practice, whether enforceable or voluntary, to which we subscribe, or in breach of any obligation owed by us to a third party; or

- c. We consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons as soon as possible afterwards.

- 13.2 You will not be able to access the Service unless you hold a Service Access Account.

## 14. Termination

- 14.1. You may terminate your agreement with us at any time by giving us written notice. We may terminate the agreement by giving you thirty (30) days' written notice.
- 14.2. We may terminate the agreement with immediate effect, or suspend or limit your use of the Service, if:
  - a. You breach these Terms and Conditions and, if capable of being remedied, the breach is not remedied within thirty (30) Business Days' of your receiving notice of the breach;
  - b. You become of unsound mind or your capacity, as far as it is relevant to your use of the Service, is otherwise impaired; or
  - c. Insolvency proceedings (or any equivalent proceedings) are commenced, in relation to you in any jurisdiction.

## 15. Complaints and Compensation

- 15.1. If you have any complaint regarding the Service provided under these Terms and Conditions, please contact us by telephone on **0345 877 7103**. If it is not possible to resolve matters to your satisfaction, we will arrange for your complaint to be investigated by an officer of NatWest who is not directly connected with the subject of the complaint.
- 15.2. If you are not satisfied with our final response, or if we do not provide you with our final response within eight weeks of receiving your complaint, you have the right to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (**financial-ombudsman.org.uk**). Further details of our complaints handling policy and process are available on request.
- 15.3. NatWest is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors and/or investors if a bank is unable to meet its financial obligations. Investment business undertaken with NatWest in the UK may be covered by the FSCS, the cover depending on the nature of the claim being made. Eligible claims for most types of investment business are covered up to a maximum limit of £85,000 per person. In respect of deposits, most individuals, businesses and corporations can claim back up to £85,000. Where we are required by regulation to do so, a FSCS Information Sheet, including a list of exclusions from the Scheme, will be provided on an annual basis. For further information about the compensation provided by the FSCS, refer to the FSCS website at **www.fscs.org.uk**

## 16. Conflicts of Interest

- 16.1. A summary of our Conflicts of Interest Policy, including the types of conflicts that may arise, is provided separately. Further details of our Conflicts of Interest Policy can be provided to you on request. We will notify you of any material changes to the policy by way of message to your Secure Mailbox.
- 16.2. We may recommend or effect transactions in which we or an associate may have directly or indirectly a material interest which may involve a conflict with the duty we owe to you. We may also recommend or arrange transactions where we owe a duty to another client which may involve a conflict with the duty we owe to you. However, we will ensure that such transactions would be, or (where applicable) are, effected on terms that are not materially less favourable to you than if the conflict or potential conflict had not existed and that any such conflict is resolved fairly.
- 16.3. We shall not be liable to account to you for any profit, commission or remuneration made or received from or by reason of any transaction in which we have a material interest.

## 17. General

- 17.1. These Terms and Conditions replace all prior agreements with you under which we have agreed to provide you with the Service.
- 17.2. You confirm that you are acting and will act for your own account and not on behalf of any other person. We shall enter into transactions with you on the basis that we shall not incur any obligations or liabilities to any person other than you.
- 17.3. You confirm that you are not a United States Person (as defined by Regulation S under the United States Securities Act 1933) and undertake to advise us should you become or intend to become a United States Person, a US citizen or Green Card holder.

- 17.4. Unless the parties otherwise agree:
- a. These Terms and Conditions (and any dealings with you prior to being bound by these Terms and Conditions) shall be governed by Scots law if you live in Scotland. If you live elsewhere, English law shall apply. If there is a dispute between us, you can take legal action in any UK court; and
  - b. All communications and documentation will be in English.
- 17.5. A person who is not a party to these Terms and Conditions shall have no right to enforce any of its terms.
- 17.6. These Terms and Conditions are personal to you and you are not able to assign or transfer your rights and obligations under these Terms and Conditions. We may assign and transfer all or any part of our rights and obligations under these Terms and Conditions to any person that we may determine is appropriately authorised and capable of performing the services under these Terms and Conditions to at least a similar standard (who may or may not be an associate of ours).
- 17.7. We may delegate all or any part of our duties or obligations under these Terms and Conditions to any person (who may or may not be an associate of ours) subject to our being satisfied that the person involved is competent to carry out the duties.
- 17.8. We may monitor and record telephone conversations and electronic communications we have with you, to comply with FS Rules. A copy of these recordings will be available on request for a period of five years and, where requested by the Financial Conduct Authority, for a period of seven years. We reserve the right to record telephone conversations with you in order to resolve problems which may arise through misunderstanding or human error and to maintain and/or improve our service. Strict controls and security will be maintained over access to recorded tapes at all times.
- 17.9. You are responsible for ensuring that any legal or regulatory provisions relating to your personal circumstances are complied with. In particular:
- a. The nature of your employment may require that you obtain your employer's prior permission to enter into an agreement with us or execute transactions. This could include, for example where you are employed by a regulated firm or are a Person Discharging Managerial Responsibilities (as defined under the Market Abuse Regulation). In addition, you will comply with any regulatory disclosures imposed on you and we will not undertake them on your behalf.
  - b. You undertake that in entering into any agreement or giving instructions that you will be in compliance with any laws or regulations relating to market abuse or misuse of confidential or price sensitive information.

If you are in any doubt as to the scope of such laws or regulations you should consult your employer or legal adviser as appropriate.

## **18. Your Information**

- 18.1. We are a member of NatWest Group. For more information about other NatWest Group companies please visit [natwestgroup.com](https://natwestgroup.com) or contact your branch.
- 18.2. We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This clause sets out how we may share your information with other Group companies and third parties.
- 18.3. For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our 'Privacy Notice') provided on our website [natwest.com/privacy-policy.html](https://natwest.com/privacy-policy.html)
- 18.4. We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website [natwest.com/privacy-policy.html](https://natwest.com/privacy-policy.html). We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- 18.5. In respect of any personal information relating to a third party that you provide to us, you must:
- a. notify the third party that you're providing their personal information to us and obtain their permission;
  - b. provide the third party with a copy of our Privacy Notice and these Terms and Conditions;
  - c. promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
  - d. ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.



- 18.6. Your information may be shared with and used by other Group companies. We'll only share your information where it's necessary for us to carry out our lawful business activities, or where it's necessary to comply with laws and regulations that apply to us.
- 18.7. We won't share your information with anyone outside the Group except:
- a. where we have your permission;
  - b. where required for your product or service;
  - c. where we are required by law and with law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - d. with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - e. with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
  - f. with other banks to help trace funds where you're a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
  - g. with debt collection agencies;
  - h. with credit reference and fraud prevention agencies;
  - i. with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - j. where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
  - k. in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - l. where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 18.8. If you ask us to, we may at our sole discretion share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We are not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 18.9. In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 18.10. We will not share your information with third parties for their own marketing purposes without your permission.
- 18.11. We may transfer your information to organisations in other countries (including to other Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We'll only transfer your information if we're legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we're legally required to.

# Schedule 1

## Definitions

**'Advice Fee'** shall mean the fee set out in clause 7;

**'Business Day'** means any day other than Saturdays and Sundays on which banks in London are open for the full range of banking business;

**'Client Instructions'** has the meaning given to it in clause 3.1;

**'FS Rules'** means the rules and guidance of the Prudential Regulation Authority and the Financial Conduct Authority as amended from time to time;

**'Group'** means NatWest Group of companies;

**'Investments'** means the bespoke range of funds on which we may provide you with advice;

**'Investment Report'** means the report where we provide you with personal recommendations in relation to the Investments and set out how our recommendations are suitable for you, having regard to your preferences, objectives and other characteristics;

**'Losses'** has the meaning given to it in clause 8.4;

**'NatWest'** means National Westminster Bank Plc;

**'Relevant Account'** means your nominated NatWest account that you nominate to pay our Advice Fee from;

**'Service'** means our limited online investment advice service as described in clause 1.1, which focuses on your specific needs as you have informed us, but which does not take into account, or analyse, any of your circumstances which are not directly relevant to those needs;

**'Service Access Account'** means your NatWest online banking account that you use as the basis for your access to the Service;

**'Secure Mailbox'** means the online banking mailbox available pursuant to these Terms and Conditions;

**'Terms and Conditions'** has the meaning given to it in clause 1.1;

**'We', 'us', and 'our'** means National Westminster Bank Plc;

**'Website'** means the website for the Service;

**'You'** and **'your'** means the person (i) who is our customer; and (ii) with whom we have a contractual agreement to provide the Service, pursuant to these Terms and Conditions.



## 🔍 **Braille, large print or audio format?**

If you'd like this information in another format,  
call us on: **0345 877 7103**

(Relay UK: **18001 0345 877 7103**)