

Fixed Rate Bond Terms



Changing your mind

If you are unhappy with your choice of Bond, you have 14 days to cancel it. That 14 day period runs from the later of the date on which your Bond is opened and the date on which you first received copies of each of the following:

- 'Fixed Rate Bond Terms'; and
- 'Information Sheet'

If you wish to cancel your Bond, you must confirm your decision in writing addressed to your branch. Please see our online branch locator at [rbs.co.uk/branch](https://www.rbs.co.uk/branch) to find your local branch address. You can then either post your written notice or hand it in.

If you cancel your Bond within the 14 day period we will return your deposit along with any interest earned to your Nominated Account.

If you do not cancel your Bond, you will remain bound by the terms of your agreement with us until your Bond is closed.

Your cancellation rights will not be affected by any terms in these Fixed Rate Bond Terms or in the Information Sheet which would otherwise prevent you closing your Bond or closing it without loss of interest or the application of an Early Closure Charge.

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Introduction

- (i) These Fixed Rate Bond Terms form part of the agreement between you and us, The Royal Bank of Scotland plc for a Fixed Rate Bond, referred to as a “Bond” or “Bonds”. The Information Sheet for the Bond for which you are applying also forms part of the agreement. Please refer to the Information Sheet for your issue number. Additional or up-to-date copies of these Fixed Rate Bond Terms (and any other documents which from time to time form part of the agreement between you and us) are available on request. These Fixed Rate Bond Terms are also available in our branches.
- (ii) The Information Sheet sets out the following important information for your Bond:
- (a) issue number;
 - (b) duration;
 - (c) the date on which the Bond matures (the “Maturity Date”);
 - (d) minimum and maximum deposit;
 - (e) interest rate information;
 - (f) the charge payable if you close your Bond before the Maturity Date (the “Early Closure Charge”); and
 - (g) important dates for reinvestment.
- (iii) In these Fixed Rate Bond Terms and the Information Sheet we use definitions to help simplify the wording, e.g. the date on which your Fixed Rate Bond matures is referred to as the “Maturity Date”. These definitions have the same meaning when they are used in these Fixed Rate Bond Terms and the Information Sheet.
- (iv) A “business day” is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays. Some services can be used on non-business days but transactions carried out on these days will be treated as being carried out as part of the next business day’s transactions. References to “cleared” mean when funds paid in are used for calculating interest.
- (v) If your address is in Scotland:
- Scots law applies to these Fixed Rate Bond Terms; and
 - the Scottish courts have non-exclusive jurisdiction over any disputes arising between you and us.
- (vi) If your address is in England or elsewhere:
- English law applies to these Fixed Rate Bond Terms; and
 - the English courts have non-exclusive jurisdiction over any disputes arising between you and us.

1 YOUR INFORMATION

1.1. Who we are

We are a member of The Royal Bank of Scotland Group (“RBS”). For more information about other RBS companies please visit [rbs.com](https://www.rbs.com) and click on ‘About Us’, or contact your branch or Relationship Manager.

1.2. The information we hold about you

Your information is made up of all the financial and personal information we hold about you and your transactions. It includes:

- (a) information you give to us;
- (b) information that we receive from third parties (including other RBS companies, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- (c) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- (d) information that we gather from the technology which you use to access our services (for example location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

1.3. Accessing your information and other enquiries

1.3.1. If you would like a copy of the information we hold about you, please write to: Subject Access Request Team, The Royal Bank of Scotland Group, Ground Floor, Business House B, Gogarburn, PO Box 1000, Edinburgh EH12 1HQ. A fee of £10 is payable.

1.3.2. If you believe that any of the information that we hold about you is inaccurate, or if you have any queries about how we use your information which are not answered here, please contact us on **03457 24 24 24**.

1.4. Changes to the way we use your information

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will notify you and will allow a period of 60 days for you to raise any objections before the change is made. However, please note that in some cases, if you do not agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

1.5. How we use and share your information with other RBS companies

We may use and share your information with other RBS companies. This information is used by us and them to:

- (a) assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- (b) understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- (c) carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- (d) develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- (e) assess the quality of our service to customers and to provide staff training;
- (f) improve the relevance of offers of products and services by RBS companies to our customers;
- (g) recover debt;
- (h) confirm your identity; and
- (i) prevent and detect crime, including fraud and money laundering.

1.6. Sharing with third parties

1.6.1. We will not share your information with anyone outside RBS except:

- (a) where we have your permission;
- (b) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- (c) to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- (d) to debt collection agencies;
- (e) to credit reference and fraud prevention agencies;
- (f) to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (g) where required for a sale, reorganisation, transfer or other transaction relating to our business;
- (h) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (i) 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.

1.6.2. We will not share your information with third parties for marketing purposes.

1.7. Transferring information overseas

We may transfer your information to organisations in other countries (including to other RBS 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.

1.8. Marketing information

If you have permitted us to do so, then we will send you relevant marketing information (including details of other products or services provided by us or other RBS companies which we believe may be of interest to you), by mail, phone, email, text and other forms of electronic communication. If you change your mind about how you would like us to contact you or you no longer wish to receive this information, you can tell us at any time by contacting us on **03457 24 24 24**, through our online banking service or at your local branch.

1.9. Communications about your account

1.9.1. We will contact you with information relevant to the operation and maintenance of your account by a variety of means including via online banking, mobile banking, email, text message, post and/or telephone. If at any point in the future you change your contact details you should tell us promptly about those changes.

1.9.2. We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in Fixed Rate Bond Term 1.5 above.

1.10. Credit reference and fraud prevention agencies

- 1.10.1. We may access and use information from credit reference agencies when you open your account and periodically to:
- (a) manage and take decisions about your accounts;
 - (b) prevent fraud and money laundering;
 - (c) check your identity; and
 - (d) trace debtors and recover debts.
- 1.10.2. We may share information with credit reference agencies about how you manage your account including your account balance, credit limit and any arrears or default in making payments. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.
- 1.10.3. If false or inaccurate information is provided and/or fraud is identified or suspected, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.
- 1.10.4. We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
- (a) applications and managing credit or other facilities and recovering debt;
 - (b) insurance proposals and claims; or
 - (c) details of job applicants and employees.
- We and other organisations may access and use this information from other countries.
- 1.10.5. If you would like a copy of your information held by the credit reference and fraud prevention agencies we use, please visit your branch where you can obtain their contact details. The agencies may charge a fee.

1.11. How long we keep your information

We will keep your information for as long as it is required by us or other RBS companies (even if you close your account) in order to comply with legal and regulatory requirements, or for other operational reasons, such as dealing with any queries relating to your account.

1.12. Security

We are committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information about the steps we are taking to protect your information please visit personal.rbs.co.uk/personal/security-centre.html

2 USE OF YOUR BOND

2.1 Instructions

- 2.1.1 You authorise us to act on your instructions.
- 2.1.2 Your instructions can be given in writing (which must include your signature(s)) or, where we agree, by telephone, online, mobile message or by any other means we tell you are available. You must use the security procedures we notify you of from time to time. If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this). The sort code and account number of a Bond identifies it, not your name.
- 2.1.3 Where you give payment instructions by fax or by telephone to a branch, we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you. We may choose to proceed without obtaining further telephone confirmation of the instruction.
- 2.1.4 We may delay or refuse to act if:
- (a) we reasonably believe that you did not give the instruction;
 - (b) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws;
 - (c) your instructions are unclear, incomplete or not in the required form;
 - (d) complying would be contrary to law, regulation or any applicable code;
 - (e) it would cause you to exceed any limit or restriction which applies to your Bond; or
 - (f) the payment is not in Sterling, unless we agree otherwise.
- 2.1.5 If we refuse to make a payment:
- (a) you will be notified by letter, telephone, text message, email or any other form of communication agreed with you (if possible, the reason the payment has been refused will be given); and

- (b) you can obtain information about the refusal, along with information on how to correct any errors that led to the refusal, by contacting your branch or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information).

2.2 Bonds held in Joint Names

- 2.2.1 With a joint Bond, references to you in these Fixed Rate Bond Terms and the Information Sheet includes each person who holds the Bond.
- 2.2.2 Any one of you may give instructions including withdrawing the full balance.
- 2.2.3 Any one of you may instruct us only to accept instructions from all of you acting together. If this happens all instructions must be in writing and signed by all of you. This means you will be unable to use our telephone, mobile and online banking services, which depend on us being able to accept instructions from any one of you.
- 2.2.4 If one of you dies we will accept instructions from the survivor and the Bond will pass into their name. Please see Fixed Rate Bond Term 5.6 "Death of a Bondholder" for more details on what can happen with the Bond.

2.3 Protecting your Bond

You must:

- (a) keep your security details secret; and
- (b) tell us immediately if you think someone else may know your security details or if you suspect unauthorised use of your Bond by phoning us on **0345 300 3986** (or **+44 870 513 3550** from abroad) or by contacting your local branch.

3 OPENING YOUR BOND AND YOUR DEPOSIT

3.1 Opening your Bond

- 3.1.1 Bonds are available only to individuals aged 18 years or over (including trustees under a formal written trust).
- 3.1.2 You must nominate and maintain for the duration of your Bond, a Royal Bank of Scotland personal current or savings account with instant access (other than a cash ISA) in your own name (your "Nominated Account"). You must tell us if you wish to change your Nominated Account by either writing to your branch or calling **0808 100 9510** (Minicom 0800 404 6160).

3.2 Your Deposit

- 3.2.1 Your deposit into your Bond must be made by a transfer of cleared funds from your Nominated Account.
- 3.2.2 We do not permit additional deposits into your Bond after the date your Bond is opened.

4 INTEREST

- 4.1 Interest will be calculated daily at the rate set out in the Information Sheet and paid into your Nominated Account.
- 4.2 You can choose to have your interest paid:
 - (a) monthly (on the last business day of every month during the term of your Bond); or
 - (b) annually (on the last business day of every April during the term of your Bond).
- 4.3 On the Maturity Date, we will pay any outstanding interest earned into your Nominated Account.
- 4.4 A certificate of interest is available upon request in our branches.

5 WITHDRAWALS AND CLOSURE

5.1 Withdrawals

Partial withdrawals are not permitted from your Bond.

5.2 Closure by you

- 5.2.1 You may close your Bond before the Maturity Date on giving 35 days' written notice to your branch;
- 5.2.2 We will apply an Early Closure Charge as set out in Fixed Rate Bond Term 5.3 (except in the event of your death or non-voluntary redundancy); and
- 5.2.3 Your deposit and any interest earned on your Bond by the date of closure less the Early Closure Charge (if applicable) will be paid into your Nominated Account.

5.3 Early Closure Charge

- 5.3.1 If you close your Bond before the Maturity Date, we will apply an Early Closure Charge as set out in the Information Sheet and deduct it from your Bond;
- 5.3.2 If your Bond is closed in the event of your death or non-voluntary redundancy, an Early Closure Charge will not apply.

5.4 Closure by us

5.4.1 We can close your Bond immediately if:

- (a) we reasonably suspect that you have given us false information which would affect our decision to open, or to continue to provide, your Bond;
- (b) we reasonably suspect that your Bond or any other account you hold with RBS is being used for an illegal purpose;
- (c) you behave in a threatening or violent manner towards our staff;
- (d) you were not entitled to open your Bond; or
- (e) we are required to do so by law or regulation.

5.4.2 Your deposit and any interest earned on your Bond by the date of closure will be paid into your Nominated Account.

5.5 Closure on non-voluntary redundancy

5.5.1 During the term of your Bond, you may, on giving us at least 35 days' written notice, withdraw your deposit together with any outstanding interest that you have earned by the date of withdrawal, that has not yet been paid out to you, if:

- (a) your employer has terminated your employment by reason of non-voluntary redundancy; and
- (b) you provide us with satisfactory evidence of this (for example in the form of a letter from your former employer or notification of the termination of your employment), together with your P45.

5.6 Death of a Bondholder

5.6.1 If your Bond is owned by you jointly and one of you dies, on giving us at least 35 days written notice it can be closed without incurring an Early Closure Charge or continued until the Maturity Date in the survivor's name. On the death of a sole Bondholder or the survivor of a jointly held bond, your legal personal representatives have the right to either:

- (a) close your Bond on giving us at least 35 days' written notice, without incurring an Early Closure Charge; or
- (b) continue your Bond until the Maturity Date.

5.6.2 If your legal personal representatives do not close your Bond, it will continue until the Maturity Date, at which point the deposit and outstanding interest will be paid to your legal personal representatives.

5.6.3 If we receive notification of your death and your Bond has not been reinvested in a new bond issue, your Bond will not be reinvested at the Maturity Date and the reinvestment provisions will not apply.

5.6.4 When we receive notification of the death of a sole Bondholder, but your Nominated Account is a joint account, we will stop paying interest into your Nominated Account until your legal personal representatives tell us in writing where to pay it to.

5.6.5 In the event of the death of a sole Bondholder, we will not pay any money to your legal personal representatives until they have satisfied us that they have the authority to receive the money and we may require a Grant of Probate or Letters of Administration (in England and Wales) or Confirmation (in Scotland) before releasing any monies to them.

6 REINVESTMENT AT MATURITY

6.1 On or around 14 days before the Maturity Date, we will send you information on the options available to you at the Maturity Date including an Information Sheet for a new bond issue. The rights of withdrawal, duration and interest payment frequency (e.g. monthly or annually) of the new bond issue will be the same as applied when you originally invested in your Bond. The interest rate for the new bond issue could be higher or lower than the rate of interest which applied to your Bond when you took it out originally.

6.2 You will have until five days before the Maturity Date (the "Opt Out Date") to tell us that, on the Maturity Date, we are to pay your deposit and the interest earned on your Bond into your Nominated Account.

6.3 If, before the Maturity Date, you do not tell us that you want to opt out, we will reinvest your deposit in the new bond issue and pay the interest earned on your original Bond into your Nominated Account.

6.4 If you do tell us that you want to opt out and your instruction is received after the Opt Out Date but before the Maturity Date, you will still be able to opt out. Your deposit and the interest earned on your Bond will be returned to your Nominated Account within five working days of receipt of your instruction.

- 6.5 We will write to you to confirm the details of your reinvestment.
- 6.6 Within 30 days from the date on which we have reinvested your deposit, you will have the right to withdraw your deposit and any interest your Bond has earned from the date on which we reinvested your deposit up to the date of withdrawal. After the 30 day period has expired, you may close your Bond on the basis set out in Fixed Rate Bond Term 5.2.
- 6.7 These reinvestment terms will apply on the maturity of every subsequent bond issue.

7 LIABILITY

7.1 Our liability

We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

8 COMMUNICATIONS

8.1 We will contact you and provide communications to you by:

- (a) post;
- (b) phone;
- (c) email to the email address you have provided us;
- (d) secure message to online banking (if you have registered for online banking);
- (e) text message to the mobile phone number you have provided us; or
- (f) notification to mobile banking (if you have registered for mobile banking).

Please note that notices and information sent to you by the methods set out at (c), (d) or (f) above may be sent by an electronic attachment (e.g. by a PDF or other similar electronic attachment). **We will never ask you to respond to an email or text message with your personal or security details.**

- 8.2 We will provide you with statements at least annually showing any transactions and interest paid into your Fixed Rate Bond since the previous statement.
- 8.3 We will provide you with a copy statement on request. There will be a charge of £3 for each request.
- 8.4 We will provide you with a certificate of deposit within 14 days of opening your Bond.
- 8.5 You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).
- 8.6 If your contact details change, you should tell us promptly to ensure you receive your communications.
- 8.7 All communications to you will be in English.

9 CHANGES TO THE AGREEMENT

- 9.1 If we have a valid reason for doing so, we may change these Fixed Rate Bond Terms and the Information Sheet in the following way:
- (a) if the change is to your disadvantage, we will give you at least 30 days' notice before the change comes into effect; or
 - (b) if the change is to your advantage, we will give you notice of the change within 30 days of the change coming into effect.
- 9.2 We will only make changes for one or more of the following reasons:
- (a) to reflect a change in any requirements or guidance from Her Majesty's Revenue & Customs or any regulatory authority that sets rules that we are required to comply with;
 - (b) to reflect a change in the law or a decision by a court or ombudsman;
 - (c) to reflect changes in any codes of practice to which we subscribe;
 - (d) to enable us to make reasonable changes to the way we manage your Bond as a result of changes in technology or in the systems used by us;
 - (e) to provide for an improvement to any services or facilities we offer in connection with your Bond, or the introduction of any new service or facility;
 - (f) to proportionately reflect legitimate cost increases or reductions associated with providing the particular Bond, service or facility; or
 - (g) to make these Fixed Rate Bond Terms and the Information Sheet clearer.
- 9.3 If we make a major change or a lot of minor changes in any one year, we will give you a copy of the new Fixed Rate Bond Terms or a summary of the changes. You can request a copy of the Fixed Rate Bond Terms at any time. These Fixed Rate Bond Terms are also available in our branches.

- 9.4 If we give you notice of a change to these Fixed Rate Bond Terms or the Information Sheet which is to your disadvantage, then for a period of 60 days from the date of our notice, you have the right to close your Bond without loss of interest or the application of an Early Closure Charge.
- 9.5 If you do not close your Bond, you will be deemed to have accepted the changes. This right will not be affected by any terms here or in the Information Sheet which would otherwise prevent you closing your Bond or closing it without loss of interest or the application of an Early Closure Charge.

10 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT

We may transfer, assign, or pass our rights or obligations under the agreement or arrange for any other person or organisation (a “Transferee”) to carry out our rights or obligations under the agreement. We will only do this if:

- (a) the Transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
- (b) we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

11 COMPLAINTS

If you wish to complain about any of our products or services, we have procedures designed to resolve your complaint effectively. You can obtain a leaflet called “Making things better – Unhappy with our service?” describing those procedures at any of our branches, by telephone or you can look on our website rbs.co.uk

The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that consumers and financial businesses have not been able to resolve between themselves.

If for some reason we have not been able to resolve your complaint within eight weeks, or you are not satisfied with the resolution you can refer your complaint to the Financial Ombudsman Service. If you receive a final response letter from us and you want to contact the Financial Ombudsman Service, you will need to do this within six months of receiving our final response letter. To find out more about the service visit

www.financial-ombudsman.org.uk

You can contact the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Alternatively, you can phone them on **0800 023 4567**.

12 REMOTE BANKING TERMS

12.1 Introduction

This Fixed Rate Bond Term applies if we have agreed that you may use our telephone and/or online banking services to operate your Bond.

12.2 Security procedure

12.2.1 You must keep your security details (which include the identifying words, codes and numbers agreed between us) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

12.2.2 You must not disclose your security details to any other person or online service or record your security details in any way that may result in them becoming known to another person or online service.

After initial registration we will **never** contact you, or ask anyone to do so on our behalf, with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. You should report any such requests to us immediately.

12.2.3 If you suspect someone knows your security details you must contact us immediately.

12.2.4 You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from our services. Please note that this includes any input errors or instructions sent by anyone but yourself. You should not leave the device you are using unattended while you are logged on to one of our services.

12.2.5 You are responsible for making sure information either stored or shown on your device(s) is kept secure.

12.3 Availability of the services

While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

12.4 Variation/termination of the services

12.4.1 We may suspend, withdraw or restrict the use of our services where:

- (a) we have reasonable grounds to suspect that your security details have not been kept safe;
 - (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details; 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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

12.4.2 You may give us notice to terminate your use of our telephone and/or online services by giving us written notice or calling our telephone service. The notice will not be effective until we receive it.

Useful Information

If you fail to make a payment to us when it's due

If you fail to make a payment to us when it's due, we may use a credit balance on any other account in your name with us to pay or reduce any debt which you owe to us. A joint account credit balance can only be used to pay or reduce a debt in joint names. This is called "exercising set-off".

Interest on Credit Balances – Taxation

The tax treatment referred to applies under the current UK legislation, which may change, and will depend on your individual circumstances.



Braille, large print or audio format?

If you'd like this information in another format, call us on 03457 24 24 24 (Minicom 0800 404 6160)

The product(s) mentioned in this literature is/are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

For further information about the compensation provided by the FSCS, refer to the FSCS website www.fscs.org.uk

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the Financial Services Register and our registration number is 121882.

Calls may be recorded.

The Royal Bank of Scotland plc.
Registered Office: 36 St. Andrew Square, Edinburgh EH2 2YB.
Registered in Scotland No. 90312.