



ZSL: STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

These Terms and Conditions ("Ts&Cs") shall govern the purchase of Goods and/or Services by ZSL and may only be varied with the written agreement of ZSL. ZSL reserves the right to amend, edit, modify, alter, change and update the Ts&Cs from time to time. It is the Supplier's sole responsibility to ensure that it has read and understood the Ts&Cs, as may be amended from time to time.

1. DEFINITIONS

In these Ts&Cs:

"Agreement" means a letter agreement between ZSL and the Supplier, governing the purchase of the Goods and Services, incorporating these Ts&Cs. In the absence of a letter agreement, any reference to the "Agreement" shall where possible be construed as a reference to the commercial terms as agreed between the Parties (including as set out in any POs), which shall incorporate these Ts&Cs;

"Brand" means the ZSL name and logo (and its equivalent in languages other than English), along with any trade mark, trade name, logo, device, design, insignia or other sign or element of get-up forming part of the ZSL brand or campaigns;

"Business Data" means any and all ZSL Data and Manipulated Data;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in London, UK are open for business;

"Change of Control" shall occur if a person who has Control of a body corporate ceases to do so or if another person acquires Control of it;

"Confidential Information" means all non-public information including, without limitation, any information relating to the business, products, affairs and finances of ZSL or relating to its service, processes, know-how, consultants, volunteers, employees, suppliers, agents or distributors, which is designated as confidential by ZSL or which the Supplier knows or ought reasonably to know to be confidential, whether provided by ZSL or independently acquired by the Supplier, and whether in written, electronic, visual, digital or other tangible form;

"Control" means, in relation to a person:

(a) holding or controlling, directly or indirectly, a majority of the voting rights exercisable at shareholder meetings (or the equivalent) of that person;

(b) having, directly or indirectly, the right to appoint or remove directors holding a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent) of that person; or

(c) having, directly or indirectly, the ability to direct or procure the direction of the management and policies of that person, whether through the ownership of shares, by contract or otherwise,

and the terms "Controlling" and "Controlled" shall be construed accordingly.

"Data" means any data or information, in whatever form including images, still and moving, and sound recordings, which is required for the provision the Goods and/or Services (wholly or in part);

"Delivery Location" means ZSL's premises at ZSL London Zoo, Outer Circle, Regent's Park, London NW1 4RY or ZSL Whipsnade Zoo, Dunstable, Bedfordshire LU6 2LF or such other location as is set out in the Agreement or as instructed by ZSL before delivery;

"Derived Data" means any ZSL Data (wholly or in part) Manipulated to such a degree that it:

(a) cannot be identified as originating or deriving directly from the Data or the Services and cannot be reverse-engineered such that it can be so identified; and

(b) is not capable of use substantially as a substitute for the Data or the Services;

"Employment Liabilities" means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses), payments, wages, actions, proceedings, compensation, awards, interest, loss, damages or penalties incurred or arising in each case out of the employment of any person and any liabilities for income tax and/or social security contributions;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder. Inability to pay is not Force Majeure.

"Goods" means the goods described in the Agreement, if any;

"Intellectual Property Rights" means all vested, future and contingent rights to patents, inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill, unfair competition rights, rights in design, rights in computer software, mask works, database rights, the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause and any other intellectual property rights, in each case whether registered or unregistered and including renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist, or will subsist, now or in the future, in any part of the world;

"Loss" means actions, suits, claims, proceedings, liability, demands, damages, losses, charges, costs and expenses which ZSL may suffer or incur;

"Manipulate" means to combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part);

"Manipulated Data" means any ZSL Data which has been Manipulated, and includes any Derived Data;

"Party" means ZSL or Supplier (according to the context) and "Parties" is construed accordingly;

"Personal Data" means personal data as defined by the United Kingdom Data Protection Act 1998;

"PO" means a purchase order form issued by ZSL to the Supplier for Goods and/or Services;

"Purchase Order Number" means the number which starts with ZSLG or ZSLS located on the front of a PO;

"Services" means the services described in the Agreement, if any;

"Supplier" means the Supplier as stated in the Agreement;

"ZSL" means the Zoological Society of London (registered as a charity in England and Wales no. 208728); and

"ZSL Data" means any and all Data supplied by ZSL to the Supplier under or in accordance with the Agreement or during delivery or receipt of the Goods and/or Services, which is not Personal Data.

2. GOODS AND SERVICES

2.1 The Supplier shall ensure that:

- (a) the Goods and Services shall be to the reasonable satisfaction of ZSL and shall conform in all respects with any particulars referred to in the Agreement;
- (b) the Goods and Services (together with the Supplier's performance of its obligations hereunder) shall conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
- (c) the Goods shall be of satisfactory quality, of good materials and workmanship, substantially free from damage and defects, fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by ZSL (for the avoidance of doubt, ZSL relies on the skill and judgement of the Supplier in the supply of the Goods); and
- (d) Services are provided with best care, skill and diligence, using properly experienced and qualified people, and in accordance with the terms of the Agreement and any applicable legislative and statutory requirements including but not limited to all health and safety and environmental requirements; and
- (e) Goods and Services are performed in accordance with ZSL's Contractor General Conditions if Supplier staff are to work on site (copy available upon request).

2.2 Supplier shall ensure that its employees, agents and sub-contractors have appropriate competence, are properly managed and supervised, are well presented and smart at all times, and are acceptable to ZSL. ZSL reserves the right to request the removal of any employee, agent or sub-contractor of the Supplier who is involved in the supply of Services delivered under the Agreement provided any such request is made on reasonable and lawful grounds and the Supplier is given written reasons for removal request.

3. THE PRICE AND PAYMENT

3.1. The price of the Goods and Services shall be as stated in the Agreement and shall be exclusive of VAT but inclusive of all other associated costs and expenses. The Supplier shall state in the Agreement if any of the Goods and Services are zero-rated or reduced-rated for VAT or if any of the Goods and Services are exempt from VAT.

3.2. Unless otherwise agreed in writing by ZSL, the Supplier shall render a separate invoice in respect of each consignment of Goods or supply of Services delivered under the Agreement. Invoices relating to variable/volume related Services will be supported by details of the number and type performed during the period. If the Goods and Services are

accepted by ZSL, payment shall be due 30 days after ZSL receives valid invoice from the Supplier.

3.3. Unless otherwise agreed in writing by ZSL, the Supplier shall reference the Purchase Order Number on all invoices submitted to ZSL and include on the PO such other supporting information as ZSL requests. The Supplier shall bear exclusive responsibility for ensuring that it is issued with a Purchase Order Number before submitting an invoice. For the avoidance of doubt, ZSL shall not process payment of, and shall have no obligation to pay, any invoice that does not contain a valid Purchase Order Number.

3.4. The Supplier agrees to send all invoices to the following address:

zsl@compleat-invoicing.com

Failure to send invoices to the above address may result in payment delays. Invoices presented in Excel format will not be accepted.

3.5. ZSL reserves the right, without invalidating the Agreement, to vary the scope, standard or sequence of the Goods or Services and will give the Supplier reasonable notice sufficient for the implementation of any variation. Any such variation will be agreed in writing by both Parties. Consent to any such variation shall not to be unreasonably withheld or delayed by the Supplier.

3.6. ZSL reserves the right to withhold any payments or parts of payments invoiced by the Supplier which ZSL disputes in good faith.

3.7. ZSL may offset any amount owing to it from the Supplier against any amount ZSL owes to the Supplier.

3.8. If ZSL fails to pay any amount properly due and payable by it to the Supplier pursuant to the Agreement, the Supplier shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the base rate for the time being of Barclays Bank PLC.

4. DELIVERY

4.1. The Supplier shall deliver the Goods and or provide the Services at the place, date and time specified in the Agreement or otherwise indicated by ZSL in writing. The Supplier shall ensure that its employees are provided with the appropriate materials and equipment to deliver the Goods and Services. Any access to premises and any labour and equipment that may be provided by ZSL in connection with delivery shall be provided without acceptance by ZSL of any liability whatsoever and the Supplier shall indemnify ZSL in respect of any Loss resulting from or in connection with any damage or injury (whether fatal or otherwise) in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of the Supplier's sub-contractors. The Supplier reserves the right to temporarily suspend or refuse to carry out the Services if, in its reasonable opinion, any direct or indirect act or omission by ZSL or anyone for whom ZSL is responsible has made it unsafe or impractical to do so. If Supplier exercises its right to suspend or refuse to carry out the Services under this clause, the Supplier shall provide ZSL with written reasons for its decision as soon as practicable.

4.2. Where any access to ZSL's premises is necessary in connection with delivery the Supplier and its sub-contractors shall at all times comply with ZSL's requirements.

- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Delivery of the Goods to a carrier shall not constitute delivery for the purposes of this clause 4.
- 4.4. The time of delivery shall be of the essence and failure to deliver within the time specified in the Agreement shall enable ZSL (at its option) to be released from any obligation to accept and pay for the Goods and/or Services, to cancel all or part of the Agreement, and/or return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use.
- 4.5. The Supplier shall properly manage and monitor the Services and inform ZSL as soon as is reasonably possible if any aspect of the Agreement is not being, or is unable to be, performed.
- 4.6. Prior to delivery the Supplier shall give ZSL written notice of any Goods and/or other items accompanying the Goods or associated with their delivery as having toxic or other hazards to the safety or health of persons or property. The Supplier shall identify those hazards and give clear and full details of all precautions which the Supplier and ZSL should take.
- 4.7. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from a Force Majeure event. In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for two (2) weeks or any fourteen (14) days within a twelve (12) month period the party not affected may terminate the Agreement with immediate effect by serving written notice upon the affected party. During the period of delay, ZSL may purchase Goods and/or Services from other sources and/or reduce or cancel any unfulfilled orders without liability to the Supplier.
- 4.8. Unless otherwise agreed in writing, ZSL will apply for planning permission and/or building regulations approval that may be needed for the delivery of Goods and/or Services. The Supplier agrees not to commence the delivery of Goods and/or Services without first having been provided with the appropriate planning permission and/or building regulations approval from ZSL.

5. BRANDING

The Supplier shall not use or allow, enable, facilitate or aid third parties to use the Brand without ZSL's prior written consent.

6. PROPERTY AND RISK

Property in the Goods shall pass to ZSL on the earlier of delivery of the Goods in accordance with clause 4 and payment for the Goods. If the Supplier postpones delivery for any reason, title shall pass on the date that the Goods should have been delivered. Risk in the Goods shall pass to ZSL upon delivery in accordance with clause 4.

7. INSPECTION, REJECTION AND GUARANTEE

- 7.1. The Supplier shall permit ZSL or its authorised representatives to make any inspections or tests reasonably required in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at its or any of its sub-contractor's premises.

7.2. ZSL may by written notice to the Supplier reject any of the Goods or Services which ZSL in its sole and absolute discretion considers fail to conform or are unlikely to conform with the Supplier's undertakings at clause 2. ZSL shall give such notice to the Supplier within a reasonable time after inspection of the Goods concerned by ZSL or delivery of the Goods in accordance with clause 4 (whichever is later). If ZSL rejects any of the Goods or Services pursuant to these Ts&Cs, ZSL shall be entitled to:

- (a) return the Goods at the Supplier's expense; and
- (b) withhold payment, or if ZSL has paid the Supplier to obtain a refund from the Supplier in respect of the Goods and/or Services; or
- (c) to have the Goods concerned repaired within a reasonable time by the Supplier or (as ZSL shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified in the Agreement; and/or
- (d) to have the relevant Services re-performed so as to meet the requirements specified in the Agreement; and/or
- (e) to recover from the Supplier any expenditure incurred by ZSL in obtaining substitute Goods or Services from a third party.

7.3. The Supplier further warrants that the Goods and Services shall be free from damage and defects in design, materials and workmanship and shall remain so for 12 months (or such longer period as the Parties may agree or is contained in a warranty) after such Goods are put into service or such Services are performed (as the case may be). If ZSL shall within such period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods and/or Services as may have arisen during such period under reasonable use the Supplier shall within a reasonable time period remedy such defects (whether by repair or replacement as ZSL shall elect) without cost to ZSL.

7.4. Any Goods rejected or returned by ZSL as described in clause 7.2 or 7.3 shall be returned to the Supplier at the Supplier's risk and expense.

8. INTELLECTUAL PROPERTY

8.1. Except to the extent that the Goods are constructed, built or developed strictly in accordance with designs furnished by ZSL, the Supplier assigns to ZSL, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Goods and products of the Services. The Supplier shall indemnify ZSL against all Loss resulting from or in connection with any claim made against ZSL for any infringement or alleged infringement of Third Party Rights arising out of, or in connection with, the manufacture, supply or use of the Goods or receipt, use or supply of those Services.

8.2. All rights (including Intellectual Property Rights) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by ZSL in connection with the Agreement ("Materials") shall remain vested solely with ZSL (except the right to use such Materials solely to the extent necessary for the implementation of the Agreement). The Supplier shall not, without prior written consent of ZSL, use or disclose any such Materials or rights therein and in particular the Supplier shall not refer to ZSL or the Agreement in any advertisement without ZSL's prior written agreement. The Supplier shall do all such further acts and execute all such documents as ZSL may from time to time require to give full effect to this clause.

8.3. The Supplier irrevocably and unconditionally waives in favour of ZSL all moral rights connected with the supply of the Goods and/or Services to which it may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 (and under any similar legislation in force anywhere in the world).

9. CONFIDENTIALITY

9.1. The Supplier shall not use, copy or disclose any Confidential Information for any purpose other than to the extent required to perform its obligations in respect of the Agreement and shall use its best endeavours to prevent any such activity which is not in accordance with these Ts&Cs.

9.2. The Supplier shall not make any public announcement, disclosure, or media release, concerning the award, or subject matter, of the Agreement, without the prior written consent of ZSL.

10. INDEMNITY, LIABILITY AND INSURANCE

10.1 At the request of ZSL and at the Supplier's own expense, the Supplier shall provide all reasonable assistance to enable ZSL to resist any claim, action or proceedings brought against ZSL relating to the Goods and/or Services. The Supplier agrees to defend, indemnify and hold harmless ZSL, its subsidiaries, affiliates, employees, officers, directors, representatives and/or agents from and against any and all Loss in connection with and arising out of:

- (a) any breach by the Supplier of its warranties and/or obligations under clause 16.6;
- (b) any action brought or threatened by a third party against ZSL arising out of or in connection with the supply of Goods and/or Services, to the extent that such action is a direct or indirect result of any act (including statements) or omission made by the Supplier, its employees, agents or subcontractors; and/or
- (c) any damage to property or in respect of any injury (whether fatal or otherwise) to any person which, in either case, may result directly or indirectly from any defect in the Goods or Services or the negligent or wrongful acts of the Supplier, its employees, agents or subcontractors.

10.2 ZSL shall not be liable to the Supplier for any loss, damage or injury suffered to the Supplier (or any other person engaged by the Supplier) during or as a consequence of satisfying the obligations contained in the Agreement save for liability for fraud, death or personal injury arising out of negligent acts or omissions of ZSL.

10.3 The Supplier shall maintain adequate insurance policies, including but not limited to health, personal accident, public liability, employer's liability and professional indemnity insurance to cover the liabilities that may arise under or in connection with the Agreement.

11. TERMINATION

11.1 Subject to clause 11.5, these Ts&Cs shall terminate with immediate effect on the Parties' completion of their mutual obligations or in accordance with this clause 11, whichever is earlier.

11.2 ZSL may terminate the whole or any part of the Agreement at any time, with immediate effect, by giving written notice to the Supplier and may recover all expenses, losses and damage resulting to ZSL including but without limitation consequential loss, if:

- (a) the Supplier breaches any obligation hereunder (and, where the breach is capable of remedy, fails to remedy such breach within 14 days of receiving notice of the same);
- (b) In ZSL's opinion the Supplier breaches any of clauses: 5; 12; or 16.6;
- (c) circumstances exist or are likely to exist in which the Supplier is found guilty of corruption, bribery, fraud, dishonesty, or any other conduct which ZSL in its sole and absolute discretion believes brings ZSL into disrepute (whether or not connected to the provision of Goods and or Services);
- (d) any substantive step is taken towards the Supplier's bankruptcy, administration, administrative receivership, receivership, winding up and/or dissolution;
- (e) a Change of Control occurs in respect of the Supplier; and/or
- (f) the Supplier increases the price of the Goods and Services without the prior written agreement of ZSL and the Parties cannot come to an agreement in relation to such prices after ZSL has informed the Supplier that it cannot accept such an increase.

11.3 The Supplier shall notify ZSL within seven days of any Change of Control as referred to in clause 11.2(e) above or any potential such Change of Control.

11.4 ZSL may terminate the whole or any part of the Agreement by giving the Supplier seven days' written notice.

11.5 On termination:

- a) the Agreement will immediately cease without any liability on ZSL to pay any compensation or damages to the Supplier;
- b) clauses in these Ts&Cs which expressly or by implication have effect after termination shall continue in full force and effect;
- c) the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Ts&Cs which existed at or before the date of termination; and
- d) the Supplier will comply with ZSL's instructions in relation to any Personal Data and Business Data held by the Supplier in connection with the Goods and/or Services and in the absence of any such instructions the Supplier will destroy and/or erase all such Personal Data and Business Data.

12 CONDUCT

12.1 The Supplier shall at all times comply with ZSL's Supplier Code of Conduct as referenced at <http://www.zsl.org/about-us/sustainability-at-zsl>. The Supplier warrants that it has read the ZSL Supplier Code of Conduct and shall be bound by the terms contained therein.

12.2 The Supplier shall at all times:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- c) promptly report to ZSL any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of its obligations under the Agreement and these Ts&Cs;
- d) ensure that neither it nor any of its employees are placed in a position where there is, or may be, an actual or potential conflict between the interests of the Supplier or its employees and the interests of ZSL, and Supplier agrees to immediately disclose any such conflicts of interest to ZSL; and
- e) refrain from offering any inappropriate gift, consideration or hospitality to any employee of ZSL which might be construed as a reward and inducement and could create a conflict of interest.

12.3 The Supplier undertakes, warrants and represents that:

- a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - i. committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
 - ii. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - iii. is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- b) it shall comply with the Modern Slavery Act 2015;
- c) it shall notify ZSL immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Supplier's obligations under this clause 12.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

12.4 Any breach of this clause 12 by the Supplier shall be deemed a material breach of the Agreement and shall entitle ZSL to terminate the Agreement without liability.

13 EMPLOYEES

13.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended or replaced from time to time, or any similar legislation anywhere in the world, (the "Transfer Legislation") may apply upon termination of the Agreement in circumstances where ZSL or a supplier different to the Supplier (the "Transferee") takes over provision of similar services (the "Transfer").

13.2 The Supplier shall be liable for and shall indemnify ZSL in respect of any Employment Liabilities which may be incurred by ZSL and the Transferee by virtue of the Transfer Legislation and as a result of the employment or termination of employment of each of the

transferring employees prior to (and including) the date of Transfer and which arises as a result of any act or omission of the Supplier prior to the date of Transfer.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 The Supplier shall not without the prior written consent of ZSL sub-contract and/or assign the benefit or burden of the whole or any part of the Agreement.

14.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Agreement.

14.3 Where the Supplier delegates or sub-contracts any of its duties or obligations under the Agreement pursuant to clause 14.1 Supplier shall ensure that the contract it has with the sub-contractor contains substantially the same provisions as those provisions in the Agreement including an obligation to comply with the Modern Slavery Act 2015.

15 NOTICES

Any notice or other communication required to be given by either Party (the "Notifying Party") to the other (the "Receiving Party") in relation to the Agreement shall be in writing and sent by registered post to an address specified by the Receiving Party, or sent by other electronic media to the Receiving Party at an address specified in the Agreement or as otherwise indicated by the Receiving Party. Any such notice shall be treated as served at the time when it is handed to or left at the registered office or address (as appropriate) of the Receiving Party or, if served by post, on the second Business Day after posting, or if served by other electronic media, the next Business Day after transmission.

16 GENERAL

16.1 The rights and remedies arising under the Agreement are cumulative and do not exclude any rights or remedies provided at law or in equity.

16.2 The rights and remedies of ZSL may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by ZSL shall not constitute a waiver of that or any other right or remedy.

16.3 A person who is not party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16.4 Nothing in these Ts&Cs is intended to create a partnership or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other.

16.5 The invalidity, unenforceability or illegality of any provision (or part of a provision) of these Ts&Cs under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions (or part provisions) and both Parties shall in good faith negotiate replacement provisions which most nearly reflect the original intent.

16.6 The Supplier shall and shall ensure that its sub-contractors:

- a. comply at all times with the applicable data protection laws including but not limited to the Data Protection Act 1998 (the "Act");

- b. comply with any and all obligations equivalent to those imposed on a data controller (as defined in the Act) by the seventh principle of the Act; and
- c. comply only with ZSL's instructions in relation to the processing and transfer of Personal Data.

16.7 Any variation to these Ts&Cs or the Agreement shall only be binding on the Parties when agreed in writing by ZSL.

16.8 In the event of any dispute arising out of this Agreement, the Parties will in the first instance attempt to settle by negotiation. In the event that these attempts are unsuccessful the Agreement and these Ts&Cs and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England & Wales and the Parties hereby submit to the non-exclusive jurisdiction of the courts of England & Wales.