

Power Capacitors Limited

Terms and Conditions for the Sale of Goods and Services

1. Application of Terms and Conditions

1.1 Power Capacitors shall supply, and the Customer shall purchase the Goods and/or Services in accordance with the quotation which shall be subject to these Terms and Conditions; and

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Commencement Date” means the commencement date for the delivery of the Services as set out in the quotation and/or accepted order;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Contract” means the contract for the purchase and sale of the Goods and/or supply of the Services under these Terms and Conditions;

“Contract Price” means the price payable for the Goods and/or Services as stated in the quotation and/or accepted order;

“Customer” means the person who accepts a quotation or offer of Power Capacitors for the sale of the Goods and/or supply of the Services, or whose order for the Goods and/or Services is accepted by Power Capacitors;

“Delivery Date” means the date on which the Goods are to be delivered as stipulated in the quotation and/or accepted order;

“Goods” means the goods (including any instalment of the goods or any parts for them) which Power Capacitors is to supply in accordance with these Terms and Conditions; and

“Services” means the Services to be provided to the Customer as set out in the quotation and/or accepted order.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- a) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- b) a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon its interpretation.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. Basis of Sale and Service

3.1 Power Capacitors' employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by Power Capacitors in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Power Capacitors.

3.3 Sales literature, price lists and other documents issued by Power Capacitors in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on Power Capacitors unless Power Capacitors has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

- a) Power Capacitors' written acceptance.
- b) delivery of the Goods.
- c) provision of the Services; or
- d) Power Capacitors' invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Power Capacitors shall be subject to correction without any liability on the part of Power Capacitors.

3.5 If tests (other than those specified in the quotation) or tests in the presence of the Customer or the Customer's representative are required, a fee will be charged. In the event of any failure to attend such tests by the Customer after seven days' notice that Power Capacitors is ready, the tests will proceed in the Customer's absence and shall be deemed to have been made in his presence.

4. The Goods and/or Services

4.1 No order submitted by the Customer shall be deemed to be accepted by Power Capacitors unless and until confirmed in writing by Power Capacitors' authorised representative.

4.2 The specification for the Goods shall be that set out in Power Capacitors' sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by Power Capacitors) and the specification for the Services shall be that set out in quotation and/or accepted order.

4.3 Illustrations, photographs or descriptions (including, but not limited to, weights and dimensions) whether in catalogues, brochures, price lists, the quotation or other documents issued by Power Capacitors are intended as a guide only and shall not be binding on Power Capacitors. After acceptance of the quotation, where appropriate, a set of certified outline drawings will be supplied free of charge on request.

4.4 Power Capacitors reserves the right to make any changes in the specification which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods and/or Services are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by Power Capacitors may be cancelled by the Customer except with the agreement in writing of Power Capacitors on the terms that the Customer shall indemnify Power Capacitors in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Power Capacitors as a result of such cancellation.

4.6 Power Capacitors accepts no responsibility for the accuracy or suitability of any patterns, designs, tools, drawings, samples, particulars or specifications which shall be supplied by the Customer ("the Customer Specifications") or samples provided by Power Capacitors and approved by the Customer and Power Capacitors shall be entitled to accept the same as being without defect.

Power Capacitors shall have no responsibility for the quality or fitness for any particular purpose of any Goods manufactured by Power Capacitors in accordance with any Customer Specifications or samples submitted by the Customer whether or not such purpose is made known to Power Capacitors. The Customer undertakes to indemnify Power Capacitors and to keep Power Capacitors fully and effectually indemnified from and against all actions, proceedings, claims, costs, loss, damage or expense whatsoever whether arising in contract or in tort which Power Capacitors may suffer or incur as a result of any defect in the Customer Specifications or samples provided by the Customer whether due to quality, design, fitness for purpose or in any other way whatsoever.

4.7 The Customer represents and warrants to Power Capacitors that neither the Customer Specifications nor the use thereof will infringe any patent, copyrights, registered design or any other proprietary right of any third party and the Customer undertakes to indemnify Power Capacitors and keep Power Capacitors fully and effectually indemnified from and against all actions, proceedings, claims, costs, loss, damage or expense whatsoever in respect of any such infringement.

5. The Services

5.1 With effect from the Commencement Date Power Capacitors shall provide the Services.

5.2 Power Capacitors will use reasonable care and skill to perform the Services.

5.3 Power Capacitors shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

5.4 If the provision of the Services requires that Power Capacitors has access to the Customer's premises or any other location, access to which is lawfully controlled by the Customer, the Customer shall ensure that Power Capacitors has access to the same at the times required.

6. Price

6.1 The price of the Goods and Services shall be the Contract Price.

6.2 Quotations shall be valid for thirty days or such lesser time as Power Capacitors may specify.

6.3 Power Capacitors reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the Contract Price to reflect any increase in the cost to Power Capacitors which is due to any factor beyond the control of Power Capacitors (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which are requested by the Customer, or any delay caused by instructions of the

Customer or failure of the Customer to give Power Capacitors adequate information or instructions.

6.4 Except as otherwise stated under the terms of any quotation and/or accepted order, all prices are on an ex-works basis and exclusive of Power Capacitors' charges for delivery, packaging and insurance.

6.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services.

7. Payment

7.1 Subject to any specific terms agreed in writing between the Customer and Power Capacitors, Power Capacitors shall invoice the Customer for the Contract Price on or at any time after delivery of the Goods and/or the provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer fails to take delivery of the Goods or postpones the delivery of the Goods or the provision of the Services, in which event Power Capacitors shall be entitled to invoice the Customer for the Contract Price at any time after Power Capacitors has notified the Customer that the Goods are ready for collection or the Services are ready to be provided or (as the case may be) Power Capacitors has tendered delivery of the Goods.

7.2 The Customer shall pay the Contract Price within thirty days of the date of Power Capacitors' invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and Power Capacitors. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed

to the Customer. The time for the payment of the Contract Price shall be of the essence of the Contract.

7.3 All payments shall be made to Power Capacitors as indicated on the form of acceptance or invoice issued by Power Capacitors.

7.4 Power Capacitors is not obliged to accept orders from any customer or buyer who has not supplied Power Capacitors with references satisfactory to Power Capacitors. If at any time Power Capacitors is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to Power Capacitors shall be immediately payable in cash.

8. Delivery and Performance

8.1 Delivery of the Goods shall be made by Power Capacitors delivering the Goods to the place in the United Kingdom specified in the quotation and/or accepted order or, if no place of delivery is so specified, by the Customer collecting the Goods at Power Capacitors' premises at any time after Power Capacitors has notified the Customer that the Goods are ready for collection.

8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by Power Capacitors in writing. The Goods may be delivered by Power Capacitors in advance of the Delivery Date upon giving reasonable notice to the Customer.

8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences,

consents or authorisations required to enable the Goods to be delivered on that date, Power Capacitors shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Power Capacitors all costs and expenses including storage and insurance charges arising from such failure.

8.4 Should the supply of the Goods include installation by Power Capacitors at the Customer's premises or other place of delivery as agreed between the Parties, the Customer shall provide all necessary access and facilities reasonably required by Power Capacitors for the purpose of delivering and installing the Goods.

8.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Power Capacitors to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

9. Non-Delivery of Goods and Services

If Power Capacitors fails to deliver the Goods or provide the Services on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside Power Capacitors' reasonable control or the Customer's or its carrier's fault:

9.1 Power Capacitors shall have no liability if it delivers the Goods and/or provides the Services within sixty days thereafter and the Customer shall accept and pay for, on a pro rata basis, any Goods and/or Services received within that 60 day period.

9.2 If Power Capacitors fails to deliver within the sixty days referred to in 9.1, the Customer may cancel the order and Power Capacitors' liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

- a) in the case of Goods to be delivered at Power Capacitors' premises or those Goods, the time when Power Capacitors notifies the Customer that the Goods are available for collection.
- b) in the case of Goods to be delivered otherwise than at Power Capacitors' premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Power Capacitors has tendered delivery of the Goods.
- c) in the case of Goods being installed by Power Capacitors, the time that Power Capacitors notifies the Customer that the installation is complete; or
- d) in the case of Goods that have been manufactured in accordance with Customer Specifications, the time that the manufacturing process is complete.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until Power Capacitors has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Until payment has been made to Power Capacitors in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for Power Capacitors and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by Power Capacitors and shall insure the Goods against all reasonable risks.

10.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Power Capacitors, but if the Customer does so all money owing by the Customer to Power Capacitors shall (without prejudice to any other right or remedy of Power Capacitors) forthwith become due and payable.

10.5 Power Capacitors reserves the right to repossess any Goods in which Power Capacitors retains title without notice. The Customer irrevocably authorises Power Capacitors to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which Power Capacitors retains title and inspecting the Goods to ensure compliance with the storage and identification requirements.

10.6 The Customer's right to possession of the Goods in which Power Capacitors maintains legal and beneficial title shall terminate if:

- a) the Customer commits or permits any material breach of its obligations under these Terms and Conditions.
- b) the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors.

c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

11. Assignment

11.1 Power Capacitors may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Power Capacitors.

12. Guarantee and Defective Goods

12.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown”, the Customer gives written

notice of such defect to Power Capacitors within three business days of such delivery, Power Capacitors shall at its option:

- a) replace the defective Goods within fourteen days of receiving the Customer's notice: or
- b) refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective, but Power Capacitors shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

12.2 Where Power Capacitors have designed and manufactured the Goods (subject to clause 4.6), Power Capacitors will make good, by repair or at Power Capacitors' option by the supply of a replacement, defects which under proper use appear in the Goods within a period of twelve calendar months after the Goods have been delivered and arise solely from faulty design, materials or workmanship ("the Guarantee") provided that defective parts are promptly returned by the Customer carriage paid to Power Capacitors' works unless otherwise arranged.

12.3 The Guarantee is applicable provided the utilisation of the Goods by the Customer is in accordance with conditions laid down in BS EN 60831-1 and BS EN 60831-2 (which shall form part of these Terms and Conditions), particularly:

12.3.1 the RMS voltage remains within the following tolerances:

12.3.1.1 110% for no more than 8 hours in any 24-hour period;

12.3.1.2 115% for no more than 30 minutes in any 24-hour period.

12.3.1.3 120% for no more than 5 minutes in any 24-hour period.

12.3.1.4 130% for no more than 1 minute in any 24-hour period; and

12.3.2 the RMS current is no higher than 130% of rated current. This increase being caused by capacitor tolerance, increased voltage and/or frequency and/or by the presence of non-sinusoidal voltage.

12.3.3 the ambient temperatures into which the Goods are installed should be no greater than:

12.3.3.1 a Maximum of 50 degrees centigrade.

12.3.3.2 a highest mean over any 24-hour period of 40 degrees centigrade;
and

12.3.3.3 a highest mean over any 12-month period of 30 degrees centigrade.

12.4 Where the Goods, or any part thereof, are not manufactured by Power Capacitors, the Customer is entitled only to such benefits as Power Capacitors may receive under any guarantee given to Power Capacitors in respect thereof.

12.5 Power Capacitors shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow Power Capacitors' instructions (whether given orally or in writing), misuse or alteration of the Goods without Power Capacitors' prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

12.6 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.7 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale

of the Goods by the Customer is carried out in accordance with directions given by Power Capacitors or any competent governmental or regulatory authority and the Customer will indemnify Power Capacitors against any liability, loss or damage which Power Capacitors might suffer as a result of the Customer's failure to comply with this condition.

13. Customer's Default

13.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Power Capacitors, Power Capacitors shall be entitled to:

- a) cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer.
- b) appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and Power Capacitors) as Power Capacitors may think fit (notwithstanding any purported appropriation by the Customer); and
- c) charge the Customer interest (both before and after any judgement) on the amount unpaid, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date for payment to the date of actual payment and for all expenses (including legal fees) incurred with respect to collection of overdue sums.

13.2 If:

- a) the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract.

- b) the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation.
- c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer.
- d) the Customer ceases, or threatens to cease, to carry on business; or
- e) Power Capacitors reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, then, without prejudice to any other right or remedy available to Power Capacitors, Power Capacitors shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. Liability

14.1 Power Capacitors will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Power Capacitors' servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

14.2 The Customer shall indemnify Power Capacitors against all damages, costs, claims and expenses suffered by Power Capacitors, arising from loss or damage

to any equipment (including that of third parties) caused by the Customer, its agents or employees.

14.3 Nothing in these Terms and Conditions excludes or limits the liability of Power Capacitors:

- a) for death or personal injury caused by Power Capacitors' negligence.
- b) for any matter which it would be illegal for Power Capacitors to exclude or attempt to exclude its liability; or
- c) for fraud or fraudulent misrepresentation.

14.4 Power Capacitors' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price.

15. Confidentiality

15.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and after its termination:

15.1.1 keep confidential all Confidential Information.

15.1.2 not disclose any Confidential Information to any other person.

15.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract.

15.1.4 not make any copies of record in any way or part with possession of any Confidential Information; and

15.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

15.2 Either Party may:

15.2.1 disclose any Confidential Information to:

15.2.1.1 any sub-contractor or supplier of that Party.

15.2.1.2 any governmental or other authority or regulatory body; or

15.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies, to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

15.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

15.3 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

16. Communications

16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

16.2 Notices shall be deemed to have been duly given:

- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

20. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Law and Jurisdiction

21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual

matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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