

BEFORE THE ADJUDICATOR (CISAS)

In this document

'airtime terms' are terms and conditions for the supply of the Respondents network services

'amended terms' are those amended terms provided by Mobile Connections

The Dispute:

Simply put the dispute is over 'A handset subsidy' and the 'cancellation provisions'.

A handset subsidy is the amount of money which the Respondent was prepared to allow the Claimant against the normal cost of purchasing a handset and line rental. The Respondent required his agent to make offers under the provisions of the handset subsidy. There are to be a responsibility for the Respondent in promises made by his agent 'Mobile Connections'. The Respondent says he has many agents and it is not possible to monitor them all or give them all training or check the advertisement of (The Respondents) products and services to confirm compliance with the relevant consumer legislations or if actions of his agents are contrary to what had been agreed. This being the reasons for his immunity against the actions of his agents. If the agent had acted contrary to what had been agreed and the Respondent failed to test or carry out market research in order to identify the ill-acting agent, this would in no way be as a immunity to customer demands who concluded the sale in good faith. The Claimant was advised by Mobile Connections that this subsidy was provided because the Respondent intended to increase his market share.

Cancellation Provisions provide that a termination can take effect by notice. Any party can give notice to end the contract. The Respondent says additional clauses require the Claimant to make a lump-sum payment for payments that were to be made had the contracting parties continued performance for a period of the remaining minimum term. The Claimant believes such a term or clause would not be enforced by a Court. The reasons being, the clause is to be considered in restrictive interpretation. In order for the clause to take effect it is dependent on a minimum term. The clause cannot simply be isolated from the matrix of facts in which it was set and interpreted purely on internal linguistic considerations. The Claimant invites the adjudicator to consider beyond the language and see what the intended circumstances were with reference to which the words were being used, and the object, appearing from those intended circumstances, which the person using them had in view. What must be ascertained, is what is to be taken as the intention which reasonable people would have had if

placed in the situation of the Respondent. It would certainly be unfair to the Respondent having the Claimant been provided new merchandise that the Claimant then immediately cancels and follows a deal with the competitor whilst having benefit of the merchandise. Since the Respondent would be forever annoyed with this circumstances, the objective therefore by the Respondent, is to effectively prevent and deter the Claimant, having got the handset at a price far below its actual cost, then becomes a customer of one of the Respondents competitors. Further in order that such a clause has effect, one needs it to comply with consumer legislation. It would have been proper that such a clause was provided to the Claimant and a minimum term was also stipulated before the contract was formed. No such clause was provided or minimum term stated to the Claimant before the formation of the contract.

Consumer Telecommunication Contracts often provide for payment of a stated sum in the event of non-performance (breach of the contract) by the consumer, or provide a formula by which such a sum is to be calculated. A distinction is made between clauses which genuinely attempt to pre-estimate the damages which would be payable on the non-performance of the contract and clauses which do not make any such attempt but simply provide for a fixed payment to be made by way of calculating the months remaining of the non-performance instead of damages. Clauses of the first type are referred to as liquidated damages clauses and are enforceable: clauses of the second type are referred to as penalty clauses and are, in theory, unenforceable. However, both provide for agreed payments to be made by the party in breach and both serve the same function of avoiding disputes and reducing uncertainty. In practice, liquidated damages may serve as an incentive to performance where as penalty clauses most certainly do. In practice, a claim for damages, which are not genuine pre-estimates of loss are forced into the category of liquidated damages in order to make them enforceable. When challenged the party enforcing such terms can not make clear how the estimates are arrived or what liquidated damages was it intended that the clauses would provide a calculation. The party rather rely on the cloak of sensitive financial data.

Sale by Agent:

1. Mobile Connections is a authorised agent for the Respondent for the purpose of advertising the airtime service and accepting the order. Mobile Connections store had logo's and trademarks of the Respondent and there was nothing said or occurred that led the Claimant to believe that Mobile Connections was ever acting beyond of that which was by agreement of the Respondent. Mobile Connections had advertised a reduced amount of line rental, (see Exhibit R1) to be provided and administered by the Respondent.
 - a. The amended terms where given to the Claimant soon after the credit check was carried out. The airtime terms provided in the box where found some days later because the sales assistant did not bring those to the attention of the Claimant.
 - b. There was no exclusion of any specific party in the advertisements nor by the sales assistant in regards to the 'handset subsidy'. By a subsidy for the benefit of the Claimant was provided to Mobile Connections by the Respondent and then paid by Mobile Connections to the Claimant. The Claimant believes that this should have been paid to him in whole and on the day the contract become in existence either by the Respondent or by Mobile Connections, but understandably as a safe guard for the Respondent, the subsidy is paid monthly by Mobile Connection. This is reasonable as the effect of the Claimant Cancelling his agreement would mean that the subsidy is clawed back from Mobile Connections instead of the Claimant as it can be more difficult to get a satisfying result from the customer. The Claimant naturally finds nothing unusual in the subsidy being administered by the agent, as the sale was concluded by the agent. Mobile Connections have fallen into insolvency proceedings and are unlikely to continue administering the subsidy. The Claimant therefore seeks (i) for the subsidy to be paid directly or (ii) cancellation of the agreement as a whole without either penalty.
 - c. The Claimant bring Exhibit R1 to the consideration of the adjudicator which shows Mobile Connections advertising the Respondents products/service. The advertisement reads 'Latest handsets on xx months contracts / Free for xx months' charges for line rental shown as 'Free for xx Months'. Though it is the opinion of the Claimant the leaflet was merely a invitation to the service and was not capable of containing any terms.

The Mobile Connections Sale;

2.

- a. A customer finds a advertisement leaflet through his letter box [exhibit R1] that advertises free line rental for a xx month.
- b. He visits the shop and says to the assistant do you still have any in stock.
- c. The assistant responds 'yes' and explains the offer of having xx inclusive minutes and xx texts. He explains the cost associated with what is outside of the package and the costs associated with the extra usage of services. He asks the customer if he would like more voice minutes or texts messages, as he may qualify for more than one offer, and as it wont cost the customer any money over the 18 months period for usage within the package. He further explains there's no catches and as the market is ever so competitive for his reasons in securing this fantastic deal. The assistant sets the condition that the customer must pass a credit check to be accepted for this agreement. The customer believes that there was only one credit check and that Mobile Connections is a agent for the Respondent. The assistant collects the customer information on a pad, to carry out the online credit check. If at the time the Claimant was to be provided the terms of the agreement, such terms would need to be considered under the Unfair Terms in Consumer Contracts Regulation 1999. Even when the Respondent makes available a copy of the agreement after the credit check, by way of email, download from website, post, or in a box containing the merchandise the terms can be successfully challenged under the unfair terms in consumer contracts regulations 1999, some are likely to be unilateral terms and are unlikely to have effect.
- d. After the credit check completes and upon the credit check passing, the parties who are i) Respondent, ii) Mobile Connections and iii) the Customer, become bound to a contract. The assistant provides the good news to the customer that his credit check has passed and brings the merchandise to the front desk with contractual information [Ex R2] and asks him to sign it. The customer examines the information on it;
 - i. The letter heading is Mobile Connections with the address of the store and contact numbers and in bold it is headed : Order Form.
 - ii. In the next part it identifies the Customer.
 - iii. In the next part it identifies the Respondent and the the Order placed for the tariff by stating:
 1. Network: Orange
 2. Tariff: Canary 40 – Bumper
 3. Duration: 18 Months Contract

- iv. In the next part it identifies the Merchandise and also states “£720 cash back paid by us”.
- v. The Customer can identify that this is the order he has placed with Mobile Connections for a package deal that consists of Merchandise and Airtime.
- vi. The next clause, the clause labelled Cash Back explained details visually the 18 month contract:

Month 1	£40
Month 2	£40
Month 3	£40
Month 4	£40
Month 4	£40
Month 6	£40
Month 7	£40
Month 8	£40
Month 9	£40
Month 10	£40
Month 11	£40
Month 12	£40
Month 13	£40
Month 14	£40
Month 15	£40
Month 16	£40
Month 17	£40
Month 18	£40

- vii. It further provides “When you take out one of our special offer deal you are entitled to claim a cash back” and “For this deal, a total of £720.00 Cash Back paid in 18 equal instalments of £40 each for the **first** 18 months.”
- viii. Next clause the pre-written standard terms and conditions of the sale (Hereafter amended Terms) and they provide:

Amended Terms

- ix. 1. I understand to redeem my cashback credit, I have to claim the credit within 30 days from the date of the billing. If I fail to do so, I understand that I will lose my entitlement to the cashback credit for the month concerned.

2. I understand to claim my cashback credit I must send monthly mobile phone bills in the self addressed envelope provided on a monthly basis and the mobile phone number I am claiming for, is in use and the sim and original phone connected are used together as sold in the contract you obtained and have not been disconnected for what ever reason or I will lose my cashback entitlement for that month.

3. You will only be entitled to claim your cash back credits once we have had your two valid proofs of and signed terms and conditions returned to us.

4. I understand that if during the promotional period I change my tariff and/or my agreement with the Service Provider is terminated for what ever reason, and that I must make and receive calls from the paired Handset/Simcard provided with the contract, failing to do this, Mobile Connections reserve the right to charge me for the:

(i) Difference between the price that I pay for the mobile phone and recommended retail price of the mobile phone which could be up to £500.00 and

(ii) The amount of commission that Mobile Connection is liable to repay the Network provider which could be up to £500.

5. I understand that Mobile Connections reserve the right to charge an administration fee of £30 for the return of the mobile phone.

6. I confirm that the above account details are correct and that this account is the one nominated by me to receive my cash back payment.

7. I confirm that Mobile Connections is not liable for my bank account being overdrawn. It is my responsibility that there is always sufficient fund in my account.

8. All cashback updates will be sent via a premium text message chargeable at £1.00, to opt out please text STOP to 447786201066.

9. I confirm that I have read and understood and accept that I am legally bound by these terms and conditions.

x. Client Signature

- Date

e. The assistant opens the boxes and activates the phone and checks accessories and explains should the customer have any issues with the service or phones he should seek his help. The assistant does this in front of the customer so that there be no dispute as to what was in the box.

f. It becomes unnecessary for the customer to read any material in the box as all is explained by the assistant. If the customer has some time he checks the contents of the box and finds

airtime terms. He reads the clause 4.2 amongst others and because of the application of the standard terms are general he does not believe that there is to be a penalty. He concludes this considering the clause is concerned with the amount outstanding for the remaining months. But with his special deal he was provided amended terms, its free for so many months and reasonably assumes that it has been implied that there is no minimum term or that the months are far fewer than that of the special offer. He was never told of what the minimum period maybe.

3. Interpretation of 'xx Months Contract'.

The Respondent says in his standard letter that the Claimant is in a 18 months contract with a penalty clause for a minimum term and therefore he can not cancel the Contract.

Amended terms and the Airtime Bills being the only items that have included the terms 'xx months contract(s)'. The Respondent in his letter says this gives effect to clause 4.2. The Claimant believes it could not.

4. The Claimant relies on:

- a. Ex R5 from the provider 3G's website of a product and service advertised as follows on the left it provides 'Contract Length - 18 months' and on the right (on the merchandise) it provides 'Just 6 months minimum term'. Further down under part 'Details of your deal' point 3 provides 'This tariff is a 18 month contract'. As can be identified the statements have two different interpretations altogether. These are (i) The duration of the contract for the purpose of the special offer and (ii) the minimum term. Both can not be interpreted by a reasonable person to mean the minimum term even if that is intended by 3G. If the customer is induced by relying on the minimum term statement and thereafter 3G refuses to cancel for reasons of a penalty clause when cancelling before month 17 relying in the details 'This tariff is a 18 month contract', it is very unlikely that 3G could enforce a claim against a customer for minimum term of 18 Months to be upheld by the Court.
- b. Even then the statement 'Just 6 months minimum term' is not final for the effect of a clause. 3G must have implied or specifically included a penalty clause taking effect when cancelling the contract and should plainly refer to the minimum term with a calculation of how their pre-estimate the liquidated damages. Though if the penalty term concentrated in its wording to give effect to the contract length and not the minimum term it would be contractually correct to apply the penalty in consideration of the contract length. As we are concerned with the Respondents advertisement (by his agent) and airtime bills that have stated and

concentrated on the duration of the contract '18 months contract' where as clause 4.2 provides a penalty for the minimum term. The clause provides:

4.2 terminating your Contract during the Minimum Term

You may terminate your Contract before the Minimum Term has expired if you pay us:

4.2.1 *all Charges that are due, plus*

4.2.2 *a lump sum equivalent to the total of all the monthly or other periodic Charges still remaining on your **initial Minimum Term agreement** (except in the circumstances set out in Conditions 4.3 and 15.1). You'll be entitled to a rebate of 5% of that total if you terminate your Contract up to and including the first day of the last month of the*
Minimum Term.

In order for the customer to apply the calculations in 4.2.2 he must consider the separate **initial Minimum Term agreement**. The amended terms being the only other agreement, it contains no specific minimum terms or details of any pre-estimate for liquidated damages. It is further relevant that there is no indication in the statement '18 months contract' of a penalty. It is never made clear if there is a minimum term that gives effect to clause 4.2 'Terminating your contract within the minimum term' or that the Claimant was ever provided this initial Minimum Term agreement. In contracts where there are no clear or enforceable cancellation terms one party can give notice to cancel the contract.

- c. When a reasonable person considers the circumstances, that a poor phone is provided likely to hold value of £20-£100 and that the subsidy has not been paid, that it is likely that the Respondent does not intend to enforce the clause under such circumstances.
- d. Where a customer has used the service for 30 months, he has indeed been in a contract for 30 months and therefore it has been a 30 months contract. That does not have the same interpretation of 30 months minimum term.

Airtime Bills and Amended Terms Wording

5. The Service Provider sends his airtime bills to the Customer every month. The wording of the amended terms and the billing information is similar.

The effect on the Claimant

6. The Claimant invites the adjudicator to consider the facts:
 - a. Had only been given the amended terms and it is for the duration of 18 months with a detailed breakdown ending in month 18, after the contract was formed. The sales assistant did not say that there was a minimum term or that there was any other minimum term agreement.
 - i. Three parties can be identified in the amended terms (Order Form) [EX R2] i) Mobile Connections ii) Customer (myself) and iii) The Respondent. If the Respondent was not a party to the amended terms then he would not have been added in the sale receipt of his agent in concluding the sale.
 - ii. The main part of the sale being the airtime service, a service to be provided by the Respondent and advertised as 'free for xx months' [Ex R1].
 - iii. Having identified the parties plainly to the contract the term "£720 cash back paid by us" refers to Mobile Connections and the Respondent and that the Respondent can be identified on the merchandise.
 - iv. I submit that the Order form is for the sale of the Merchandise and Airtime Service. Should there have been two different transactions there would have been two different sales orders.
 - v. I submit that the Cash Back Payments are only for the 18 months. In the agreements it states "For this deal, a total of £720.00 Cash Back paid in 18 equal installments of £40 each for the **first** 18 months." The ongoing agreement being the Respondents agreement.
 - vi. The merchandise has on it the Respondents labels/mark, when turned on comes up with the Respondents name and trademarks and it is locked (can only be used) on the Respondents network (and therefore of no real value than on the Respondent network). It comes in a package that describes and contains the Respondents name and trademark and mentions the manufacturer of the phone. As submitted by the Respondent in his letter it is likely to come with a set of instructions and pre-written terms and conditions for airtime services from the Respondent.

Amended Terms

- xi. The Amended Terms 1 to 2 provide how the customer is to claim the payment for Cash Back. No Particular party is specifically stated or specifically excluded as the party to this agreement.

xii. The Amended Term 4 provides the cancelling of the agreement with notice to the Respondent. It does not provide any reason why the agreement cannot be cancelled. It further sets a amount of £500 as a charge for the benefit of the Respondent (in the portion of subsidy provided for the benefit of the Amended Terms) and that the Claimant identifies the Respondent a party to the Agreement.

Similar wording in Bills, Stating Minimum Term and application of term 4.2 of the Airtime Agreements.

xiii. The promises made by the Agent in his contract paperwork and the Respondent Bills are alike. Using similar wording "18 months contract". The Claimant hereby insists again that this is referred to the Cash back agreement provided at the time of the sale, even when the Respondent did not intend this effect.

xiv. The customer falls into false security and purchases 2 or 3 or 4 or more airtime agreements. The agents uses this security to sell further airtime agreements knowing that the customer feels secure and assured. The Claimant alleges that the Respondent and its agent knew that the Claimant had been misled. The Claimant dealings with the Respondent's agent was in good faith.

Merchandise and no service

6. The Claimant offer's the return of phones that can be used as replacement for those covered by insurance provided by the defendant or those that need to be replaced under the sale of goods act. This is because the Claimant in deterred from a long and difficult arguments over what was agreed and said and provided at the time of the agreement and the uncertainty involved in a arbitration or Court Judgement.
7. After all a penalty clause needs to be justified in particular if the justification is the subsidy for the merchandise, it could be a valid argument that its effect be neutralised upon the return of the merchandise or by a true offer of its return or monetary value equivalent. It be also noted that subsidy that is locked on to the Respondents network is of no use the the Claimant. The Respondent uses pressure techniques in collecting the debt amongst others the use of Debt Collectors and Solicitors and Credit Reference Agencies.
8. The Claimant contends that for the period in which the cancellation charge is applied and calculated, that in such a period that there is no service to the Claimant and the calculation provided in clause 4.2 of not being pre-estimate of the Respondent liquidated damages. The

calculation provided a) no account for the cost saved of not having to provide the service b) no commercial reason for it, as a indemnity is provided by mobile connections c) are not negotiated d) are not freely entered into by parties of comparable bargaining power e) are for the purpose of deterrent f) acts in terrorem. The Claimant relies on, M & J Polymers Ltd and Imerys Minerals Ltd, the High Court held that as a matter of principle the rules against penalties could apply to a "take or pay" clause. Despite the fact that such a clause has been widely used in supply contracts, this case appears to be the first time the courts have considered whether a take or pay clause can amount to a penalty [see exhibit R6].

The Commissioner for Ofcom

9. The Commissioner says;

A consumer who ends a contract early should never have to pay more than the payments left under the contract period - in fact they should often pay less than this, to reflect costs providers save because the contract ends early and their ability to recoup sums by selling services to other consumers. [EX OFCOM1].

10. General conditions set by the Commissioner UNDER SECTION 48(1) OF THE COMMUNICATIONS ACT 2003, Section 9 REQUIREMENT TO OFFER CONTRACTS WITH MINIMUM TERMS

9.1 The Communications Provider shall, in offering to provide, or providing, Public Electronic Communications Services to a Consumer, and on the request of that Consumer, offer to enter into a contract or vary an existing contract with that Consumer which complies with paragraph 9.2.

9.2 Any contract between the Communications Provider and a Consumer shall specify the following minimum requirements:

- (a) the identity and address of the Communications Provider;
- (b) the services provided, details of the service quality levels offered and the time for initial connection;
- (c) details of maintenance services offered;
- (d) particulars of prices and tariffs, and the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained;
- (e) the duration of the contract, the conditions for renewal and termination of services and of the contract;
- (f) any applicable compensation and/or refund arrangements which will apply if contracted quality service levels are not met; and
- (g) the method of initiating procedures for settlement of disputes in respect of the contract.

9.3 Where the Communications Provider intends to modify a condition in a contract with a Consumer which is likely to be of material detriment to the Consumer, the Communications Provider shall:

- (a) provide the Consumer with at least one month's notice of its intention detailing the proposed modification; and
- (b) inform the Consumer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the Consumer.

In not providing a contract or minimum term the General Condition under section 9 have not been met and the Claimant should be allowed the remedy to be released from the contract without penalty.

Unfair Terms in Consumer Contract Regulations 1999.

The purpose of the regulations is two fold, i) the promotion of fair standard contract forms to improve the functioning of the European market place and ii) the protection of consumers throughout the European Community. The regulations is aimed at contracts of "take it or leave it". It treats consumers as presumptively weaker parties and therefore fit for protection from abuses by stronger contracting parties. This is an objective which must throughout guide the interpretation of the regulations. If contracting parties were able to avoid the application of the regulations by exclusionary stipulations the regulatory scheme would be ineffective. The conclusion that the regulations are mandatory is inescapable.

11. The Claimant invites the adjudicator to consider the contractual obligation on a customer who for the purpose of argument feels he has to cancel the contract. Lets say he wishes to cancel after 2 week from the time of agreement for 1 mobile device:

Amended Terms

Phone	£100.00
Service Provider	£500.00

Sub Total A	£600.00
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Airtime Terms

Remaining Term 18 months	£720.00
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Sub Total B	£720.00
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Total Paid for the benefit Of the Respondent	£1,320.00
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The phone is useless to the Claimant as locked to the Respondents network by the Respondent

12. Amended Terms are for the benefit of the Respondent. **This amounts to a profit of £1320.**

See Amended terms 4(ii) and Airtime Terms 4.2. Subsidy device also locked and unusable.

13. If the customer is deterred from cancelling and uses the phone for a period of 18 months and on the basis of charges for interconnection the fee to BT for its land line is 2p the profit made by the Respondent not including any other costs (cost for providing the service) **this amounts to a profit of £459:**

£40 over 850 minutes less 2p	£0.03
3p by 850 minutes	£459.00

This is £459 Profit over 18 months (not-inclusive of any other costs). The Customer pays £1,320 when cancelling and as there is no service in comparison it is all profit.

14. Regulation 5(1) provides: "*A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.*" Regulation 5(5) provides that Schedule 2 to the 1999 Regulations contains an indicative and non-exhaustive list of the terms which may be regarded as unfair.

15. Regulation 8(1) provides that an unfair term in a contract concluded with a consumer by a seller or supplier shall not be binding on the consumer.

16. Regulation 8(2) provides that the contract shall continue to bind the parties if it is capable of continuing in existence without the unfair term.

17. The only material exception to the applicability of the test of fairness set out in 1999

Regulations is contained in Regulation 6(2) relating to what are called "core terms":

"In so far as it is in plain intelligible language, the assessment of fairness of a term shall not relate-

(a) to the definition of the main subject matter of the contract, or

(b) to the adequacy of the price or remuneration, as against the goods or services supplied in exchange".

18. Clause 4.2 of the contract is a penalty provision for penal damages. It prescribes remedies which only become available to the Respondent upon the non-performance of the contract by the Claimant. For this reason the escape route of regulation 6(2) is not available to the Respondent. Clause 4.2 of the contract is a subsidiary term. Regulation 6(2) must be given a restrictive interpretation. Unless that is done regulation 6(2)(a) will enable the main purpose of the scheme to be frustrated by endless formalistic arguments as to whether a provision is a definitional or an exclusionary provision. Similarly, regulation 6(2)(b) dealing with "the adequacy of the price of remuneration" must be given a restrictive interpretation because, in a broad sense all terms of the contract are in some way related to the price or remuneration. That is not what is intended by the regulations. It would be a gaping hole in the system if such clauses were not subject to the fairness requirement.

Application of a test of unfairness

19. The Airtime Term 4.2 :

1. Does not relate to the definition of the main subject matter of the contract; and
2. does not relate to the adequacy of the price or remuneration, as against the goods or services supplied in exchange. There is no airtime service to be supplied in exchange.

20.

1. It only relates to the non-performance, repudiation of the contract and for which purpose there is no service to the customer.
2. The Adjudicator is invited to consider the obligations and costs to the customer in the circumstances and profits to the service provider. The adjudicator is invited to fail the term and its effect for the purpose of fairness.

The effect of the agent being insolvent at the time of the agreement

21. The Agent for the Service Provider had continued Business when he could not pay his debts (was insolvent). He owed Several Millions of Pounds (Exhibit 4) and continued to do business acting as a agent for the Service Provider. The effect on the agent and principal agreement (between Mobile Connections and the Respondent) is likely to to conclude as terminated and therefore no agreement initiated by the agent can be enforced by either party.

Lord Freeman

22. **Lord Freeman** had difficulty in cancelling his Mobile Phone contract He states and exactly quoted:

“Some of us were surprised—the noble Lord, Lord Mitchell, alluded to some of the comments made by the companies—that Orange, part of the worldwide France Telecom group, felt that no regulation of wholesale or retail charges was needed at all; that everything could be done by competition. It also felt strongly that **Article 95 of the Treaty of Rome** was inappropriate as a way to impose regulation of maximum charges. **I would love to hear from any noble Lord who has experience of trying to cancel a mobile phone contract. It is an exceedingly difficult process and takes a long time. You have to insist or threaten with lawyers before you get out of it.**”

The full report is available from the following link.

<http://www.publications.parliament.uk/pa/ld200607/ldhansrd/text/70524-0014.htm>

The Claimant believe the facts stated herein are true and that I am duly authorised to represent the Claimant.

Signed

Date: