

# **BIBBY FOREIGN EXCHANGE LIMITED**

## **GENERAL TERMS AND CONDITIONS FOR BIBBY GROUP COMPANY CLIENTS**

### **I OUR SERVICES**

- 1.1 Words and phrases which are capitalised in these Terms and Conditions and in any Transaction Confirmation have the meaning set out in the definitions in Condition 19 below or in the definitions in the Standard Conditions applicable to Your finance agreement with a Bibby Group Company.
- 1.2 We, Bibby Foreign Exchange Limited (company number 09353026) may provide Services to You in relation to FX Contracts and/or online payment services. We are registered as a payment institution with the Financial Conduct Authority in the United Kingdom under registration number 671893 and is regulated by the Central Bank of Ireland for conduct of business rules.
- 1.3 All Services provided will be subject to these Terms and Conditions, which You accept by giving an Instruction to Us.

### **2 SUBMISSION OF INSTRUCTIONS**

- 2.1 An Instruction for Services can be made by telephone, fax, or through the Electronic Facility and shall contain such information as we shall specify from time to time.
- 2.2 Instructions for payment services must contain accurate information as to the unique identifier of the Payee. You accept that We are not responsible for any delay or loss caused as a result of inaccurate information.
- 2.3 We may but are not bound to accept, act and rely upon any Instruction that appears to have been delivered by You or an Authorised Representative.
- 2.4 Where foreign currency conversion services are requested, We will give You an exchange rate quote which will only be valid for such time as We specify. The exchange rate applicable to any Instruction is that provided to You at the time the Instruction is submitted by You and accepted by Us.

### **3 CONFIRMATION OF TRANSACTION**

- 3.1 You agree that an Instruction shall be binding upon You once it is submitted to Us.
- 3.2 If We decide to accept Your Instruction We shall send You a Transaction Confirmation setting out the precise terms of the Services, including:-
  - (A) The applicable exchange rate;
  - (B) The date We will debit Our account for the delivery of or payment for the currency;
  - (C) Our charges for the FX Contract;
  - (D) Our charges for any payment service;
  - (E) For a Forward Contract, instalment payments to be made by You as determined by Us, subject to Our additional right to make Margin Calls as provided in Condition 4.4 below;
  - (F) full details of any other requirements for payment of the Settlement Amount.

### **4 PAYMENT OF THE SETTLEMENT AMOUNT**

- 4.1 You irrevocably authorise Us to deduct the Settlement Amount on its due date or dates from Your availability under any finance facility You have with a Bibby Group Company.
- 4.2 If We are unable to deduct the Settlement Amount on its due date or dates for any reason whatsoever You must immediately pay it to Us by an electronic payment or payments in Cleared Funds, time being of the essence. Cash, cheques and drafts are not acceptable.
- 4.3 We may use any funds which We hold for You at any time to secure any of Your liabilities or obligations to Us.
- 4.4 In the case of Forward Contracts We shall be entitled to make a Margin Call or Calls in the event of an exchange rate fluctuation and You will then become liable to pay the sum or sums required in the time We specify.

## 5 CANCELLATIONS

- 5.1 You may cancel the Services requested provided that We receive an Instruction to that effect before We release payment to the Beneficiary, provided that You indemnify Us in full against any losses, costs, damages, charges and expenses (including any foreign exchange losses) incurred by Us in connection with any such cancellation. Where payment has been released by Us, any funds returned may be subject to charges and expenses and exchange losses and You agree to indemnify Us in full.
- 5.2 We may cancel any Instruction at any time if: –
  - (A) You are in breach of these Terms and Conditions, the Standard Conditions or any other obligations to Us or to any Bibby Group Company;
  - (B) the carrying out of any Instruction would be unlawful, illegal or in breach of the requirements of any regulatory authority;
  - (C) We suspect the involvement of fraud or an unauthorised use of the Services;
  - (D) You become Insolvent; or
  - (E) We have reasonable grounds to believe that You may be unable to pay for the Services.
- 5.3 In each such case We will inform You of Our decision as soon as possible and You must indemnify Us in full against all losses, costs, damages, charges and expenses (including any foreign exchange losses) incurred by Us in connection with any such cancellation.

## 6 OUR OBLIGATIONS

- 6.1 We do not at any stage provide You with any advice and You must make any decision to acquire Services based solely on Your own judgment or that of Your advisers.
- 6.2 We agree to process transactions for You in accordance with Your Instruction on the same day if the instruction is received before 15:00 hours on a Banking Day. The deemed time of receipt of Instructions shall be: –
  - (A) online instructions are deemed received at the time that receipt of the Instruction is confirmed on the Electronic Facility;
  - (B) telephone instructions are deemed received at the time of confirmation by the sales trader;
  - (C) instructions by fax are deemed received at the time of receipt;
  - (D) instructions received after 15:00 hours or on a date other than a Banking Day are deemed to have been received on the next Banking Day.
- 6.3 For the purposes of this sub-Condition the time of receipt of a payment order shall be deemed to be the receipt by Us of the Settlement Amount in Cleared Funds and, where so agreed, the agreed date for execution of the payment to be

made under an Instruction. We will deliver electronic funds requested by You as follows: –

- (A) if the payment is to be delivered in euro or sterling in the EEA, payment will be delivered to the account of the Beneficiary's payment service provider by no later than the end of the Banking Day following the time of receipt by Us of the payment order;
- (B) if the payment is to be delivered in any currency other than the euro or sterling but in the EEA, the payment will be delivered to the account of the Beneficiary's payment service provider by no later than the end of the fourth Banking Day following the time of receipt by Us of the payment order;
- (C) payments to be delivered outside the EEA or in any non-EEA currency shall be processed and delivered by Us in accordance with Our standard processing times.

6.4 Where We receive funds from You or on Your behalf We shall segregate such funds to be pooled with those of Our other clients in a Designated Client Account until the funds are required in order to provide Services to You. We shall have no right or interest in such funds except in relation to monies due to Us, interest on such funds and any rights or security interests granted to Us, in respect of which We may from time to time withdraw funds from the Designated Client Account.

6.5 We may at Your request maintain funds in a Payment Account at Your risk (including as to fluctuations into the value of currency). Upon Your request in the absence of a valid Instruction We will convert the funds to Your home currency at then prevailing exchange rates and return them to You.

6.6 If You fail to deliver a Settlement Amount on time or in the event of the occurrence of one of the matters set out in Condition 5.2 above We shall have the right to suspend, cancel or terminate any Instruction or the Services without liability to You.

## **7 YOUR REPRESENTATIONS AND WARRANTIES**

7.1 Each time You submit an Instruction to Us You represent and warrant to Us that: –

- (A) You are using the Services solely for business or commercial purposes;
- (B) Services are not being used for investment or speculative purposes or for any illegal purpose;
- (C) any Instruction is binding upon and enforceable against You and is not in breach of any other agreement;
- (D) You are acting as principal not agent and have unencumbered legal title to all funds used in connection with the Services;
- (E) any individual giving an Instruction has authority and is duly authorised to act on Your behalf;
- (F) all information contained in an Instruction or otherwise supplied to Us is legible, complete, accurate, and not misleading.

## **8 YOUR OBLIGATIONS**

8.1 You agree to indemnify and hold Us harmless from any damages, losses, costs or expenses incurred by Us in connection with any Instruction unless such damages, losses, costs or expenses are caused by Our intentional misconduct or gross negligence.

8.2 You agree to indemnify and hold Us harmless from any damages, losses, costs or expenses incurred by Us arising out of or relating to any breach by You of any of Your obligations, representations or warranties to Us.

8.3 You agree to inform Us if You are a Micro-Enterprise at the time You first submit an Instruction and of any change in Your status while these Terms and Conditions are in force such that You become a Micro-Enterprise or cease to be a Micro-Enterprise.

8.4 This sub-Condition applies solely to the remittance of electronic funds transfer payments delivered by Us in euro, sterling or another currency of an EEA state within the EEA where You are a Micro-enterprise. It does not limit any liability or obligation of a Micro-Enterprise to Us arising in connection with FX Contracts. Provided that You have notified Us as soon as You are aware of an unauthorised or incorrectly executed payment transaction or claim, and in any case within 13 months of the circumstances that are alleged to have caused the incident giving rise to the unauthorised or incorrectly executed payment transaction or claim, should any payment be made by Us, pursuant to an Instruction which has not been authorised by You or an Authorised Representative or which was not correctly executed by Us, then We shall forthwith refund the amount of the payment (and where delivered to the Beneficiary in the currency of the payment so delivered), or at Your option re-execute the payment. Provided that You have not acted fraudulently and You have notified Us as above, You shall not be liable for any losses (excluding foreign exchange losses) incurred in respect of such unauthorised payment transaction which arise following such notification. You shall be liable to Us up to a maximum of €75<sup>1</sup> for any losses incurred by You or Us prior to such notification to Us, where You have failed to comply with any security requirements of submitting Instructions to Us. This does not limit Your liability for losses incurred in respect of an unauthorised payment transaction where You have acted fraudulently or have intentionally or with gross negligence breached these Terms and Conditions, failed to notify Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Services, or failed to take all reasonable steps in relation to any security requirements of submitting Instructions to Us.

## 9 EXCLUSION AND LIMITATION OF OUR LIABILITY

- 9.1 The Services are provided without any representation, warranty or condition, express or implied, to the maximum extent permitted by law.
- 9.2 We do not warrant any aspect of any underlying transaction in relation to an Instruction, including whether goods or services for which payment is being made comply with any contractual terms or as to payment generally.
- 9.3 We shall not be liable for any lost profits, lost opportunities, loss of reputation or goodwill, or any indirect, consequential or special damages arising from or related to the Services however arising, including in the case of negligence.
- 9.4 Under no circumstances shall Our liability to You or any third party for any damages or losses of any kind whatsoever exceed the sum of: –
- (A) the euro value of the relevant Contract; and
  - (B) the amount of any charges paid to Us in connection with the relevant Contract.
- 9.5 We will not be liable for any loss or damage, including consequential or indirect loss, injury or damage or lost anticipated savings caused for whatever reason or if We do not carry out Our obligations under a Contract due to an unforeseen event. This will include any situation outside Our reasonable control and any natural disaster, currency restrictions, exchange control, governmental or other legal or official requirements, act of God, war, terrorism, revolution, strike, industrial action or failure of computer, postal, communications or banking services.
- 9.6 We do not exclude Our liability for death or personal injury caused by Our negligence, or liability arising as a result of fraud by Us.
- 9.7 Any unauthorised or incorrectly executed payment transaction or any claim for damages or losses of any kind whatsoever arising hereunder must be notified to Us as soon as You are aware of such unauthorised or incorrectly executed payment transaction or claim, and in any case within 13 months of the circumstances that allegedly caused the incident giving rise to the unauthorised or incorrectly executed payment transaction or claim. Provided that such requirements have been met, should any payment be made by Us after receipt of such notification pursuant to an Instruction which has not been authorised by You or an Authorised Representative then We shall forthwith refund the amount of the payment (and where delivered to the Beneficiary in the currency of the payment so delivered), or at Your option re-execute the payment.
- 9.8 To the fullest extent permitted by law, unless You are a Micro-Enterprise, You hereby expressly opt-out of the application of Part 4 of the European Communities (Payment Services) Regulations 2009.
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9.9 To the fullest extent permitted by law, You also expressly opt-out of the application of Regulations 66(1), 68(4), 73, 75, 76, 77, 82 and 90 of the European Communities (Payment Services) Regulations 2009.

## **10 DISCLOSURE OF INFORMATION**

10.1 We may disclose to such persons as We think appropriate including to any Bibby Group Company and its financiers such information about You as We or they have.

10.2 We may disclose information about You in order to satisfy Our legal obligations or the request of any regulator, law enforcement agency, supervisory authority or court order. You confirm that You have given all necessary instructions to allow this and will provide such further information as We require.

## **11 OUR CHARGES**

11.1 You will pay Us the charges on the payment dates set out in the Transaction Confirmation.

11.2 You are responsible for remitting to the appropriate tax authority any taxes that may apply to any payments initiated in connection with the Services.

11.3 We shall retain any interest earned on any funds held by Us on Your behalf.

11.4 You must pay Us interest at 2.5% over EURIBOR on any unpaid Settlement Amount or other sums You owe to Us, compounded monthly and applicable after as well as before any judgment.

## **12 ELECTRONIC FACILITY**

12.1 We give You a non-exclusive personal licence to use the Electronic Facility on Your own computer equipment on terms We specify from time to time in relation to and while a Contract continues. We may alter, suspend or withdraw the Electronic Facility without notice or liability.

12.2 We may charge You for working on or giving You new Electronic Facility versions/updates because You incorrectly use versions/updates.

12.3 All Messages You send must be correct and complete, identify the sender and recipient and have verifiable authenticity. We may rely on any Message You appear to have sent.

12.4 We and You agree to:-

(A) tell the other at once if it believes there has been defect, fraud or security breach in or resulting from any Message or any breaking of Condition 12.4(C) and to co-operate in seeking a remedy as soon as possible;

(B) use all reasonable endeavours to ensure its computer system is virus free, Messages are properly stored and can only be accessed and retrieved by authorised persons and to tell the other at once if it believes that such obligations have been or may be broken;

(C) not tell anyone how the Electronic Facility works (including its security procedures), keep proper security systems for the Electronic Facility and accept all Messages as genuine and as if signed and physically delivered unless corrupted by a proven technical failure;

(D) if a Message is believed not to be intended for the recipient they will delete it (but not the record of its receipt) and tell the sender (and the other of You or Us) at once; and

(E) keep a record of all Messages in a form We require, hold this unchanged for 12 months after a Contract ends and provide it to the other when asked. Our record of Messages will be conclusive except for any obvious errors in it.

12.5 You accept that:-

(A) We can update information on the Electronic Facility at any time without liability to You;

- (B) We will not be liable for any delay by Us which is caused directly or indirectly by:-
- (i) any failure or fault of equipment, software, telephone line or other communication system (whether Ours or others);
  - (ii) any error or discrepancy in any Message We receive; or
  - (iii) any unforeseen event including one in Condition 9.5.

12.6 You will indemnify Us on demand for all losses, costs, expenses, lost expected savings and damaged goodwill arising from You sending or Us receiving a Message or Us relying on incorrect information in a Message or not receiving a Message from You.

### **13 TELEPHONE TRANSACTIONS**

13.1 You may submit Instructions by telephone to Us by quoting the security details required.

13.2 The conclusion of an Instruction on the telephone shall be a verbal contract between You Us and You will be bound to buy or sell the relevant currencies at the quoted exchange rate on and subject to these Terms and Conditions.

13.3 We may monitor and/or record all telephone calls.

### **14 ENDING AGREEMENT**

14.1 We may terminate these Terms and Conditions at once and/or cancel or reject any Instruction at any time upon notice, in the event of Your breach of these Terms and Conditions or the Standard Conditions, Your Insolvency, any regulatory non-compliance by You, or if We are so otherwise required to comply with applicable laws or regulations.

14.2 We may terminate these Terms and Conditions by two months' notice to You for any reason.

14.3 You may terminate these Terms and Conditions at any time upon providing notice to Us.

14.4 If a Contract or any of the Services We provide under it ends Our or Your rights or obligations which then exist (including Your obligation to pay any Settlement Amount or other sum owed to Us at the time of termination) will not be affected.

### **15 DATA PROTECTION**

15.1 This Condition applies to personal information about individuals.

15.2 You agree to Us and any Bibby Group Company storing and processing in any way information about You to carry out certain activities. Such activities are administration, service and product development, training, marketing, credit and financial assessment, market and product analysis, preparing statistics, protecting interests, insurance claims, audit, preventing fraud and money laundering and operating a Contract including making payments and recovering monies in relation to it. You accept that information may be passed by Us and any Bibby Group Company to persons based outside the European Economic Area where data protection laws may be less demanding than those in Ireland.

15.3 We may search Your record kept by a Credit Agency including to check any Instruction by You to Us. Others making searches will see details of Our searches and We and others may use searches to prevent fraud or money laundering or make credit decisions about You. If You give or are involved in Us being given inaccurate information and We suspect fraud, We may record this with a Credit Agency. Such information, and information referred to in Condition 15.4(A) below, may be shared with other organisations.

15.4 We may give information about You, a Contract and its performance to:-

- (A) a Credit Agency, for it and others searching its records to use to help make decisions about You, Your associated businesses or household's members;
- (B) services providers (including Our or Your insurers for underwriting or claims purposes (who may pass it to persons they deal with and to users of their services and give Us information and personal data from their own

sources)), to help them carry out their services;

- (C) legal and tax advisers, to help provide their services;
- (D) bankers, financiers or other advisers acting for Us or You, so that they can carry out their services to Us or You;
- (E) any person to whom We may wish to transfer or Our rights and obligations (or either) under a Contract, or from who You may wish to obtain a facility, to make such transfer or facility possible;
- (F) any Bibby Group Company, to assess Your financial position or consider offering other facilities to You;
- (G) any person appointed to deal with, or adjudicate on, any enquiry or complaint made by You in relation to the Services provided or to be provided by Us to You under a Contract or otherwise or to resolve any dispute between You and Us; and
- (H) any person We are allowed or required to do so by law.

15.5 If You do not wish Us or other Bibby Group Companies to contact You about services for market research or of possible interest to You please tell Our Risk and Compliance Manager (details in Condition 15.7). We will not pass information about You to others for direct marketing.

15.6 We may monitor and/or record Your phone calls to Us for training or security purposes. Such recordings belong to Us.

15.7 If You want details of the Credit Agencies and other persons described in this Condition 15, please contact the Risk and Compliance Manager at Jubilee House, 3 The Drive, Brentwood, Essex CM13 3FR, telephone 0800 919592 or such other address or telephone number as We tell You. You have a right to a copy of the information We hold about You if You write to such Officer. A fee will be payable.

## 16 ASSIGNMENT

16.1 You cannot transfer, delegate, novate, create any other interest over or otherwise deal with Your rights or obligations under a Contract unless We consent (by letter).

16.2 You consent to Us transferring, delegating, novating, creating any Other Interest over or otherwise dealing with Our rights and obligations under a Contract. We may disclose a Contract and any information relating to it to any person with whom We have done or propose doing anything described in this Condition and any party involved in this. This will include Our financiers and any security trustee, agent or finance arranger involved in any financing which relates to a Contract, Our business or that of any Bibby Group Company.

## 17 SERVICE OF NOTICES

17.1 Any notice or demand on You by Us will be validly served if:-

- (A) personally delivered to You or any of Your officers, members or partners and taking effect when delivered;
- (B) posted or sent by fax or e-mail to Your service Address or such other Irish address You tell Us about (by letter) for the purpose of this Condition; taking effect (if posted) no later than 10am on the next Working Day after being posted and (if faxed or sent by e-mail) when sent.

17.2 Notice by You to Us must be by letter sent to Us by recorded delivery post. It will be effective at the time it is recorded as received by Us at Our registered office.

## 18 MISCELLANEOUS

18.1 Subject to Condition 18.2, We may alter the Terms and Conditions at any time by making such altered Terms and Conditions available on Our Website or, if We choose, posting a copy of them to You. Such altered Terms and Conditions will take effect on being made so available or being posted (as appropriate). You are obliged to check Our Website regularly for any variations to the Terms and Conditions made available there.

- 18.2 If You are a Micro-Enterprise, We may amend these Terms and Conditions in relation to payment services by giving You two months' written notice which You are deemed to have accepted unless You notify Us to the contrary, in which case You have the right to terminate these Terms and Conditions immediately without charge, subject to Condition 14.4 above.
- 18.3 All payments due from You under a Contract will be made when due without deduction, withholding or set off. If any deduction or withholding is required by law, You will increase Your payment to Us so that We receive the full amount due before such deduction or withholding.
- 18.4 Any failure or delay by Us at any time or times to require You to perform any provision of a Contract will not affect Our right to enforce it at a later time.
- 18.5 If You owe Us any amount (whether actually, potentially or conditionally) in a currency other than that of the account to which it is to be debited or accounts held in different currencies are to be combined We may use the middle spot rate of exchange quoted by Our bankers in London at the time of debit or combination.
- 18.6 Save that any Bibby Group Company with whom You have a finance facility is entitled to the benefit of a Contract and these Terms and Conditions, only a party to a Contract may enforce it.
- 18.7 You agree that these Terms and Conditions are reasonable but that if any part is found to be invalid no other part will be affected.
- 18.8 These Terms and Conditions contains all the terms We have agreed with You to the exclusion of any agreement, representation or statement made by Us before it was made. You agree that You have not relied on any representation, understanding or agreement (written or oral) not set out in these Terms and Conditions. Nothing in these Terms and Conditions excludes liability for fraud. If We have been introduced to You by a third party We have no responsibility for Your dealings with that third party even though We may pay a commission to them.
- 18.9 If you have a complaint about our Services please raise it in writing to Our Risk and Compliance Manager at Jubilee House, 3 The Drive, Brentwood, Essex CM13 3FR. If Your complaint relates to payment services and You are not satisfied with Our response You may contact The Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, Ireland.
- 18.10 These Terms and Conditions, and any non-contractual obligations arising out of or in connection with them, will be governed and interpreted by Irish Law<sup>2</sup>. You agree that You will only use the Irish courts for any claims relating to these Terms and Conditions or any such obligations. We may use the courts of another jurisdiction if We choose.

## 19 DEFINITIONS

19.1 The words set out below will have the meanings set out after them:-

<b>“Authorised User”</b>	Any individual authorised or apparently authorised by You to access the Electronic Facility and/or to submit Instructions on Your behalf;
<b>“Beneficiary”</b>	A Payee or, where You have directed that payment be delivered to You, You;
<b>“Cleared Funds”</b>	Funds received by Us in respect of the Services which can no longer be recalled by the payment provider or financial institution from which the funds are sent under the terms of the applicable payment system;
<b>“Contract”</b>	A contract between Us and You for the provision of Services pursuant to an Instruction on these Terms and Conditions;
<b>“Designated Client Account”</b>	A bank account established and maintained by Us with an FCA authorised Bank for the sole purpose of safeguarding funds held on behalf of Our clients which is held separately from any other funds held by Us and as to which no person, including Us shall have any right over or interest in such client funds except to the extent permitted in Condition 6.4;



<b>“EEA”</b>	The European Economic Area;
<b>“Electronic Facility”</b>	The information link between You and Us available through Our computer system;
<b>“Forward Contract”</b>	A binding Contract in which You agree to purchase from or sell to Us a specific amount of funds in one currency and to settle, on an agreed future date, in funds in another currency;
<b>“FX Contract”</b>	A Contract for the sale, purchase and/or delivery of currency;
<b>“Instruction”</b>	An instruction by You for Us to provide Services;
<b>“Margin Call”</b>	An additional security payment(s) required by Us in connection with a Forward Contract;
<b>“Message”</b>	Any data sent using the Electronic Facility;
<b>“Micro-Enterprise”</b>	Any entity, irrespective of legal form, which at the time of entering into these Terms and Conditions: (a) has a balance sheet reflecting a net worth of less than, or generates net turnover per annum of less than, two million (2,000,000) euros; and (b) employs fewer than 10 full-time employees;
<b>“Payee”</b>	Any third party to which You or an Authorised User instructs Us to deliver a payment;
<b>“Payment Account”</b>	Funds held temporarily by Us for the benefit and on behalf of and for the convenience of You pending receipt from You or an Authorised User of an Instruction, including Payee designation;
<b>“Services”</b>	The entering into of FX Contracts including Forward Contracts, the making of payments by electronic means, the use of the Electronic Facility, the debiting and/or crediting of Your bank account and any other payment, or related, services provided by Us in accordance with Your Instruction;
<b>“Settlement Amount”</b>	The total amount, including the cost of currency acquisition as well as any fees and charges, You owe to Us;
<b>“Terms Conditions”</b>	These Terms and Conditions as amended from time to time;
<b>“Transaction Confirmation”</b>	A notification from Us that includes a unique number and other relevant details related to an Instruction.
<b>“Us”,</b>	Bibby Foreign Exchange Limited; <b>and</b>  <b>“We”, “Our”</b> will be read in line with this;

19.2 Any reference in these Terms and Conditions to:-

- (A) a statutory provision includes any amendment, replacement or re-enactment, consolidation or extension of it;
- (B) a person includes an individual, company, LLP, unlimited partnership, organisation or trust (whether or not with a separate legal personality) and any other legal person;
- (C) the singular includes the plural and vice versa and any reference to any gender includes any other gender;
- (D) a “month” is to a period of time beginning at midnight on one day in a Month and ending at midnight on the day before the numerically corresponding day in the next Month. If the day on which the period would end is not a Working Day it will end at midnight on the preceding Working Day. If the period starts on the last Working Day in a Month or there is no numerically corresponding date in the Month in which it ends that period will end at midnight on the last Working Day in that later Month;
- (E) We, Us and Our includes Our successors and assignees.

19.3 The meaning of general words introduced by the word "other" are not limited by any word before it or which indicates a particular class of acts, matters or things. The expression "including" means "including without limitation".

19.4 Any right or choice We have in a Contract may be exercised as We choose in Our absolute discretion.

19.5 We may do anything You should do under a Contract instead of You and any monies We incur in doing so will be

recoverable by Us from You under the Contract.

- 19.6 Where in any place outside Ireland the meaning of a word or expression used in These Terms and Conditions is to be decided and such word or expression has no counterpart in that place, it will, unless the context otherwise requires, have the meaning of its closest equivalent in that place.