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MOTOR LEGAL PROTECTION

Silver Policy Wording Schedule

Important Information

This is the policy wording for Silver Motor Legal Protection from Best Price FS. It includes everything you need to know about this cover.

This document should be kept in a safe place as you will need to refer to it in the event of an accident.

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

Best Price Silver Motor protection is designed to help you if a motor accident was not your fault and you have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under your motor insurance policy.

Helpline service

Legal advice service Call 0344 893 5736

We will provide an **insured person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.

To help **us** check and improve **our** service standards, **we** record all calls. When phoning, please tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy.

We cannot accept responsibility if the legal advice helpline service is unavailable for reasons we cannot control.



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The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative	The preferred law firm , law firm or other suitably qualified person we will appoint to act on an insured person's behalf.
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p>
countries covered	<p>For insured incident 1 Uninsured loss recovery The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For all other insured incidents England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).
insured person	You , and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.
insured vehicle	The motor vehicle(s) an insured person is insured to drive. It also includes any caravan or trailer attached to the vehicle(s).
motor claims centre	This centre carries out recovery, hire and repair services and deals with the administration of your claim. These services are provided by DAS Law Limited on our behalf.

period of insurance

The period for which **we** have agreed to cover **you**.

preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with our agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

reasonable prospects

The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

uninsured losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

vehicle hire costs

The cost of hiring a replacement vehicle within the **countries covered** for one continuous period **we** agree to. This cost includes motor insurance for the vehicle.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (the policyholder).

Welcome to DAS

This Motor Legal Protection policy is provided by **DAS**, Europe's leading legal expenses insurer. If **you** are involved in a motor accident or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. The handling of **your** claim, via the **motor claims centre**, is provided by DAS Law Limited on behalf of **DAS**.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our Motor Claims Centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing **your** vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If **you** are prosecuted for an alleged motor offence, **we** will appoint a lawyer to defend **you** in a criminal prosecution.

If the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a hire vehicle until the **insured vehicle** can be repaired. **We** will do so only if **you** meet the hire company's terms and conditions of hire. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases, **we** will try to provide an alternative replacement vehicle. If this is not possible, **we** will still seek to recover **your** uninsured losses for the loss of use of the **insured vehicle**. Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

We can also provide a range of recovery services for the **insured vehicle** after an accident. In certain circumstances, **we** can arrange for the **insured vehicle** to be repaired after recovery.

When you need to make a claim

Phone **us** on **0344 893 5736** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers.

If **you** are calling outside of the UK, please phone us on **+ 44 2920 857274**

If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on **0344 893 5736**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

Please do not ask for help from a lawyer or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274. Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited,
North Quay, Temple Back, Bristol BS1 6FL

Registered in England and Wales, number 5417859. Website: **www.daslaw.co.uk**

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Legal protection: our agreement

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. the date of the **insured incident**, or the date of the motor offence an **insured person** is alleged to have committed, is during the **period of insurance**. If there is more than one offence arising at different times, the relevant date is the date an **insured person** began, or is alleged to have begun, to break the law.
2. **reasonable prospects** exist for the duration of the claim
3. the most we will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm**
4. in respect of an appeal or the defence of an appeal, the **insured person** must tell us within the time limits allowed that they want to appeal. Before we pay the **costs and expenses** for appeals, we must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **costs and expenses** is the value of the likely award.
6. any legal proceedings will be dealt with by a court, or other body which we agree to, within the **countries covered**
7. the insured incident or, for motor offences, the alleged offence, happens within the **countries covered**, and
8. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is:
 - (i) £100,000 for **insured incident 1 Uninsured Loss Recovery** and **Insured Incident 4 Motor Prosecution Defence**
 - (ii) 14 days' **vehicle hire costs** for **Insured Incident 3 Replacement vehicle hire following theft, fire, vandalism or a fault accident**
9. In the event of a claim under **Insured Incidents 1 Uninsured Loss Recovery** and **4 Motor Prosecution Defence**, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by us.

Insured incidents

1 Uninsured loss recovery

What we will pay

We will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred to recover **uninsured losses** after an event which causes:

- (a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the **insured vehicle**; and/or
- (b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

2 Replacement hire vehicle following a non-fault accident

What we will pay

If the **insured vehicle** is left undrivable following an accident that was entirely another person's fault, **we will pay your vehicle hire costs** until the **insured vehicle** becomes available to use again.

Provided that:

- i. If the incident is covered by **your** motor insurance, **you** must have reported it to **your** motor insurer.
- ii. If a criminal act has been committed, **you** must have reported the incident to the Police and **you** must provide **us** with the crime reference number.
- iii. **You** must tell **us** as soon as **your vehicle** becomes available for **you** to drive again
- iv. **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name where possible and any costs recovered must be paid to **us**.
- v. **We** will choose the vehicle hire company and the type of vehicle to be hired and will aim to provide a comparable replacement vehicle. There may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases, **we** will try to provide an alternative replacement vehicle. If this is not possible, **we** will still seek to recover **your uninsured losses** for the loss of use of the **insured vehicle**.
- vi. **You** must accept the terms and conditions of the vehicle hire company **we** choose and **you** must follow any conditions of hire.
- vii. Hire vehicles will be delivered between 9am and 5pm Monday to Saturday, including public and bank holidays.
- viii. **You** will be responsible for paying an excess to the vehicle hire company if the hire vehicle is damaged during the hire period. **You** can avoid paying the excess if **you** pay the vehicle hire company an insurance premium. The premium will depend on how long **you** keep the vehicle. **You** will be told the amount of the excess and insurance premium before **you** agree to hire the vehicle
- ix. **We** will decide how long a vehicle can be hired for.

What we will not pay:

Vehicle hire costs when **you** make **your** own arrangements for vehicle hire after an **insured incident**.

3 Replacement vehicle hire following theft, fire, vandalism or a fault accident

What we will pay

If the **insured vehicle** is left undrivable following a theft, attempted theft, fire, vandalism or accidental damage, **we will pay your vehicle hire costs** for up to 14 days or until the **insured vehicle** becomes available to use again if this is sooner.

Provided that:

- i. If the incident is covered by **your** motor insurance, **you** must have reported it to **your** motor insurer.
- ii. If a criminal act has been committed, **you** must have reported the incident to the Police and **you** must provide **us** with the crime reference number.
- iii. **You** must tell **us** as soon as **your vehicle** becomes available for **you** to drive again
- iv. **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name where possible and any costs recovered must be paid to **us**.

- v. **We** will choose the vehicle hire company and will provide a Category A hire vehicle for the duration of **your** claim.
- vi. **You** must accept the terms and conditions of the vehicle hire company **we** choose and **you** must follow any conditions of hire.
- vii. Hire vehicles will be delivered between 9am and 5pm Monday to Saturday, including public and bank holidays.
- viii. **You** will be responsible for paying an excess to the vehicle hire company if the hire vehicle is damaged during the hire period. **You** can avoid paying the excess if **you** pay the vehicle hire company an insurance premium. The premium will depend on how long **you** keep the vehicle. **You** will be told the amount of the excess and insurance premium before **you** agree to hire the vehicle.
- ix. **We** will decide how long a vehicle can be hired for.

What we will not pay:

Vehicle hire costs when **you** make **your** own arrangements for vehicle hire after an **insured incident**.

4 Motor Prosecution Defence

What we will pay

We will pay an **appointed representative costs and expenses** to defend **your** legal rights:

- a. if **you** are prosecuted for any of the following motoring offences that may lead to **you** being immediately disqualified from driving.

Offence Category	Codes	
Accident Offences	AC	This includes prosecutions for 12 or more penalty points under the 'totting-up' rules.
Careless driving (except relating to drink, drugs, or causing death)	CD10-30	
Construction and use (eg. using a vehicle with defective brakes)	CU	[Motoring offences are divided into categories, which all have two-letter codes. For most categories we cover or exclude every offence in that category. For careless driving (CD) the table gives the numbers of the offences we cover or exclude.]
Miscellaneous offences	MS	
Motorway offences	MW	
Pedestrian crossings	PC	
Speed limits	SP	
Traffic direction and signs	TS	

- b. in an appeal if **you** are convicted after **we** have defended **your** claim under section (a) above.

Provided that:

You tell us:

- a. within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if **you** are notified of a prosecution any other way
- b. if **you** receive any points after taking out this policy for an offence committed before the start of the **period of insurance**. **We** may ask **you** to pay an additional premium or **we** may cancel **your** policy and refund the premium
- c. if **you** are convicted of any of the excluded offences listed below. If **you** are convicted of one of these offences, cover will end and **we** will cancel **your** policy and refund **your** premium proportionately. Apart from these circumstances, **you** do not have to tell **us** if **you** are charged or convicted of an offence, unless **you** want to make a claim or are renewing **your** policy

What we will not pay

1. A claim where **you** have been charged with one of the following offences: driving while disqualified, dangerous driving, driving under the influence of alcohol or drugs, an insurance or licence offence, causing death, theft, or unauthorised taking. This includes claims where **you** are found not guilty or charged with one of these offences but convicted of a lesser offence.

Offence Category

Disqualified driver

Careless driving offences related to drink or drugs

Causing death by careless driving

Dangerous driving

Drink or drugs

Insurance offences

Licence offences

Theft or unauthorised taking, including theft or taking offences that do not lead to penalty points, and so do not have a code

Codes

BA

CD40-70

CD80-90

DD

DR

IN

LC

UT

2. Challenging a fixed penalty notice.
3. Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

Policy exclusions

We will not pay for the following:

1. Late reported claims

A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2. Costs we have not agreed

Costs and expenses or **vehicle hire costs** incurred before **our** acceptance of a claim. If **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

4. Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.

5. Contractual disputes

Any claim relating to a contract involving the **insured vehicle**.

6. Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.

7. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

8. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

9. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

(c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000

(d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

10. Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

Policy conditions

1. An insured person's legal representation

(a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.

(b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.

(c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.

(d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. An insured person's responsibilities

(a) An **insured person** must co-operate fully with **us** and the **appointed representative**.

(b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

3. Offers to settle a claim

(a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without our written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.

(c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

4. Assessing and recovering costs

(a) An **insured person** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if **we** ask for this.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

7. Expert opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

An insured person must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Offences

You must tell **us** if:

- (a) **you** receive any points after taking out this policy for an offence committed before the start of the **period of insurance**. **We** may ask **you** to pay an additional premium or **we** may cancel **your** policy and refund the premium
- (b) **you** are convicted of any of the offences excluded under **Policy exclusions 1** (also listed at the end of this policy). If **you** are convicted of one of these offences, cover will end and **we** will cancel **your** policy and refund **your** premium proportionately.

Apart from these circumstances, **you** do not have to tell **us** if **you** are charged or convicted of an offence, unless **you** want to make a claim or are renewing **your** policy.

11. Cancelling the policy

(a) **You** can cancel this policy within 14 days of taking it out. Subject to no claims made and the Legal Services Advice lines not having been used **we** will give a full refund of premium. No refund will be given when cover has been in force for a period exceeding 14 days.

(b) **We** can cancel this policy at any time as long as **we** give you 14 days' notice. If **we** do this **we** will refund your premium proportionately.



12. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

(a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or

(b) a false declaration or statement is made in support of a claim.

13. Claims under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

14. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

15. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address below.

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** **DAS** Head Office address below.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones).

Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

DAS Head and Registered Office address

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Registered in England and Wales, number 103274.