

If you want to have these Terms of Business and General Data Protection Regulations 2016 as incorporated into the Data Protection Act 2018 Notice in large print or you have any queries on them, please telephone Donna Clarke on 01202 882456

DIBBENS SOLICITORS TERMS AND CONDITIONS OF BUSINESS

OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

OUR HOURS OF BUSINESS

The normal hours of opening are between 9.00am and 5.00pm on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

PEOPLE RESPONSIBLE FOR YOUR WORK

The people responsible for dealing with your work will be referred to in our opening correspondence with you. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

CHARGES AND EXPENSES

- Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf but please see further factors set out below. This will include meetings with you and perhaps others, reading and working on papers, telephone calls, correspondence, including emails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us. Such work will be charged to you at hourly rates not exceeding those set out below.
- Routine letters are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units and considering routine incoming letters as 6 minute units.
- The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%

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| Partners, Consultants, Associates and Senior Solicitors | £325 |
| Other Solicitors | £295 |
| Fellows of Inst. of Legal Executive and Senior Executives | £295 |
| Conveyancing Executives, Probate Executives, | £255 |
| Family Executives and LPA Executives | £255 |
| Trainee Solicitors | £215 |
| Secretaries | £215 |

- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed in autumn each year but may be reviewed at other times. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'. We will require a payment in advance from you in respect of any disbursements payable on your transactions.
- If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred on a time spent basis at the above rates.

PAYMENT ARRANGEMENTS

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion; on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.
- Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Barclays Bank Plc's base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.
- The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- We do not accept payments to us in cash in excess of £3000.00 Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party. We usually make payment by cheque unless you request us to make payment by Chaps bank transfer. A fee is payable for this service.
- As from the 18th July 2018 we accept most UK main stream credit and debit card payments for the payment of our legal services or payments on account for disbursements such as conveyancing searches, counsels fees and court fees in relation to a matter we are currently acting on.

If you are unsure as to whether your card will be accepted please check first before relying on this form of payment.

TRANSFERRING MONEY TO OUR BANK ACCOUNT

- We are happy to accept personal cheques drawn on your own bank account but please remember that a cheque takes six working days before it becomes cleared funds in our Bank Account.
- For larger sums it maybe more convenient and timely to send this by way of electronic transfer and the preferred method is by CHAPS payment. This is a payment which you initiate in person with your Bank for same day transfer to us.
- If you send us electronic funds by internet banking this causes us administrative problems in identifying the payment due to the manner in which the transfer is initiated through the banking system and the lack of information supplied to us with the payment.
- In respect of any payment made to us you will be asked to provide details of the account from which the payment is being made and as appropriate to clarify the source of funds. This will assist us in complying with the regulatory obligations put upon us.

- In view of the increased risk of fraud and cybercrime, in order to protect you and us whenever you are asked to send us funds by electronic payment we will provide you with details in written form and never verbally. When you receive written details of our Bank Account into which you are asked to make a payment please first contact those of us dealing with your transaction to advise that you are going to make the payment so that we can cross check the banking information with you before the funds are sent. We may ask you security questions. We will not accept responsibility for misdirected funds.

OTHER PARTIES' CHARGES AND EXPENSES

- In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

INTEREST PAYMENT

- Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time, interest will be calculated and paid to you in accordance with our Client Interest Payment Policy at the rate from time to time payable on Barclays Bank Plc's *Every day saver account subject to the Firm itself being paid interest on Client Account money generally*. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) or electronic bank payment(s) from our Client Account.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 6 working days prior to the completion date. If the money can be sent by CHAPS or BACS payment, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the CHAPS or BACS payment.

STORAGE OF PAPERS AND DOCUMENTS

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 6 years unless your file relates to the preparation of a will in which case we will keep your file until the date of your death or your 110th birthday whichever happens first. We might otherwise keep your file for as long as necessary to enable us to comply with statutory regulatory or professional purposes. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the secretaries' hourly rate for producing stored papers or documents to

you or another at your request. We may also charge for reading, correspondence, or other work necessary to comply with your instructions charged at the appropriate fee earner rate.

Further, there is information relating to your matter which we keep electronically as an additional element of the work which we have undertaken for you. We may retain this for all of the above reasons and for the convenience of undertaking future work for you where there may be repeat instructions relating to work already undertaken. We will keep this for as long as we deem appropriate or alternatively you specifically ask us to destroy it. However, it will be kept for a minimum of 6 years to support any hard copy file which we are holding.

FINANCIAL SERVICES AND INSURANCE CONTRACTS

- If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.
- The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints- handling arm of the Law Society. If you are unhappy with any insurance advice or investment advice you receive from us, you should raise your concerns with either of those bodies.

TERMINATION

- You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

LIMITED COMPANIES

- When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

TAX, PLANNING AND PROPERTY ADVICE

- Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.
- We will not advise you on the planning implications of any proposed purchase unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the 'local search'.
- It is not our responsibility to carry out a physical inspection of the property, but if you wish us to do this for any reason please make a specific request. We shall not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search.

IDENTITY, DISCLOSURE AND CONFIDENTIALITY REQUIREMENTS

- We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. We are now moving towards electronic verification of Identity and address and will be working with a third-party company called Thirdfort.
- Thirdfort provides a secure application-based (App) product that allows our clients to remotely verify their identity, taking away the need for you to send original Identification (ID) into our office. The App is available on both smartphones and tablets and should take no longer than 3-4 minutes to complete.
- You will receive a text message invitation to download and complete your ID checks. If you would like to receive an information sheet which Thirdfort have prepared about using the App please let us know and we will arrange for this to be emailed to you. You can also contact Thirdfort direct for support help@thirdfort.com or 0161 768 0083.
- We are subject to the General Data Protection Regulations 2016 and accompanying these Terms of Business is our General Data Notice explaining these regulations in more detail and your agreement to our using your data in connection with the legal business you are instructing us to act upon. Without your agreement we will not be able to undertake the required legal services for you.
- By signing these terms and conditions of business and the Privacy Notice you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.
- Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take. *To the extent necessary to enable us to comply with these requirements you waive your right of confidentiality. This waiver extends to any report made, document produced or information disclosed to the National Crime Agency in good faith pursuant to these instructions, even though it may subsequently transpire that we were mistaken in our belief that there was cause for concern.*
- Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always obtain a confidentiality agreement with the third party and otherwise an agreement which complies with the requirements of the General Data Protection Regulations.
- Due to our professional rules, insurance obligations or conduct of your file it may become necessary to communicate with the Firm's advisers, including their Solicitors, Insurers and Auditors which may involve the disclosure of privileged and/or confidential client information. Information from your file may therefore be made available in such circumstances.

COMMUNICATION BETWEEN YOU AND US

- Our aim is to offer all our clients an efficient and effective service at all times. Our clients are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service or our fees with which you are unhappy, please raise your concern in the first place with the fee earner responsible for your matter. If you still have queries or concerns, please contact Tony Mellows to whom any final difficulty can be reported and we shall then provide you with a copy of our written complaints procedure. If the complaint is against Tony Mellows please refer to Lucy Craig. Ordinarily if we have not satisfactorily resolved your complaint within 8 weeks of your complaint to us you may refer your complaint to the Legal Ombudsman at PO Box 6167, Slough SL1 0EH or Telephone 03005550333 or e-mail enquiries@legalombudsman.org.uk to consider the complaint. If in our written response we have provided you with an explanation that the Legal Ombudsman is available if you remain dissatisfied, together with full contact details and a warning that you must refer the complaint to the

Legal Ombudsman within six months then you must make your complaint within six months of our written response. In other circumstances the time limits for the Legal Ombudsman expecting a complaint are (1) one year from the date of act/omission or (2) one year from when the complainant realising there was a concern. The Legal Ombudsman will not accept complaints where the act or date of awareness were before 6th October 2010.

- We will aim to communicate with you by such a method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

GENERAL DATA PROTECTION REGULATIONS

- The General Data Protection Regulations require us to advise you that your particulars are held on our database.
- We use the information you provide primarily for the provision of legal services to you and for related purposes including:
 - Updating and enhancing client records
 - Analysis to help us manage our practice
 - Statutory returns
 - Legal and regulatory compliance

Our use of that information is subject to your instructions, the General Data Protection Regulations and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under the General Data Protection Regulations to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Please also see the section below General Data Protection Regulations 2016 Notice.

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

- Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without charge, within 14 days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, letter or fax to the person named in the opening correspondence as being responsible for your work.

PROFESSIONAL INDEMNITY INSURANCE

Clients have the benefit of our compulsory professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurer is Endurance Worldwide Insurance Limited, 1st Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB.

Our Policy Number is: LPI300463908

- Territorial coverage is worldwide. Insurance is maintained and monitored in accordance with the rules of the Solicitors Regulation Authority.

VALUE ADDED TAX

- The Firms VAT number is 185 660928

SOLICITORS REGULATION AUTHORITY

- We are regulated by the SRA which sets standards of client care and practice, deals with matters of conduct and discipline and administers the compensation fund. This entails various protections and remedies for clients which do not affect any other remedies which may be available by statute or common law in the event of poor service, negligence or criminal conduct by Solicitors. You can access the Authority's rules at www.sra.org.uk/solicitors/standards-regulations-resources/

TERMS AND CONDITIONS OF BUSINESS

- Unless otherwise agreed, and subject to the application of the then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.

EQUALITY AND DIVERSITY

The firm has a Policy on Equality and Diversity a copy of which is available on request.

GENERAL DATA PROTECTION ACT NOTICE

The original General Data Protection Regulations issued by the EU came into force on the 25th May 2018. These Regulations have subsequently been incorporated into the General Data Protection Act 2018 as subsequently updated and varied by the UK Government through further Regulations.

This notice tells you about the information we collect from you when you use our services. In collecting this information, we are acting as a data controller and, by law, we are required to provide you with information about us, about why and how we use your data, and about the rights you have over your data.

Who are we?

We are Dibbens Solicitors. Our address is 3 West Borough, Wimborne, Dorset, BH21 1LU. You can contact us by post at the above address, by email at wimborne@dibbens.co.uk or by telephone on 01202 882456.

Any enquiries about our use of your personal data should be addressed to Tony Mellows the person responsible for Data Protection for the firm at the address above.

When you instruct us to act on your behalf

When you instruct us to act for you (and for example where you are also a beneficiary in respect of an estate or a trust), we ask you to complete a client details form which asks for your name, maiden name (if applicable), address, contact telephone and fax numbers, email addresses, date of birth, national insurance number, place of birth, surname at birth, occupation, nationality, marital status and wealth along with your mother's maiden name and your first school. If you are the officer of a Company or Business organisation we ask for similar information related to a Company and of its principal officers. If you are simply a beneficiary we ask for evidence of your identity.

We use this information to act on your behalf in the matter on which you have instructed us. We will do this based on our performance of the contract, compliance with a legal obligation, in connection with your vital interests, a lawful and legitimate interest in providing our services to you as our client.

Your data is stored and processed on our management and accounting system, computers, paper files and records.

We will request data from you at the commencement of your instructions and through the course of the work which we undertake to enable us to provide you with the services that you have requested from us.

Whilst much of the data that we request will be stored on our own systems in order to carry out the service you have requested we may pass your data to third parties in the course of the transaction in order to enable the work to be concluded. Typically this might be your name address and sufficient personal information to enable parties to communicate or contract with each other or provide details to statutory or regulatory bodies. It might also include communicating with others to provide specialist advice or additional services in support of the work which you have requested us to undertake or to comply with our regulators requirements.

In transactional work we may pass information about the progress of the transaction to those directly involved in the matter in order to keep them informed of progress. For example in property related work how the chain is proceeding. We also refer to this in our general Terms of Business.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always obtain a confidentiality agreement with the third party and otherwise an agreement which complies with the requirements of the General Data Protection Regulations.

Due to our professional rules, insurance obligations or conduct of your file it may become necessary to communicate with the Firm's advisers, including their Solicitors, Insurers and Auditors which may involve the

disclosure of privileged and/or confidential client information. Information from your file may therefore be made available in such circumstances.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns Legal and regulatory compliance

We are entitled to retain it under the contract for our services.

Marketing

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

We do not use the information you provide to make any automated decisions that might affect you and nor do we pass the information to anyone other than directly involved in the service you have asked us to carry out for you.

File Closing

When the matter is completed we close the file and it is securely archived and kept for up to seven years. After this time we will destroy it unless you are instructing us in connection with the preparation of your will in which case we will keep your file until we are notified of your death or until your 110th birthday. Destruction of old files usually takes place from 6 years after the end of the calendar year in which your file is closed.

We may however still retain on our management system your name and contact details and the description heading of the work we undertook, which will be retained indefinitely.

Your rights as a data subject

By law, you can ask us what information we hold about you, and you can ask us to correct it if it is inaccurate. If we have asked for your consent to process your personal data, you may withdraw that consent at any time.

If we are processing your personal data for reasons of consent or to fulfil a contract, you can ask us to give you a copy of the information in a machine-readable format so that you can transfer it to another provider.

If we are processing your personal data for reasons of consent or legitimate interest, you can request that your data be erased. In the majority of circumstances relating to legal services we will be processing your personal data for the purposes of the contract which we have entered into with you and your data will not be erased.

You have the right to ask us to stop using your information for a period of time if you believe we are not doing so lawfully.

To submit a request regarding your personal data by email, post or telephone, please use the contact information provided above in the **Who Are We** section of this letter.

Your right to complain

If you have a complaint about our use of your information, we would prefer you to contact us directly in the first instance so that we can address your complaint. However, you can also contact the Information Commissioner's Office via their website at www.ico.org.uk/concerns or write to them at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Updates to this privacy policy

We regularly review and, if appropriate, update our privacy policy from time to time, and as our services and use of personal data evolves. If we want to make use of your personal data in a way that we haven't previously identified, we will contact you to provide information about this and, if necessary, to ask for your consent.

Agreement

Please let us have your agreement to the use of your data in connection with the services that we provide to you or in connection with your capacity as a beneficiary by signing and completing the reply slip enclosed and return this to us with the other documents we have requested from you.