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“Understanding Repo and the GMRA” (2 nd Edition) (April 2017)		
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If you have any queries, please contact Estelle Bloom at Ashurst LLP on +44 (20) 7859 1135.		
THANK YOU		
Thank you for your order, we hope that you enjoy your Book(s)! Christopher Georgiou (Apollo Legal) and Jonathan Haines (Ashurst LLP)		

APOLLO LEGAL CONSULTANCY LTD

**TERMS AND CONDITIONS FOR THE SUPPLY OF THE BOOK “UNDERSTANDING REPO AND THE GMRA
(2ND EDITION)” (THE “BOOK”)**

1. THESE TERMS

These are the terms and conditions on which we will supply the Book to you. Please read these terms carefully before you submit your order to us as they contain important information about your rights and our obligations. References to the “Book” include all Books which are the subject of your order.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Apollo Legal Consultancy Ltd, trading as Apollo Legal, a company registered in England and Wales. Our company registration number is 09872585 and our registered office is at 2nd Floor, 45 Grosvenor Road, St Albans, Hertfordshire, AL1 3AW. Our VAT registration number is 252 8654 86.

2.2 **How to contact us.** You can contact us in relation to the Book by emailing estelle.bloom@ashurst.com or repobook@apollolegal.co.uk or by telephoning Estelle Bloom at Ashurst LLP on +44 20 7859 1135.

2.3 **How we may contact you.** If we have to contact you we will do so using the contact details you provided to us in your order.

2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we invoice you following your order, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Book. This might be because the Book is out of stock or because we are unable to deliver the Book to you.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is on your invoice when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order. Please quote your order number as the reference for your payment of our invoice.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Book and the timing of delivery. If we cannot make the change or the consequences of making the change are unacceptable to you, you may cancel your order.

5. OUR RIGHTS TO MAKE CHANGES

We reserve the right to change or update these terms from time to time without notice to you, provided that if we do so after you have made an order but before we have invoiced you for that order, we will contact you to inform you of the changes and you may then contact us to cancel your order before the changes take effect.

6. DELIVERY

6.1 **Delivery method.** Unless you specifically request on your order form an alternative delivery method, we will deliver the Book to you using standard postal service.

6.2 **Delivery costs.** The costs of delivery (if any) will be set out on your order form unless you have requested an alternative delivery method in which case we will contact you to let you know of the delivery charge which will be added to your invoice. Please let us know whether you wish to proceed with your order or cancel it.

6.3 **When we will deliver the Book.** We will deliver the Book to you within 28 days after the day on which we received your payment in full, subject to these terms. We will not deliver the Book to you until we have received your payment in full and may cancel your order if you do not pay (see clause 9).

6.4 **We are not responsible for delays outside our control.** If our delivery of the Book is delayed by an event outside our control, then we will contact you as soon as possible after we become aware of it to let you know and we will take steps to minimise the effect of the delay. We will not be liable for any delays caused by the event, but if there is any substantial delay or any risk of substantial delay you may contact us to cancel your order and receive a refund for any Books you have paid for but not received.

6.5 **When you own a Book.** You own a Book once we have received payment in full.

- 6.6 **We may suspend the delivery of the Book to you.** We may have to suspend the delivery of a Book to deal with technical or logistical problems, or to make changes to your order as requested by you or notified by us to you (see clauses 4 and 5).
- 6.7 **Your rights if we suspend the delivery of Books.** We will contact you in advance to tell you we will be suspending delivery of the Book, unless the problem is urgent or an emergency. You may contact us to cancel your order for a Book if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 28 days and we will refund any sums you have paid in advance for the Book.
- 7. YOUR RIGHTS TO END THE CONTRACT**
- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the Book and how we are performing and when you decide to end the contract:
- 7.1.1 **If the Book is faulty or misdescribed you may have a legal right to end the contract** (or to get the Book replaced or get some or all of your money back), **see clause 10**;
- 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2**;
- 7.1.3 **If you have just changed your mind about the Book, see clause 7.3.** You may be able to get a refund but this may be subject to deductions and you may have to pay the costs of return of the Book.
- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 7.2.1 – 7.2.3 below the contract will end immediately and we will refund you in full for any Books which have not been delivered and you may also be entitled to compensation. The reasons are:
- 7.2.1 there is a risk that delivery of the Books may be significantly delayed because of events outside our control;
- 7.2.2 we have suspended delivery of the Books for technical or logistical reasons, or notify you we are going to suspend them for technical or logistical reasons, in each case for a period of more than 28 days; or
- 7.2.3 you have a legal right to end the contract because of something we have done wrong.
- 7.3 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the Book is delivered and paid for. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know (see clause 2.2).
- 8.2 **Returning products after ending the contract.** If you end the contract for any reason after the Books have been dispatched to you (and we are unable to cancel the delivery) or you have received them, you must, without undue delay and in any event not later than 14 days of telling us you wish to end the contract, return them to us:
- 8.2.1 complete and in an unused and undamaged condition;
- 8.2.2 via Ashurst LLP, Broadwalk House, 5 Appold Street, London EC2A 2HA, marked for the attention of Estelle Bloom. If you are exercising your right to change your mind you must send off the goods within 14 days.
- 8.3 **When we will pay the costs of return.** We will pay the costs of return:
- 8.3.1 if the Books are faulty or misdescribed;
- 8.3.2 if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- 8.3.3 if you are exercising your right to change your mind.
- In all other circumstances you must pay the costs of return.

- 8.4 **How we will refund you.** We will refund you the price you paid for the Books including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.5 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 8.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Books, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Books and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 8.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- 8.6 **When your refund will be made.** We will make any refunds due to you as soon as possible.
- 9. OUR RIGHTS TO END THE CONTRACT**
- 9.1 **We may cancel your order in certain circumstances.** We may cancel your order and end the contract at any time by writing to you if you do not make any payment to us when it is due or if you do not, within a reasonable time, allow us to deliver the Book to you.
- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Books we have not delivered but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop our supply of the Book. If you have ordered a Book which has not been delivered to you, we will let you know as soon as is reasonably practicable in advance of our stopping the supply of the Book and will refund any sums you have paid in advance for the Book which will not be delivered.
- 10. IF THERE IS A PROBLEM WITH THE PRODUCT**
- If you have any questions or complaints about the product, please let us know.
- 11. PRICE AND PAYMENT**
- 11.1 **Where to find the price for the Books.** The price of the Book (which includes VAT, if applicable) will be the price indicated on the order form when you placed your order.
- 11.2 **We will pass on changes in the rate of VAT, if applicable.** If the rate of VAT changes between your order date and the date we deliver the Book, we will adjust the rate of VAT that you pay (if applicable), unless you have already paid for the Book in full before the change in the rate of VAT takes effect.
- 11.3 **When you must pay and how you must pay.** We accept payment, in pounds sterling only, in the ways set out on the order form. Our invoices are payable within 30 calendar days and you must pay for the Books before we dispatch them. We do not accept any bank charges for international payments, and you must ensure that you pay all such bank charges.
- 11.4 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will attempt to resolve the issue. If we cannot resolve the issue within 28 days, we may cancel your order and refund you any money which you have paid.
- 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 12.1 **We are not responsible to you (under any circumstances) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with our contract. Our total liability to you in respect of all other losses arising under or in connection with the contract shall in no circumstances exceed the price of the Book(s) we have received from you.**
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 12.3 **We are not liable for business losses.** The material provided in the Book does not necessarily stand on its own and is not intended to be relied upon for giving specific advice. To the fullest extent permitted by law, we will not by reason of breach of contract, negligence or otherwise be liable for any loss or damage (whether direct, indirect or consequential) occasioned to any person acting or omitting to act or refraining from acting upon the material provided in the Book, or arising from or connected with any error or omission in the material provided in the Book. Loss or damage as referred to in this clause 12.3 shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation

or goodwill, loss of business or anticipated business, damages, costs and expenses incurred or payable to any third party (in all cases whether direct, indirect or consequential).

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 **How we will use your personal information.** We will use the personal information you provide to us:

13.1.1 to supply the Books to you; and

13.1.2 to process your payment for the Books.

13.2 **We will give your personal information to Ashurst LLP who are our custodian and distributor of the Books, but otherwise we will only give your personal information to other third parties where the law either requires or allows us to do so.**

14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to deliver the Book, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Books exclusively in the English courts.