

Contracts: Getting the Fundamentals Right

[Nick Coffey]

Hello and welcome to TW Law Talk. I'm Nick Coffey. Today we're getting into the nitty gritty of contracts. In particular, the importance of standard terms of supply. For many businesses, contracts are the foundation of their relationships with customers and suppliers. When they're clear and well drafted, they save time, money and stress when they're not disputes quickly follow to guide us through. I'm joined by two partners from Taylor Walton, Peter Kouwenberg, who advises clients on drafting and reviewing supply terms and Saljuq Haider, a litigator who steps in when things go wrong. Together, they'll share practical insights on what makes a contract work, the pitfalls to avoid and why keeping your terms up to date really matters.

Welcome to both of you. Can I be really honest? I think we've done a total of 14 or 15 of these episodes. Some of them are real home territory for me, the family law ones I feel comfortable with. I can do wills because I've got a will. I can talk about conveyancing because I've bought houses. I think in many ways this is one of those topics that I feel the least comfortable about in terms of my own personal knowledge. But actually, that's all the more reason to do it because the people that come to you, for example, Peter, to draught their terms, their supply terms, they're normal people, they're lay people who need to ensure that their contracts are rigorous and done in the correct way.

[Peter Kouwenberg]

Absolutely. I mean there's two main categories you're looking at there. B2B business to business contracts and B2C business to consumer. At Taylor Walton, we deal with both of those, but more typically it would be the B2B stuff. So as far as the sophistication of our clients, they're concerned, they're obviously experts of what they do. They're not always experts in the law and of course that's where we come in.

[Nick Coffey]

So, turning to the litigator here on my right, the person who confided in me before this episode that you quite like arguing. Why does it matter to have a good set of standard terms?

[Saljuq Haider]

Well, people don't think about disputes when they're entering into business agreements. They are entering an agreement with another party because they want to do business with them. They're keen to get things over the line and start earning money. They're thinking about a trading relationship. But if terms are not drafted correctly or more importantly, they're not incorporated into the trading relationship, then things can go wrong.

[Nick Coffey]

So, I understand that clear robust contracts can really reduce disputes, but I've also been back in the day in business, and I guess I'm in business here because I'm a podcast producer. I have an agreement with Taylor Walton to produce these podcasts. My own personal experience is that sometimes I felt, not in the case here, but I felt intimidated or nervous to actually bring in a proper legal contract that governs the terms of our business agreement. And you must see that in clients. Part of them is like, well, do I really need this on paper? Can't I just do it on a handshake.

[Peter Kouwenberg]

That's a very good point. I think there's always a balance for a client as to what they want to spend and the level of detail they want to go into and whether they want to pick through what they might consider to be lines and lines and pages and pages of fairly boring texts they might feel, but it's really essential I think, because if they don't get it right, the consequences are the contract will be litigated. Ultimately, they will end up speaking to Juq, speaking to one of his colleagues, speaking to another litigator elsewhere. And yes, if I draft the contract, well it may well sit in their drawer and never be looked at again. But that's the best-case scenario. That's when it works.

[Nick Coffey]

And this is a total devil's advocate question but is the point of contracts only for if it goes wrong and if it's gone wrong, it's too late anyway and that relationship has come to an end.

[Peter Kouwenberg]

You certainly have plenty of situations where the parties will go along quite happily. They know what they're doing. They know in practise how they're, how they intend to trade together, and they'll never need to revisit the contract or look at it again. But equally, once you get it right first-time round, you then don't have those concerns further down the line. So yes, I think that's true.

[Nick Coffey]

I suspect that I'm going to ask this question probably more than once in this podcast, but let's just focus on this part of the risks involved. Imagine Juq, someone comes to you with a contract, which is perhaps a bit vague, a bit incomplete, maybe even generated by AI. We'll talk about that later as well. What happens when that's the case? You're faced with a client, and you look at the contract and your face hits the palm of your hand a little bit?

[Saljuq Haider]

Well, we are in the position where we are. That's the first thing I always say to clients. There's no point looking backwards. We can deal with the situation you're in, but it's a question of being realistic about the things that can be done. For example, you do come across contracts where there are key components missing. For example, the agreed price, something as fundamental as what price was agreed for these goods. Another classic one is how do you get out of the contract if the parties want to part ways amicably, what notice provisions do they have to serve one month, six months? Also, you come across a lot of contracts where there are no notice provisions and what do you do then you can't have

some form of commercial slavery where parties are locked into an agreement where they don't want to trade anymore. So, there are a number of issues and key components to contracts that should be in there and others can be implied.

[Nick Coffe]

Layperson's question, if someone has a supply contract that didn't have legal advice or where they weren't advised by a lawyer or a specialist, is it the case that that contract is then not enforceable in a court?

[Peter Kouwenberg]

No, that's in a B2B context. The parties can generally, not in every case, but they can generally agree whatever they want. There are a few exceptions which I'm sure we'll touch upon and some key provisions where a court might deem those to be unenforceable if they're not reasonable. However, in the large majority of cases in a B2B contract, the parties can sign up to whatever they want from the jurisdiction, the law, which applies to the contract, to limitation of liability to any of the provisions really.

[Nick Coffe]

And we'll look at the key terms to get right shortly. Just let's stop briefly on the type of supply contract that exists. You've mentioned B2B, you've also got products, you've got services, B2C as well. Do you want to just talk us through the different types?

[Peter Kouwenberg]

I think there's different categorizations there. The first is who is the contract between, and that's your B2B or your B2C. So, a business-to-business context, as mentioned, you can largely agree what you want, but in a B2C context where there's a consumer involved, they will usually have the benefit of various legislation which protects them, and that might mean that the terms have to be more transparent or they have to be fairer or certain terms won't be enforceable, whereas they would be in a B2B context. So that's the first thing to consider who is your customer?

[Nick Coffe]

And what legislation they fall under?

[Peter Kouwenberg]

Correct. Yeah, absolutely correct. Then the second side of things is what's being supplied under the supply contract, and that's where our distinguished between, because there's different issues in relation to each of them products, services which are one-off. So, if you like a project-based supply and services which are ongoing, that might be for example, an IT contract where for argument's sake renews every year and the services provided throughout the year, each of those three different types of contracts have particular nuances, particular issues you need to consider. Although ultimately, they all come down to the same thing, what's being supplied, how much is being paid for that.

[Nick Coffe]

When I was looking at this topic, and I'm not going to say I was wondering if it was relevant to me, but I was kind of thinking, what is the scope of this topic? And I've suddenly realised hearing both of you talk that every single thing we touch, every single thing we see, every single thing we use, and every single person we meet is supplying something or has supplied something or has done something in agreement with someone else. Therefore, this is relevant to everyone. And that leads me to this question, which is that surely not everything can be covered by a contract because we would be talking about millions and millions and millions of contract just for what's going to happen between me leaving the studio and driving down the road, or am I exaggerating that in my head?

[Saljuq Haider]

No. Years ago, my law lecturer, very interesting chap, he used to give us stories that made law interesting and one of the facts that he said to us was that an average person will make between eight and 10 contracts a day without even knowing it.

[Nick Coffe]

Which is I guess my point.

[Saljuq Haider]

Yeah, for example, you get on a bus, when I got on a bus, I would get on a bus, and I would pay money in order for the bus driver to drive me from A to B. That is a contract. If you go into a coffee shop and get a cup of coffee, you are paying money for a cup of coffee and they're providing you if there's a breach of that contract, for example, the coffee is not the one you ordered,

[Nick Coffe]

They're coming to you at that point, aren't-

[Saljuq Haider]

They are coming to me at that point, not to Peter.

[Nick Coffe]

To litigate about their coffee. But the point you make kind of backs up what I was saying, that life is about contracts and agreements.

[Saljuq Haider]

Absolutely.

[Nick Coffe]

And making sure everyone knows where they stand. Which leads me to looking at the key terms to get right in any contract, and you've already hinted at the exit terms. Let's start

with the scope. What are we looking at when defining the scope and why is it important to get that right?

[Peter Kouwenberg]

In terms of scope, you're looking at obviously what is being supplied, whether that is a product, and it could be a very simple product, it could be a curly wurly or it could be something extremely complex. It could be something which has to be tested. There may be acceptance tests for it. It could be quite scientific, it might have medical uses, it might be subject to additional legislation. So yeah, the scope of the product or service. But in this case, the product will vary in complexity. It could be a one-line statement of what it is and everybody understands what it is. Or it could be pages and pages and pages. It could be something which isn't actually known at that stage. It could be something which, as I say, is developed and ultimately accepted between the parties as being the final product.

[Nick Coffey]

Everyone likes getting paid, so when you're paid instalments, price reviews, that's a key part, isn't it?

[Peter Kouwenberg]

Absolutely. And as you alluded to there, is payment going to be upfront? Is it going to be in stages and certainly in relation to an ongoing supply, let's say an ongoing supply of services, will there be provisions which allow the parties and in particular permit the supplier to revisit those prices, say for example, by an annual uplift? And if so, how is that calculated? Can that be enforced upon the customer or is there an understanding that if the uplifted price is not acceptable, the parties will go their separate ways? They'll call time on the agreement. So, there's lots of provisions around pricing which are yeah, absolutely fundamental as you say.

[Nick Coffey]

This next bit is slightly poetic, but term and termination, that's where you come in.

[Saljuq Haider]

Yes. So, termination, so a lot of contracts will have either a fixed period of time, you can sometimes have a one year supply contract, you may have auto renewals for that contract, if not sufficient notices given that contract will auto renew for another year or so and so on so forth. Determination provisions are extremely important. A lot of the disputes that I come up against relate to a party saying this is no longer viable option for us, for whatever commercial reason. How do I get out of this contract? And the starting point is always to look at the written contract and review the termination provisions and to advise a client on the amount of notice that needs to be given to them in order to get out of that contract. Sometimes in poorly drafted terms conditions, there is no termination provisions. And that's where you get into legal arguments about how much notice is reasonable. And the courts tend to look at a reasonable period of notice where there is no written expressed term.

[Peter Kouwenberg]

And those are termination provisions where you are terminating for convenience. Of course, the parties will also want to consider immediate termination if there's a material breach which is not remedied or perhaps one of the parties becomes insolvent. In some contracts you'll find what we'd call a change of control termination provision, which says that if the ownership of the corporate supplier changes, then the customer might have the right to terminate. That's less common, but it could be relevant where for the customer, the relationship with the supplier, the individual supplier is important

[Nick Coffey]

And the ethics around that particular supplier if they fall into the hands of a business or an investor or an owner who doesn't share the ethics that they're trying to portray as their own business.

[Peter Kouwenberg]

Absolutely. Right. And it can also be not just the ethics, it could be that the new owner actually is in competition with the customer. So why would you want to trade with that person?

[Nick Coffey]

That's actually very common, isn't it? That of course competitors will buy up other parts of the chain and then suddenly you're in direct competition with, well, your main competitor has then got access to your own supply chain.

[Peter Kouwenberg]

Absolutely. At all elements of the supply chain. So that's something which you don't find in every contract, but again, it's something which you'd look to consider as an immediate ground for termination

[Nick Coffey]

Liability, limitation of liability. Obviously on the one hand it must be strong and robust, but on the other hand it must also be reasonable or else it's going to tie people into something unmanageable.

[Peter Kouwenberg]

Well, not only that, if it's unreasonable, it might be unenforceable. So, this is very much again in the B2B context. Most of what we're saying is, and this is one of those provisions which I said, although parties can agree whatever terms they want, in some cases a court might deem those to be unenforceable. And that's one of the risks you run with limitation of liability provisions. There's really two main areas. One is that a supplier will look to exclude liability for certain types of loss. So, an example might be, let's say that you supplied linen to a hotel and you were late in doing so in the hotel, say, well, we couldn't open, we lost all of our business. We weren't able to have these customers, these clients in look at all the loss we've suffered and you as a supplier will hopefully have in your terms and conditions of

provision, which says, well no, actually our liability is only concerned with you replacing those goods. It's not concerned with all the knock-on effects which you might have.

[Nick Coffey]

So, it's where it starts and ends.

[Peter Kouwenberg]

Yeah, I mean there's arguments around what's foreseeable, what's consequential, what happens as a consequence of whether the parties would've foreseen that. But you try and nip that in the bud from a supplier's point of view by just saying, look, we're only responsible for direct losses. It says it in the contract. The second important aspect on limitation of liability is often a supplier will seek to include a financial cap on their liability. So, whatever happens, whatever doomsday scenario plays out and the supplier is entirely culpable under the terms of the contract that the amount that customer can claim will be limited to this financial figure. But that needs to be a reasonable figure because if you just said in your terms and conditions and you tucked it away, will only ever be liable for a pound and a multimillion-pound contract, a court's going to say that's unenforceable. So, you do need to make sure that it is reasonable both for you from a commercial perspective, but also so that if it's challenged in a court will say, no, that's okay, that's fair. You would look to insert a some or agree a some which is reasonable, commercially reasonable from legal perspective. And that might be in line with the insurance cover. It could be, for example, I often see 100% of the service charges for the year, let's say. But what constitutes reasonable from a court's perspective will depend on all of the circumstances. So, you can't say to when I'm advising a client, I can't say it should be this sum or that sum because it really will depend on the whole overall situation.

[Saljuq Haider]

Peter brings up a very good point and the courts have historically looked at certain terms within a contract to see whether they are onerous and onerous terms need to be highlighted to a party. So nonstandard terms, if you like, should be drawn to the party's attention. There's a famous Lord Denning quote which says that some clauses need to be printed in red ink with a red hand pointing towards them.

[Nick Coffey]

Just in case you missed them.

[Saljuq Haider]

Exactly.

[Nick Coffey]

Peter, can you explain this very legalised term 'retention of title'? What's that about?

[Peter Kouwenberg]

So, retention of title is typically a situation where the supplier says, look, here's your goods, I've supplied your goods, but you don't own those until you've paid for them and paid for them in full. So often we'll be looking at scenario where the customer says has paid 50% upfront and then we'll pay 50% further down the line. In that scenario, the supplier mainly for reasons to do with insolvency, would seek to say, look, those goods remain our goods, the supplier's goods until they're fully paid for. And the reason you do that is that if the goods are paid for, then the parties continue on a happy way. But if let's say the customer became insolvent in that period, having a retention of title provision would potentially, depending on the circumstances, allow the supplier to go in and say, well actually those are still our goods. We're not waiting in the queue to get maybe five pence in the pound depending on what this business is worth. They're still us and what we paid, that's ours and we're taking it back. Now there are scenarios around that if the goods are mixed with other goods, if they're transferred onto a new third party, then you can't enforce those ownership rights. The ownership has passed on at those stages, but it's a way to try and preserve, put yourself in a better position in the event of insolvency.

[Nick Coffer]

And just briefly, the last paragraph that I always glaze over in any contract I see the jurisdiction, obviously not all contracts are formed under UK law and even if they are, it will specifically state where this will be judged if needed.

Peter Kouwenberg:

Even UK law, just to be pedantic is a bit of a misnomer there because Scottish law is different to English law and so on. I

[Nick Coffer]

Just opened up a hornet's nest...

[Peter Kouwenberg]

Yeah, I regret the question, but there's two different items there. One is the law of the contract, and that's the country typically under whose legislation and case law it will be judged. Taylor Walton advises on English law contracts, but the parties certainly in the B2B context can agree whatever they want. I had for reasons I won't go into a client who was based in England, were trading with a French supplier and decided that the contract was going to be subject to German law, which I didn't provide much advice on, but the parties can agree what they want. And that is important because different countries have different perspectives on things. For example, there is no English law definition of what force majeure is, it's whatever is in the contract. Whereas in France, I believe that there is an understanding in French law as to what force majeure is.

[Nick Coffer]

They invented the phrase.

[Peter Kouwenberg]

Absolutely

[Nick Coffe]

They're allowed to choose what it means.

[Peter Kouwenberg]

And so that's key. And then the second point is jurisdiction and that's where the parties are agreeing that any claims would be heard, whose court would interpret the contract, and that would typically be the same. So, you would often say English law and English jurisdiction, not always. Sometimes it'll be non-exclusive jurisdiction and that would be fairly rare in my experience.

[Nick Coffe]

A really important part of this discussion is look, you do your job, Peter, you do contracts every day and I'm sure Juq you can confirm he does them very well.

[Saljuq Haider]

He does.

[Nick Coffe]

However, if those contracts are not incorporated correctly, they're almost worthless. So, let's look a little bit about how those contracts are formed, the process involved to make sure that they go from creation to being useful.

[Peter Kouwenberg]

Yeah, you're absolutely right Nick. I always say to clients that I'll draught these gold-plated perfect terms and conditions, but if they don't actually find a way of incorporating those and making sure that those form the basis of the contract, then they are basically worthless. And it's important that you have a process established that ensures that your customers all do agree to your terms and conditions and that happens at the right time. And it might be useful if I just look at a typical process where the supplier would send out a contract proposal. With its terms and conditions, there's different responses the client might, which the customer saw might respond with at that time they might respond with their own terms and conditions. More lawyers. More lawyers saying, yes, we agree to this deal and here's our terms and conditions. Now that point of contract is informed what the customer has done there is make a counteroffer and you then get into this battle of the forms where the supplier perhaps says, that's fine, we accept your order and here again is our terms and conditions. And in that situation, it's absolutely essential from supply's point of view that it's your terms which prevail. And what sometimes happens is that the parties proceed with the supply payment is made and there's no issues until further down the line when the dispute emerges. And a court will have to unpick whose terms apply because it won't be both.

[Nick Coffe]

I've just spotted the problem because of course you have your own terms and conditions, and you are dealing with another company who have their own terms and conditions who are dealing with other companies who have their own terms and conditions. And it's almost like how do you create that change?

[Peter Kouwenberg]

It's exactly that. Yeah. You from a supplier's point of view or indeed if I'm advising a customer, how you enforce your terms is key, is essential. And as I was just saying, it won't be both sets. A court won't look at it and say, well, it's going to be a bit of this and there's a bit of that. They will usually choose one or the other. And the question is how do you make sure that your terms prevail,

[Nick Coffey]

That yours are the biggest and the best and the strongest, Saljuq? How do you then go about incorporating this?

[Saljuq Haider]

Well, the situation that Pete was talking about where you've got that toing and froing of terms conditions is known as battle. The forms and what the courts have historically done is viewed it as the last shot rule. So, the last sets of terms and conditions that are applicable before the supply of the goods is often the terms that were apply. But if we take a step back and try and avoid that battle of forms, there are various ways that you can incorporate terms conditions. The ideal situation is to have an express agreement. And what I mean by that is a contract in writing that is signed and countersigned by the parties. And that's critical because what it will often say is we agree that the attached terms and conditions shall apply to this commercial relationship. That's the ideal situation. But you have other ways of incorporating terms of conditions. You can have a course of dealings, which is not an ideal situation, but say for 10 years you've always traded on the same or similar terms. You can incorporate terms by that very course of dealing and then you can have scenarios and we all would've seen at the bottom of an email, [click here with a hyperlink for terms conditions](#). That's called incorporation by reference. And the fact that you've referenced terms conditions within a contractual document will often lead to those terms being incorporated. There are various arguments as you can imagine, huge amounts of case law on the subject, but broadly speaking, those are the three types of ways of incorporating contractual terms. I would say though that the best scenario is obviously to get both parties to sign the terms

[Peter Kouwenberg]

On the piece of paper.

[Saljuq Haider]

Yes.

[Peter Kouwenberg]

And what's really no good is if you just put your terms and conditions on the back of your invoice and send that off after the goods have been supplied, after payment's been made because it's just too late, you need to, at the point the contract is formed, you need to have notified all your terms to the customer and the customer needs to have in one way or another agreed to those. And the good news with all of this

[Nick Coffey]

For us as consumers and businesses is that soon we won't need either of you because we've got chat GPT, why are you both smiling at me? So, we will be able to draught our contracts. We just need to go to chatters as it's called in my house. He or she, it's called in my house. And we say, right, I need a contract for this particular exercise. And of course it's then written up and everything's fine, isn't it Saljuq?

[Saljuq Haider]

Well see, I have a view on ai, which is that it has its place in the legal world. I would say that relatively speaking, it's in its embryonic stages. Having said that, there is a big movement towards ai. It can help shorten the amount of time that leads to drafting. But there are dangers, and I've witnessed this firsthand. I received a set of terms and conditions which were clearly AI generated. Some of them are very good. This particular one was referring to pieces of legislation that I had never heard of within my area of law. That's quite unusual.

[Nick Coffey]

You've been doing it a fair while.

[Saljuq Haider]

And so, I can usually pick up on a piece of legislation that I know, but this one was referring to some odd telecommunications act and I Googled it and it was referring to a case law in Zimbabwe. If the contract was a contract dispute relating to Zimbabwe, yes, but this one wasn't. I mean there are situations where you won't be able to identify them as AI generated and it requires a lawyer to identify that. Who knows their field of practise knows the relevant legislation. I can quite quickly identify an AI generated, again, not on the terms conditions point, but less of claim that I receive. I can often see that they're AI generated

[Nick Coffey]

Far be it from me to be team lawyer here. But it does strike me that, okay, you can save a bit of money by getting an automated contract ChatGPT, AI, whichever service use. But of course, if it goes wrong, you're still going to need a lawyer because you cannot take AI into a courtroom. You cannot take AI into a litigation. So, you may as well start as you mean to go on by having the right advice, having the right people draught your contracts and making sure that you're compliant. And equally importantly, up to date with statutory changes up to date with case law developments and being sure that you are a hundred percent compliant.

[Peter Kouwenberg]

Absolutely. Like Juq, I think I've seen the good and the bad as far as AI generated contracts are concerned. And the concerning thing about the bad is that often the client won't realise there's a fundamental thing missing or that the contract is stated to be subject to Californian state law or whatever it may be. So, they're not aware of these key emissions, key failings of the contract because it looks nice and it reads nice and it's laid out nice and they will get better and there are some good ones out there. So, it's something which is important for us to keep an eye on, but they're certainly not there yet.

[Nick Coffey]

In summary of all this, my understanding of contracts, and I've had a few in my time, I've been subject to a few and I've created a few. They are actually there for both people, for both parties. They do offer a certain amount of certainty and protection for both of you. So, there's nothing wrong in requiring a contract. It is a vital part of any working business relationship. You both get that protection and I think it's fair to say that prevention is going to be way cheaper than the cure or in this case, Saljuq, litigation.

[Saljuq Haider]

Yes. I think that the key to having a good trading relationship is to ensure that there is certainty on the terms that you are trading on. If you don't have that certainty, it can lead to disputes. It can be a very costly exercise and stressful, stressful, you can go down the mediation route, but generally speaking, it's a costly exercise that can be avoided.

[Peter Kouwenberg]

And Nick, just to add also that I deal with a lot of clients who are a bit more old school, they've got a great relationship with their customers exactly down the pub, have a pint and move on with the contract. The issue becomes when there's a new owner to the business, whether that's a member of the family or completely new third party and they want to know what terms govern the arrangement or the suppliers saying, well, what is it we've agreed to? The handshake is no good. So, it is important to have the contract in writing and no, it shouldn't be threatening to either party. It should be something which both parties are happy with and therefore don't need to hopefully resort to Juq's services.

[Nick Coffey]

And it's about time I bring Dragons Den into this because I often do, but I've many a times seen on Dragons Den where a company has come in, they've got a good idea, they come in with a valuation and one of the dragons says, where's your contract? Around that piece of your supply chain? We don't have a contract. And immediately the investors are not interested. So, it's not only there for if it goes wrong, but it's also there to protect the value of your intellectual property.

[Peter Kouwenberg]

That's absolutely right. We do a lot of M&A work, a lot of merger acquisitions work at Taylor Walton as well. And you will see a client running around desperately trying to get their verbal contracts made into written contracts in order to show that paper trail in order to

show that the new owner or the potential new owner that things are as smooth and agreed and everything's in order.

[Nick Coffe]

One thing I know about contracts, if you go to someone trying to sort out a contract, when you're in desperate and urgent need, you may not end up with the best terms.

[Peter Kouwenberg]

Well, no, absolutely. And they're the commercial reality hits home, doesn't it

[Nick Coffe]

Best to do it when things are a little bit calmer and more peaceful. Bottom line, all of this Juq and Peter is if you haven't got these contracts in place, get them in place. Seek the right legal advice, perhaps equally importantly, Peter, review your current contracts and of course find the correct advice if you need that support.

[Peter Kouwenberg]

Yeah, the law doesn't stand still, whether that's statutory legislation or whether that's case law and we talked about limitation of liability early on and case law evolves as that, as to what factors are considered reasonable and what that sum might be. And that's the case with several of the provisions of your standard terms and conditions. So, you absolutely need to revisit them. You need to be professionally advised, and that's where we come in,

[Nick Coffe]

Taylorwalton.co.uk. For more information, my contract says that we were finishing at 2:00pm and it's 2:09pm. Does anybody know a litigator that I can speak to? I'd like to work out what to do with those extra nine minutes.

[Saljuq Haider]

I'm conflicted.

[Nick Coffe]

Taylorwalton.co.uk as I say, for more information. And of course, if you want to find Peter or Juq on LinkedIn, that is a very good place to do so. We are well into our second season of TW Law Talk, some amazing podcasts covering the full breadth of legal questions and legalist use, whether you're a business or an individual, well, we're seeking out, and you can do that on Apple or Spotify or at the Taylor Walton website. For now, from me, Nick Coffe and Saljuq and Peter, it's goodbye.